

MUSKEGON COUNTY

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May 5, 2010

INMATE PAY PHONE SERVICE REQUEST FOR PROPOSALS RFP 10-1715

Vendor

The Muskegon County Board of Commissioners invites your proposal on a Inmate Pay Phone Service for the Muskegon County Sheriff's Department. A set of conditions and specifications/requirements are enclosed.

Proposals are due in the Muskegon County Purchasing Office, Central Services Building, 141 East Apple Avenue, Muskegon, MI 49442, no later than 3:00 PM prevailing time, Thursday, May 20, 2010.

The time of receipt shall be determined by the time clock stamp in the Purchasing Office. Bidders are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated.

No late proposals will be accepted.

Mr. Joseph Siedenstrang
Accounting Manager



DEPARTMENT OF FINANCE AND MANAGEMENT - PURCHASING • 141 E. APPLE AVENUE • MUSKEGON, MI 49442-3404
231.724.6281 • FAX 231.724.6593 • purchasing@co.muskegon.mi.us • www.co.muskegon.mi.us

An EEO / ADA Employer

TABLE OF CONTENTS

	<u>PAGE</u>
I Advertisement As It Appeared In Local Paper	1
II Proposal Certification/Non-Collusion Affidavit	2
III Proposal Summary/Addendum Summary	3
IV Proposal Conditions/Instructions To Bidders	4 - 11
V Proposal Specifications	12 - 20
General Requirements	12 - 14
Vendor Qualifications & Experience, Technical Requirements	15 - 19
Fees, Rates & Facility Commissions	20
VI References	21
VII Insurance Requirements	22 - 23
VIII No Bid Response	24

Attachments:

Revenue Reports - January 2010 thru March 2010

INMATE PAY PHONE SERVICE
REQUEST FOR PROPOSALS
RFP 10-1715

The Muskegon County Board of Commissioners invites your proposal on a Inmate Pay Phone Service for the Muskegon County Sheriff's Department.

Proposal request forms are available in the Muskegon County Purchasing Office, Central Services Building, 141 East Apple Avenue, Muskegon, MI 49442 or the Muskegon County Purchasing website at www.co.muskegon.mi.us/financeandmgt/pur_cs.htm. Proposals are due in the Purchasing Office, no later than 3:00 PM, prevailing time, Thursday, May 20, 2010.

No late proposals will be accepted. The Board reserves the right to accept or reject any or all proposals, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the County of Muskegon. The County of Muskegon operates on an equal opportunity basis in its bidding policy (Title VII of Civil Rights Act of 1964, Equal Opportunity Clause, Executive Order 11246, Chapter 60, Subpart A, 60-I.4, Revised Order No. 4). Bidding is open to all interested parties, in compliance with national, state and local laws.

Joseph Siedenstrang
Accounting Manager

PROPOSAL CERTIFICATION / NON-COLLUSION AFFIDAVIT

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or service, that it meets or exceeds all the specifications contained herein, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law, and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal, all specifications as stated, all bid prices, and certify that I am authorized to sign for the bidder.

Vendor: _____

Street Address: _____

City/State/Zip Code: _____

Phone No.: _____

Fax No.: _____

E-mail: _____

Web Site: _____

Signature: _____

Signer's Name Printed: _____

Title: _____

Date Certified: _____

PROPOSAL SUMMARY

All cost (including shipping, handling and all other costs) must be included in the total proposal price.

~~Bidders are to submit prices on the lines (spaces) provided below. Every line (space) must contain a figure, zero (0) or line (-). Failure to complete the proposal summary as stated above shall be cause for rejection of proposal. (Remember to double check your addition, subtraction and multiplication.)~~

See Specification section for explanation of Commission Structure.

ADDENDA SUMMARY

Please initial below acknowledging receipt of any addenda (give number and date of each).
If none were received, please indicate this as well.

