



Lawrence County Government
Office of Accounts & Budgets
700 Mahr Avenue
Lawrenceburg, TN 38464
Phone: 931-766-4198 Fax: 931-244-6153
lawrencecountyttn.gov

LAWRENCE COUNTY, TENNESSEE

Request for Proposals

For

RFP No. 080525-01

Correctional Video Visitation

RFP Opening
August 5, 2025
4:30 pm CST

Lawrence County Government will receive sealed Proposals for the Correctional Video Visitation at the Lawrence County Criminal Justice Center. Proposals must be received by **12:00 p.m.** on 08/05/2025. Late Proposals will be neither considered nor returned. The County reserves the right to reject any or all proposals and to award a contract based upon the best value for Lawrence County. This is a request for proposal, not a competitive proposal process.

Proposers assume the risk of the method of delivery chosen. Lawrence County assumes no responsibility for delays caused by any delivery services. Postmarking by the due date will not substitute for actual proposal receipt by Lawrence County. A proposer's failure to submit its proposal package prior to the deadline will cause the proposal to be rejected. Late proposals will not be opened or accepted for evaluation.

Please Deliver Proposals to:

**RFP# 080525-01
Lawrence County Office of Accounts & Budgets
700 Mahr Avenue
Lawrenceburg, Tennessee 38464**

The Envelope must show the RFP#, Name and Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1. **ADDITIONAL INFORMATION:** Lawrence County wants requests for additional information routed to Kelly Odom at 931-766-4198. Questions must be emailed to kodom@lawrencecountyttn.gov.
2. **ACCEPTANCE:** Respondents shall hold their submittal firm and subject to acceptance by Lawrence County for a period of ninety (90) days from the date of the Proposal closing, unless otherwise indicated in their Proposal.
3. **AWARD:** The result of this Request for Proposal may result in a contractual agreement.
4. **CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the closing of this solicitation.
5. **COPIES:** Lawrence County requires that Proposals be submitted as one (1) marked original and six (6) exact copies.
6. **DECLARATIVE STATEMENTS:** Any statements or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.
7. **ELECTRONIC TRANSMISSION OF QUALIFICATIONS:** Lawrence County Government **will not** accept electronically transmitted responses. Facsimile submission is strictly prohibited. All responses must be mailed or delivered by hand.

8. **INCURRED COSTS:** Lawrence County will not be responsible for any costs incurred by the respondents in the preparation and submission of their response. Nor for the presentation of its qualifications and/or participation in any required meetings, discussions or negotiations.
9. **PROPOSAL DELIVERY:** Lawrence County requires all responses to be time date and stamp the envelope upon delivery to the Office of Accounts and Budgets. Lawrence County will not be responsible for any lost or misdirected mail sent by common carrier. Lawrence County shall also not be responsible for responses delivered to other addresses other than the one listed at the top of this solicitation. The time clock in the Office of Accounts and Budgets shall serve as the official record of time.
10. **SIGNING OF PROPOSALS:** In order to be considered all Proposals must be signed. Please sign the original in **blue ink**. By signing the response document, the respondent acknowledges and accepts the terms and conditions stated in the Proposal document.
11. **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs” – “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000et seq. It is the policy of Lawrence County Government that all its services and activities be administered in conformance with the requirements of Title VI.
12. **WAIVING OF INFORMALITIES:** Lawrence County reserves the right to waive minor informalities or technicalities when it is in the best interest of Lawrence County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

1. **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Lawrence County without prior written approval of the County.
2. **APPROPRIATION:** In the event no funds are appropriated by Lawrence County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
3. **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without prior written specific consent of Lawrence County.
4. **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor’s costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

All records and files of Jail inmates belong to and shall remain the property of Lawrence County Criminal Justice Center.

5. **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
6. **COMPLIANCE WITH ALL LAWS:** Proposer is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work shall obtain all necessary permits.
7. **DEFAULT:** If the Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Lawrence County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Lawrence County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Lawrence County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Lawrence County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
8. **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Lawrence County, Tennessee. The Chancery Court and/or the Circuit Court of Lawrence County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
9. **INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Submittals, Award and similar item referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
10. **INDEMNIFICATION-HOLD HARMLESS:** Proposer shall indemnify, defend, save and hold harmless Lawrence County its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
11. **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Lawrence County shall not be responsible for any payment, insurance or incurred liability.
12. **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Lawrence County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Lawrence County. Lawrence County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or service does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
13. **IRAN DIVESTMENT ACT:** By submission of this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint submittal each party thereto certifies as

to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

14. **NON-BOYCOTT OF ISRAEL:** The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.
15. **LIMITATIONS OF LIABILITY:** In no event shall Lawrence County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Lawrence County has been advised of the possibility of such damages.
16. **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly an interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Lawrence County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
17. **REMEDIES:** Lawrence County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
18. **RIGHT TO INSPECT:** Lawrence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
19. **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
20. **TAX COMPLIANCE:** Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Lawrence County Procurement Division.

21. **TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
22. **WARRANTY:** Contractor warrants to Lawrence County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Lawrence County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SCOPE OF WORK

Background Information:

Lawrence County Criminal Justice Center is a 261-bed facility located at 240 West Gaines Street, Lawrenceburg, TN 38464. It houses sentenced and un-sentenced men and women.

Lawrence County recognizes the importance of reducing recidivism by providing the incarcerated population access to telecommunications and technology. Through this RFP, Lawrence County intends to select a single provider to provide video visitation services to enable inmates to visit with family member, attorneys, and other professionals.

A. GENERAL REQUIREMENTS

1. The contractor shall provide, install and configure all required devices, hardware, software, wiring, network jacks, conduit, cabling and associated equipment, and shall provide initial and ongoing training and support.
2. Upon termination of the contracts, all wiring and added equipment shall become property of Lawrence County.
3. The Contractor shall provide qualified training and training documents for personnel at all facilities in the use of the system.
4. The Contract shall provide training documents for the inmates at the facility.
5. All equipment must be durable, tamper-free, and suitable for a correctional environment. Equipment must contain no removable parts.
6. The Contractor shall be responsible for all costs to ship equipment for the initial installation, and any subsequent preventative and repair maintenance. All equipment shall be properly packaged or otherwise protected during shipment.
7. All equipment is subject to approval of Lawrence County.
8. Reliability Test: The Contractor must provide for a trial period during which the system must operate satisfactory for a period of 30 days. If during the 30-day period there is a malfunction that prevents the effective substantial use of the system, the reliability test must be restarted for another 30 days. If the system fails a second time, Lawrence County will have a right to terminate the contract.
9. The Contractor will provide Lawrence County with a complete list of all persons authorized to work on the system. All Contractor employees shall obtain, at the Contractor's expense, the appropriate background security clearance prior to arrival at any of the facilities. All Contractor employees will comply with the County's policies and procedures. Entry to the facility is subject to the approval of the County. All Contractor

personnel authorized to work within secured areas shall be subject to fingerprinting and a criminal background check performed by the County. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.

B. VIDEO VISITATION SYSTEM (VVS)

1. Lawrence County requires a turnkey video visitation system to provide video visitation sessions with Lawrence County Criminal Justice Center inmates as follows:
 - a. Remote visits by the general public, with a fee charge to the end user.
 - b. Onsite visits by the general public at no cost to either party.
 - c. Attorney visits charged to the attorney.
2. The VVS Shall provide high quality, stereo audio and broadcast-quality video.
3. The VVS shall include hardware and software designed to enable Lawrence County to initiate, control, record, retrieve and monitor video visitation sessions.
4. The VVS will provide all operational features and fulfill all system requirements applicable to all video visitation visits place through the system, including inmate to general public, inmate to court, and inmate to attorney visits.
5. All video visitation sessions will be conducted in accordance with the rules and regulations set forth by Lawrence County.

C. FINANCIAL APPROACH AND REPORTING

1. The Contractor shall provide Lawrence County a commission on the Gross Revenue generated by and through the VVS.
 - a. Gross Revenue includes, but is not limited to, all revenue generated from remote video visitation sessions and all onsite attorney video visitation sessions.
 - b. Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor and in any way connected to the provision of video visitation service pursuant to a contract resulting from this RFP.
 - c. Gross Revenue includes the following: all costs, charges, and fees added to the total cost to the person who initiated the call for the completion of all video visitation sessions, or any other compensation received by the Contractor for the completion of all video visitation sessions.
2. A Video Visitation session is deemed to be complete and considered part of Gross Revenue when a connection is made between both parties. The video visitation shall be complete and commissionable regardless of whether the Contractor can bill or collect revenue for the transaction.
3. The Contractor shall show when charges are received from a third-party call. If VVS is interrupted or incomplete, provide the charge to the calling party for the partial visit.
4. Free Sessions:
 - a. A "free" video visitation session shall be defined as a completed video visitation session which has been authorized by Lawrence County and does not generate any revenue for Contractor. Free visitation session are not commissionable to the County. Only those video visitations specified as free by the County shall be authorized and shall be configured as free in the VVS. The County reserves the right to configure free video visitation sessions in the VVS without the assistance of the Contractor. Unauthorized, completed video visitation sessions shall be considered part of Gross Revenue and shall be commissionable.