Addendum Number	Addendum Date	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company Name _____

Signature _____

Printed Name _____

PROPOSAL CONDITIONS/INSTRUCTIONS TO BIDDERS

These conditions are an integral part of this proposal, and the vendor must comply with them.

1. Proposal Submittals

Vendor must bid on this form and as requested. **Vendor must submit four (4) copies of Proposal; One (1) copy marked “Original” and three (3) copies marked “Copy”.** Vendor should make copy of proposal for his or her file. The vendor’s name and address must appear on the outside of the envelope. The proposal must be sealed. If the proposal was downloaded from the internet, the vendor must clearly write the proposal name and number on the outside of the envelope along with the vendor’s business name.

2. All cost (including shipping, handling and all other costs) must be included in the total proposal price as stated on the Proposal Summary page.

~~Bidders are to submit prices on the lines (spaces) provided on the Proposal Summary page(s). Every line (space) must contain a numeric figure, zero (0) or line (-). Failure to complete the proposal summary as stated above shall be cause for rejection of proposal. (Remember to double check your addition, subtraction and multiplication.)~~

3. Delivery Date _____

~~The delivery time or completion date, as stated in the proposal form, shall be the time required to deliver and complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a proposal request, the bidder/offeror shall, unless otherwise stated by the County, show the delivery time for each item separately.~~

~~State anticipated delivery date _____~~

~~All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.~~

4. Invoices and Payment Terms

Invoices are to be mailed to the County department on the resulting purchase order. All invoices must include the purchase order number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payments within not less than ten (10) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.

State terms of sale _____

5. State the maximum time this proposal will be in force _____
(Minimum 60 Days)

6. Specification Inquiries

If there are any questions concerning the specifications contained in this Proposal Request, please contact Karen Dault, Sheriff’s Office at (231) 724-6565.

7. Proposal Procedure Inquiries
If there are any questions regarding proposal procedures, please contact the Purchasing Office at (231) 724-6281.
8. State manufacturer name and number where requested.
9. Brochures and Literature
Enclose brochure(s) with proposal.
10. Vendor Samples
Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the vendor at the vendor's expense. Samples of selected items may be retained for comparison purposes.
11. Insurance Requirements
The vendor should enclose with his or her proposal an insurance certificate indicating the insurance coverage stated under "County of Muskegon Insurance Requirements" section of this proposal. This must be furnished before the awarding of the proposal and before the signing of any County/contractor agreements and/or work performed by the vendor.
12. Commission Privilege
The Board of Commissioners reserves the right to accept or reject any or all proposals, reserves all rights granted to it by law, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the County of Muskegon.
13. Legal Requirements
Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of proposal and disputes about proposals. Lack of knowledge by a vendor about applicable law is not a defense.
14. Bidder/Offeror Representation
Each bidder/offeror must sign the proposal with his/her usual signature and shall give his/her full business address on the form provided in this proposal.

Proposals by partnership shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary or other person authorized to bind it in the matter.
15. Subcontracting
No portion of this proposal may be subcontracted without the prior written approval by the County. It may be in the best interest of the awardee to subcontract some parts of any given job; however, the contractor will be held responsible by the County for the quality, delivery and all terms and conditions of this proposal.

16. Assignment

Any purchase order awarded shall not be assignable by the vendor without the express written approval of the County and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

17. Civil Rights

A. The Vendor assures that in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86, and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), and the Michigan Civil Rights Act (1976, P.A. 453), no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this Vendor.

Assurance is given to County that good faith efforts will be made to identify and encourage the participation of minority, women and handicapper owned businesses in contract solicitations. The vendor shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority, women, and handicapper owned business in subcontracting; and (2) making discrimination a material breach of contract.

B. The Vendor assures that it meets the requirements of the Americans with Disabilities Act, Public Law 101-336, enacted July 26, 1990.

C. The Vendor assures that it meets the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F.

18. Alternates & Deviations

Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your proposal.

Alternates must be placed on a separate sheet.