- b. All onsite video visitation sessions, excluding private-attorney sessions, shall be free. Remote video visitation sessions will be charged at a rate to the person who initiated the call as approved by the County. Both remote and onsite private attorney video visitation sessions shall be charged to the attorney at a rate determined by the County. Public defender video visitation sessions shall be free for both remote and onsite sessions. Rates for remote video visitation sessions and onsite private-attorney video visitation session shall be configurable at the County's discretion. The County will verify and approve all private-attorney and court-appointed public defenders.
5. In the event the Contractor received revenue from any third party related to a completed onsite video visitation session, such revenue shall be included in Gross Revenue and commissionable to the County.
6. Any additional fees charged to the inmates or end-users for video visitation sessions must be approved by Lawrence County prior to implementation.
7. Payments, commission detail reports and traffic detail reports are due to the County by the Contractor no later than the 25th day of the month following the month of traffic.
8. Traffic detail reports for the VVS shall include a detailed breakdown of all video visitation sessions for each inmate video visitation station. This requirement is applicable for any video visitation equipment and/or feature(s) that may be installed by the Contractor. Traffic detail shall include, at a minimum, each of the following per video visitation station:
 - Video Visitation Station Identifier
 - Video Visitation Station Location Name
 - Number of Remote Sessions (Per Station)
 - Number of Minutes for Remote Sessions (Per Station)
 - Gross Revenue for Remote Sessions (Per Station)
 - Number of Charged Onsite Sessions (Per Station)
 - Number of Minutes for Charged Onsite Sessions (Per Station)
 - Gross Revenue for Charged Onsite Sessions (Per Station)
 - Number of Free Sessions (Per Station)
 - Number of Minutes for Free Sessions (Per Station)
 - Total Gross Revenue
 - Commission Rate (%)
 - Total Commission
 - Traffic Period

D. SYSTEM INTERFACES

The VVS will need to interface with Lawrence County's current and future Jail Management System, Inmate Commissary Account, and Inmate Telephone System. All interfaces shall be completed at no cost to Lawrence County.

1. The VVS shall be capable of interfacing the visit schedule into JMS which will enter the schedule into the inmate's event schedule at no cost to Lawrence County.
2. The VVS shall interface the inmate's mug shot from JMS and display in the VVS inmate record to aid in the identification process.
3. The VVS interface must allow inmates to pay for their video visitations via their commissary account.
4. The VVS must be able to interface current JMS inmate information, at minimum:
 - Identification Number
 - Name

- Date of Birth
 - Social Security Number
 - Gender
 - Ethnicity
 - Driver's license number
 - Home address (physical address)
 - Telephone number
 - Inmate housing location
5. The VVS must have the capability to capture, store and query information regarding the visitor/general public to include, at a minimum:
- Identification Number
- Name
 - Date of Birth
 - Social Security Number
 - Gender
 - Ethnicity
 - Driver's license number
 - Inmate visited
 - Home address (physical address)
 - Telephone number
 - Known associate of the inmate

E. TRANSITION

Upon expiration, termination, or cancellation of the Contract, the Contractor shall accept the direction of the County to ensure VVS services are smoothly transitioned. At a minimum, at no cost to the County, Contractor shall supply 1 workstation which shall become the property of the County after expiration, cancellation or termination of the Contract to allow the County access to all video visitation session recordings, documentation, reports, data, etc. contained in the VVS. Contractor shall also allow the County access to video visitation session recordings, documentation, reports, data, etc. contained in the VVS through the Contractor's user application.

SECTION IV CONTRACTUAL OBLIGATIONS:

1. **INTENT:** It is the intent of these specifications to set forth and convey to prospective proposers the general requirements for Correctional Video Visitation desired by Lawrence County Government for the Lawrence County Criminal Justice Center. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
2. **AWARD STATUS:** Lawrence County intends to issue a five-year (5) award. The term of this agreement will begin upon execution of a contract beginning September 1, 2025 and ending August 31, 2030. Lawrence County reserves the right to purchase these items/services from other sources if the need arises. Upon contract award, the proposer will be notified in writing.
3. **CHANGES AFTER AWARD:** It is possible after award, Lawrence County might change its needs or requirements. Lawrence County reserves the right to add/delete departments and/or services

as necessary for the complete and successful operation of Correctional Video Visitation Services for Lawrence County Criminal Justice Center. Additional departments and locations may be added only after written authorization is given by Lawrence County Procurement. Lawrence County reserves the right to make such changes after consultation with the vendor(s). Should additional costs arise, Lawrence County reserves the right to consider accepting these charges provided the proposer(s) can document the increased costs.

Lawrence County also reserves the right to accept proposed service changes from the proposer(s) if they will lower the cost to Lawrence County and/or provide improved service.

4. **CONTRACT EXECUTION:** The award of this proposal will result in a Contract between Lawrence County and the successful vendor(s). The Contract must be voted on by the Lawrence County Commission and receive a majority vote. The successful vendor(s) may be required to be present at the full Board of Commission Meeting to answer questions relating to the services performed. Adequate notification will be given by Lawrence County Procurement will draft this Contract and no vendor forms (e.g.; Terms and Conditions, service agreements, or other standard company forms) will be accepted as Contract documents or as Contract attachments. Vendors are hereby cautioned that the Lawrence County Executive is the only individual who can legally bind Lawrence County to a contractual agreement.
5. **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Lawrence County account be handled efficiently and professionally.
6. **COOPERATIVE PROCUREMENT:** Vendors are to indicate whether it is permissible for other governmental agencies to purchase these services at the same price.
7. **EVALUATION CRITERIA:** Each proposal will be reviewed and evaluated as to how well it meets the requirements of the RFP and meets the needs of Lawrence County. The evaluation process will not provide credit for any capabilities or advantages the proposed system may have which are not clearly shown in the proposal.
8. **EVALUATION REVIEW:** Lawrence County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal may also be noted and made part of the evaluation file. Lawrence County shall have sole responsibility for determining a reliable source. Lawrence County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Lawrence County.
9. **EXCEPTIONS TO SPECIFICATIONS:** Proposers taking exception to any part or section of these specifications shall indicate such exceptions in their proposal response. Failure to indicate any exceptions shall be interpreted as the offeror's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part.

10. **FINANCIALS:** Upon request, Proposers must provide a copy (audited and signed by a certified financial institution) of their financial report for the past three (3) years to the appropriate Lawrence County Government officials.
11. **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance table provided in this RFP (Attachment 5).
12. **NEGOTIATION:** Lawrence County may select a successful proposer(s) on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Lawrence County reserves the right to enter into Contract negotiations with the highest-rated proposer, Lawrence County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until a Contract has been executed or all proposers have been rejected. No proposer shall have any rights against Lawrence County arising from such negotiations.
13. **NEWS RELEASES BY VENDORS:** As a matter of policy, Lawrence County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Lawrence County.
14. **NO CONTACT POLICY:** After the date and time that the proposer receives this solicitation, any contact initiated by any proposer with any Lawrence County representative, other than the Purchasing Agent listed herein, concerning this proposal **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
15. **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Lawrence County Purchasing Agent **prior** to the time set for the closing of proposals or unless the County fails to accept within one hundred eighty (180) days after the date fixed for closing the Request for Proposal.
16. **OPEN RECORDS ACTS:** Lawrence County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Lawrence County will comply with all legitimate requests.
17. **PRICING:** Vendors are to quote a firm fixed price for the next twelve (12) months. At renewal time, the vendor(s) may request a price increase. Proof of price increase must be supplied to the Lawrence County Purchasing Agent. Lawrence County reserves the right to accept or reject the requested price increase. If the price increase is rejected, the vendor(s) may:
 - A. Continue with the existing prices;
 - B. Request a lower price increase;
 - C. Not accept the renewal offer.

If a price increase is approved by Lawrence County, the approval notification will be done in writing and the vendor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.

Proposers will submit their price on:

- A. Proposers must include a list of services to be provided and their plan for fulfilling the scope of work.
 - B. A list of exceptions and/or proposed additions to the scope of work, explanation may be included.
 - C. Proposer shall provide a price per day for services listed in the scope of work section of this RFP.
18. **PROPOSAL CONTENT**: The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Lawrence County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.
19. **PROPOSAL EVALUATION**: In evaluating the proposals, Lawrence County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposal in selecting an operation which is judged to be in the best interest of Lawrence County. All material submitted becomes the property of Lawrence County.
20. **PROPOSAL FORMAT**: This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each proposal's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
21. **PROPOSAL OBLIGATION**: Proposer(s) should carefully examine the specifications and fully inform themselves as to all conditions and matters, which would in any way, affect the equipment/materials/service or cost thereof. Should the proposer find discrepancies in, or omission from the specification of this RFP, he/she should notify the Purchasing Agent and obtain clarification prior to submitting proposals. Only questions answered by formal written Addenda will be binding; oral and other interpretation of classifications will be without legal effect.
22. **QUALIFICATION OF PROPOSERS**: Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to furnish the service specified herein in a satisfactory manner, and the proposer may also be required to show past history and references which will enable the Purchasing Agent to be satisfied as to the proposer's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.
23. **RECORDS**: Contractor will maintain records of products and/or services provided to Lawrence County and make them available on request.
24. **REFERENCES**: Vendors must submit a list of three (3) references with which you have placed this type of service within the past five (5) years. Show the name of the agency or institution, person to contact, their telephone number, their fax number, their email address and the nature and size of the contract. **Do not list Lawrence County Government as a reference.**

25. **REJECTION OF PROPOSALS:** Lawrence County reserves the right to reject any and all proposals received as result of this request and to waive any informality, technical defect or clerical error in any proposals, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Lawrence County for the particular services proposed.
26. **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until 12:00 Noon local time on July 23, 2025 at 4:00 PM. Submit questions as noted in Section 1. Questions received after this date and time will not be answered.
27. **TENNESSEE REGISTRATION:** The successful proposer must be registered to do business in the State of Tennessee.
28. **TERMINATION OF CONTRACT:**
Either party can terminate the contract at the end of any month during the contract period, by giving no less than thirty (30) days prior notice in writing to the other party of the intention to terminate the Agreement. Such notice shall be sent via Certified Mail.
29. **USAGE:** Lawrence County does not guarantee usage. Under no circumstances should proposers construe any number as guarantee of the cases to be assigned. The number of cases may be higher or lower, depending on need.

COMMUNICATION WITH LAWRENCE COUNTY DURING PROPOSAL PROCESS

Communication with Lawrence County during the proposal process shall be with the below listed individual unless otherwise directed:

Lawrence County Office of Accounts and Budgets
Attn: Kelly Odom - Purchasing Agent
700 Mahr Avenue, Lawrenceburg, TN 38464
Email: kodom@lawrencecountyttn.gov

Scope of services, specifications and requirements for this project may be reviewed at: www.lawrencecountyttn.gov or by contacting Purchasing Agent, Kelly Odom at kodom@lawrencecountyttn.gov.

To ensure accuracy, all communication with Lawrence County should be via email.

RFP SCHEDULE

It is expected that the Correctional Video Visitation contract will begin September 1, 2025 and ending August 31, 2030.

07/16/25	8:00 am CST	RFP Issued
07/23/25	4:00 pm CST	Deadline to Submit Written Questions
07/24/25		Dissemination of Answers to Written Questions
08/05/25	12:00 pm CST	Deadline to Submit Proposals
08/05/25	4:30 pm CST	Purchasing Meeting to open RFP's
TBD in August	5:30 pm CST	Award of Contract

Lawrence County reserves the right to make adjustments as needed to the above schedule.

PROPOSAL PACKAGE

The sealed proposal package must include all the following, when applicable. Any sealed proposal may be rejected as a non-conforming proposal if any applicable item is missing.

- Lawrence County requires that Proposals be submitted as one (1) marked original and six (6) exact copies.
- Proposal must have a letter of interest emphasizing professional qualifications, and experience.
- Evidence of a valid State of Tennessee business license and/or Lawrence County business license, if applicable. If vendor does not have current license, one must be provided within ten business days of award notification.
- Evidence of compliance with Lawrence County's Insurance Requirements, COI submitted.

The package containing the proposal must be sealed and clearly marked on the outside of the package as follows:

**Vendor Name/Contact Email Address
Correctional Video Visitation RFP #080525-01
DO NOT OPEN**

Proposals will be received until Tuesday, August 5, 2025 at 12:00 pm CST. Proposals received after that time will be deemed invalid. Lawrence County is not responsible for delivery from any carriers. Vendors mailing proposal packages must allow sufficient time to ensure receipt of the package by the time specified. The proposals will then be presented to the Lawrence County Purchasing Committee, on Tuesday, August 5, 2025 at 4:30 pm CST to be publicly opened and read aloud. Proposal will then be evaluated by the Lawrence County Purchasing Committee, and Kelly Odom, Lawrence County Purchasing Agent.

Lawrence County will negotiate with the recommended firm its proposed fee for each phase of the project. If the County is not able to reach an acceptable agreement, it will stop negotiations with the first firm and begin negotiations with the second ranked firm, and so on, until the County is able to reach an acceptable agreement.

Vendors must guarantee that all information included in the proposal will remain valid for a period of at least 90 days from the date of proposal opening to allow for evaluation of all proposals.

Lawrence County reserves the right to revise or amend the specifications prior to the date set for opening sealed proposals; the opening date may be postponed if deemed necessary by the Lawrence County Director Accounts & Budgets. Such revisions and amendments, if any, will be announced by written Addenda to the specifications.

Lawrence County is not responsible for any costs incurred by any vendor pursuant to the RFP. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

INSTRUCTIONS FOR PROPOSAL

1. Proposal Content and Format Requirements

Lawrence County requires that proposals be submitted as one (1) marked original and seven (7) exact copies.

Proposals shall contain at a minimum the following items:

- A. Cover Sheet (Attachment 1)
- B. Provide the full legal name of the vendor who will execute the contract. Provide specific information concerning the agency, including: the agency's legal name, type of entity, and Federal Tax ID #. The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contract.
- C. **Equipment, Services and Support**
 - 1. Complete attachments in RFP packet. Explain all areas where your proposal does not comply fully with the stated requirements.
 - 2. Provide an itemized listing of all goods and services to be provided. Clearly identify any exceptions to the equipment specifications described in this RFP. Provide visual illustrations where possible.
 - 3. Describe how all system interfaces with the jail's current jail management system, inmate trust and commissary systems will be accomplished.
 - 4. Provide a plan and schedule for installation and commissioning of all proposed systems identify the level of staffing that will be provided by the contractor and the expectations of involvement of County staff.
 - 5. Describe your training plan for all systems. Provide samples of training materials. Provide examples of materials that will be available to inmates and visitors to explain the proposed telephone, tablet, and video visitation solutions.
 - 6. Describe your disaster recovery plan relating to the preparation for recovery of or continuation of the requirements in this RFP preceding and/or following a natural or human-induced disaster.
 - 7. Note instances where the services proposed exceed the scope or detail described in this RFP or where they do not meet the scope offered in this RFP.
 - 8. Address instances where possible cost efficiencies may be gained, quality may be improved or County may otherwise benefit from adopting your proposal.

Video Visitation System

- 1. Describe, in non-technical terms, the feature of the proposed VVS, identifying any unique or distinctive features of the products and services offered. Include, at a minimum, the following:
 - a. Description of how the public will access the VVS through a web-based software application.
 - b. Description of the level of system performance that the County should expect from your VVS. Include, for example:
 - i. How you prevent the sessions in progress from disconnecting and/or freezing;
 - ii. Maximum number of simultaneous visits

- iii. Type of alerts available, and capability of automated email notification of visits for a particular inmate or visitor
 - c. Description of the scheduler feature. Explain how the system will prevent scheduling conflicts for visitation sessions.
 - d. Describe the storage capabilities for all video visitation visits, reports and data, online as well as archived. Describe procedures for retrieving stored data.
 - e. Description of security features, including how the system can be assured to not compromise the County's local area network or security.
 - f. Ability of the County to search and query end-user pre-paid account information for investigative purposes to the extent you are legally allowed to provide certain information.
2. Identify if the proposed VVS is capable of providing additional technology applications and at no cost to the county. Describe any additional technology applications that are available.
 3. Identify any environmental conditions that will be required for the equipment to perform as specified.
 4. Specify the compression rate used for the video quality as well as the average file size of a stored session based on an average visit of thirty (30) minutes.
 5. Detail any requirements for the VVS to accommodate remote video visits, including equipment, software and internet bandwidth.
 6. Identify any known challenges with market equipment or internet service providers which might result in low-quality, distorted or disconnected remote video visits.
 7. Provide the specific power requirements, if any, needed for the VVS.

D. Background and Experience

1. Provide an overview of the history of your firm and your experience in implementing the requested services in correctional facilities.
2. Describe your experience and approach in successfully interfacing your solutions with jail management and commissary systems.
3. Describe your experience in working with educational curriculum designed to reduce recidivism among adult and juvenile offenders.
4. Provide at least three references, including a description of the work performed, the original budget and final cost of the implementation, and full contact information. Lawrence County is not to be used as a reference.
5. Describe any current, pending or past litigation (within the last 10 years) that the organization has been, is, or is expected to be a party to.

E. Staffing and Service Level

1. Provide names and qualifications of key employees to be assigned to this work.
2. Provide a staffing plan for meeting the requirements and describe available of staff to ensure that sufficient capacity is available to complete the implementations.
3. Provide a copy of all maintenance and service level agreements, including at a minimum:
 - i. Response protocol for service and repair requests, including response time and any exceptions to 24 x 7 x 365 availability.
 - ii. Provide the address of the support center that will be responsible for servicing the installation, and indicate the number of trained service personnel available at that service center for maintenance on the proposed system. Identify local subcontractors that may be used to enhance response time.

- iii. Provide a statement on spare parts availability and delivery durations when parts are not on hand at the site or at the maintenance support center.
- iv. Procedure for handling defective parts and equipment.
- v. Procedure for introducing system upgrades and software patches.
- vi. 24 x 7 x 365 phone support. Indicate whether customer service center defaults to an Interactive Voice Response (IVR) or a live customer service representative. If applicable, identify the hours of availability for a live customer service representative
- vii. Average on-hold time to reach a live representative.
- viii. Average response time for an email inquiry from an end-user.
- ix. Procedures for handling end-user complaints.
- x. Procedures for handling refund requests and the timeframe for completing such requests.
- xi. Escalation process for service and support requests.
- xii. Description of any available chat functionality in a web-based support application to reach support staff.
- xiii. Describe your schedule for recurring preventative maintenance visits and the scope of maintenance provided at those visits.

F. Financial Proposal

In all presentation of financial information, keep in mind there will be two separate contracts, one for the Juvenile Hall and another for the other listed facilities. Clearly identify any differences in how the financial aspects of your proposal would relate to those respective contracts.

1. Video Visitation

- i. Provide a revenue sharing proposal. List and explain the revenues the County will receive in connection with the use of the system. Quote all commissions as a percentage of gross revenue.
- ii. Identify any variances between your proposal and the requirements outlined in Section III – B.
- iii. Identify all charges proposed to be imposed on users of the VVS. To provide a comparison benchmark among proposals, indicate the rate for 30-minutes video visitation sessions.
- iv. Describe any signing commissions that are proposed.
- v. Detail any cost associated and/or commission with the additional technology or optional features offered/proposed.
- vi. Provide an example of the traffic detail report to be provided to the County during the term of the contract.
- vii. Provide pricing for repairs, technical support, disaster avoidance, recover solutions, upgrades and patches, and any additional items relevant to maintaining the proposed VVS and related hardware/equipment.

INSURANCE REQUIREMENTS AND LIABILITY

Each respondent to the RFP who may have employees, contractors, or agents working on Lawrence County properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation at least which meet state standards. The owner or principal must also be insured by workers' compensation if they will be performing any of the services on

Lawrence County properties. There will be no exceptions to the insurance requirement. Proposer must indemnify and hold Lawrence County harmless against any claim which might be filed against it. Proposer also understands that the evidence of required insurance must be submitted within ten business days, unless specified otherwise under RFP specifications, following notification of award; otherwise, Lawrence County may rescind its acceptance of the proposal.

The vendor shall indemnify Lawrence County against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

Lawrence County has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

CLARIFICATION AND INTERPRETATION OF RFP

The words “must” and “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for the rejection of the proposal. There are other requirements Lawrence County considers important but not mandatory. It is important to respond to a concise manner to each section of this document and submit an itemized list of all exceptions.

Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award or any other legal remedies available to Lawrence County.

In the event that any interested vendor finds any part of the listed specifications, terms or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to immediately notify Lawrence County, via email at kodom@lawrencecountyttn.gov of such matters.

Unauthorized contact regarding this RFP with employees or officials of Lawrence County other than persons named below may result in disqualification from this procurement process.

Withdrawal or Modification of Proposal may be withdrawn at any time for any reason. A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided it fully conforms to the same general terms and requirements.

PROCEDURES FOR EVALUATING PROPOSALS AND AWARDING CONTRACT

In comparing the proposals to this RFP and making awards, Lawrence County may consider such factors as the quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price. Lawrence County reserves the right to ask questions of the proposer for clarification of proposal.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply shall be rejected without further evaluation.
- Proposals will be subjected to a technical analysis and evaluation.

EVALUATION REVIEW: Lawrence County reserves the right to accept or reject any and all proposals for any reason. Proposals will be awarded to the best overall respondent as determined by that which is in the best interests to Lawrence County. Lawrence County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgement as to the appropriateness of an award to the best-evaluated vendor. This information may be appended to the evaluation process results. Information on a service provider from reliable sources, and not within the service provider's submittal, may also be noted and made a part of the evaluation file. Lawrence County shall have sole responsibility for determining a reliable source. Lawrence County reserves the right to conduct written and/or oral discussion/interviews after the Proposals have closed. The purpose of such discussions/interviews is to provide clarification and/or additional information. These discussions/interviews shall be at no cost to Lawrence County.



ATTACHMENT 1

COVER SHEET

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp.)	
Federal Tax ID Number:	
Contact Person - Name	
Contact Person - Address	
Contact Person – Phone Number	
Contact Person – Email Address	

By signing this Cover Sheet I hereby attest: I have read and understood all the terms listed in the RFP; have read and understood all terms listed in this proposal; I am authorized to bind the listed entity into this agreement; and should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by Lawrence County, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

Signature of Authorized Representative

Date

Printed Name

Title

ATTACHMENT 2

COMPANY AFFIDAVIT

The affiant states with respect to this proposal submittal to Lawrence County, Tennessee:

I (we) hereby certify that if the contract is awarded to our company that no member or members of the governing body, elected official or officials, employee or employees of said County, or any person representing or purporting to represent the County, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a contract.

I hereby certify that I have full authority to bind this company and I have personally reviewed the information contained this RFP packet and this proposal, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this proposal, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the bid process.

I further recognize that Lawrence County reserves the right to make its decision for any reason considered advantageous to the County. The company selected may be selected without respect to price or other factors.

Signature

Date

Name

Phone

Title

Email

Company Name

Type of Business organization (Corporation, LLC, partnership, proprietorship) _____

Address

City, State, Zip

ATTACHMENT 3

AFFIDAVIT OF COMPLIANCE WITH

IRAN DIVESTMENT ACT

TENNESSEE CODE ANNOTATED, SECTION 12-12-106

Comes, _____, president or other principal Officer for and

on behalf of _____, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

(Signature of Affiant)

(title of Affiant)

ATTACHMENT 4

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted or had a civil judgement rendered against it:
 - For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or proposal rigging; or
 - For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Company Legal Name

Authorized Company Representative Name and Title (printed)

Authorized Company Representative (signature)

Date

_____ I am unable to certify to the above statement. Attached is my explanation.

ATTACHMENT 5



Lawrence County Government INSURANCE CHECKLIST

Vendor understands and agrees to confirm to these insurance requirements if given notice of intent to award this contract. The successful Vendor shall obtain and keep in force for the term of the project, workman's compensation, comprehensive general liability insurance and bodily injury and property damage insurance sufficient to hold the County harmless in the event of an accident or injury to Proposer of any employee or subcontractor of Proposer.

		<u>Coverage Required:</u>	<u>Minimum Limits Required:</u>
✓	1.	Workers' Compensation & Employer's Liability	Statutory Limits \$100,000 per occurrence \$100,000 disease \$500,000 annual aggregate
✓	2.	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
✓	3.	Business Auto Liability, Personal Injury	\$1,000,000 combined single limits
✓	4.	Professional Liability	\$1,000,000 per occurrence \$3,000,000 annual aggregate
✓	5.	Excess Umbrella Liability with Contractor's Form, including Excess Employer's Liability Coverage.	\$2,000,000 excess coverage \$2,000,000 for large projects or high risk
✓	7.	Vendor's insurance policy shall be endorsed to show "Lawrence County Government" named as additional insured on all required liability insurance. The above shall be named as loss payee on all types of required property insurance and for which any political subdivision of Lawrence County has an insurable interest.	
✓	8.	Cancellation clause on any insurance certificates MUST be amended to read, "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder."	

Any deviation from the above requirements shall be disclosed to the Lawrence County Director Accounts & Budget. Coverage specified above shall be written on an "occurrence" coverage form suitable to Lawrence County Government. Complete certified copies on insurance policies shall be provided upon request.

Certificate Holder shall be:

Lawrence County Government
700 Mahr Avenue
Lawrenceburg, TN 38464