The decision of the County of Muskegon, acting through the Accounting Manager or his authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

19. Rejection of Proposal

Proposals may be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of Proposal.

20. Proposal Evaluation and Award
The evaluation and award of this proposal shall be based on a combination of factors, including, but not limited to the following: cost, quality of product, references, completion date.
21. Bidder/Offeree Qualifications
No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the County upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, bidders/offers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the Specifications.
22. Vendor/Bidder Complaints or Protests
The County of Muskegon has established administrative procedures for handling vendor's complaints in a fair and timely manner. Vendors should observe the following steps in order to file complaints:
- Step 1
The vendor must contact the Accounting Manager within seven (7) days of the incident about which he or she has a complaint. The Accounting Manager may request the vendor to present the complaint in writing if it is serious and/or the vendor is requesting a delay of the purchase award.
- The Accounting Manager will investigate the complaint and review all findings with the County Administrator. The Accounting Manager will reply verbally or in writing to the vendor after discussion with the County Administrator.
- Step 2
If the vendor is dissatisfied with the Accounting Manager's reply, an appeal must be made in writing within seven (7) days to the County Administrator or the Muskegon County Board of Commissioners.
23. Material Safety Data Sheet
Each vendor shall provide the County of Muskegon with a complete copy of the U.S. Department of Occupational Safety and Health Administration, Material Safety Data Sheet, (Form OSHA-20) for each product you are using on this project, if hazardous materials are being used.
24. Errors/Omissions/Discrepancies
Any errors, omissions or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of the Accounting Manager as soon after discovery as possible. Further, the contractor and/or services provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.
25. Proposal Opening
Proposals will be opened and read publicly in the Central Services Building, 141 East Apple Avenue, Muskegon, MI at 3:00 PM, prevailing time, Thursday, May 20, 2010.

No bid award will be made at the time of the opening.

26. Telegraphic/Electronic Proposal Submittal
Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines or electronic mail) are **not** acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.
27. Proposal Changes
No late proposals will be accepted.
Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal opening will be void regardless of when they were mailed.
28. Purchase Order
A purchase order will be issued to the successful vendor after the proposal has been awarded by the Board. The County of Muskegon shall not be responsible for any goods delivered or services performed without a purchase order issued and signed by the Accounting Manager or an authorized representative.
29. Accelerated Pay Discounts
Accelerated discounts should be so stated on the proposal form. If quick pay discounts are offered, the County reserves the right to include that discount as part of the award criteria. Prices bid must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.
30. Proposal Results
Vendors submitting proposals who wish to know the results before the award is made, may visit the website at <http://www.co.muskegon.mi.us/financeandmgt/bidtabulations.cfm> , call the Muskegon County Purchasing Office at (231) 724-6281, or visit the office. After the award is made, the proposal results will be posted on the Muskegon County Purchasing website.
31. Taxes
Sales Tax: For purchases made directly by the County of Muskegon, the County is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for County Sales Tax will be furnished upon request.

Federal Excise Tax: The County of Muskegon may be exempt from Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this contract are used for the County's exclusive use. Certificates exclusive use is for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Codes, prices shall not include the Federal Excise Tax.

The County's Tax Exempt Certification is available for bidder viewing upon request.
http://www.co.muskegon.mi.us/financeandmgt/pur_forms.htm
The County's Federal ID # is 38-6006063.
32. For the benefit of brevity, when the pronouns "he" or "his" / "she" or "her" are used, it is not intended to denote the gender of any person.

33. Exceptions
The bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all requirements of the terms, conditions and specifications.
34. Brand Names
Unless otherwise specified, manufacturer's names, trade names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The vendor may offer any equivalent product which meets or exceeds the specifications. If proposals are based on equivalent products, the proposal must: a) indicate the alternate manufacturer's name and catalog number; b) include complete descriptive literature and/or specifications; c) include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If bidder fails to name a substitute, goods identical to the specified standard must be furnished.
35. Ownership and Use of Documents
a. All documents prepared in connection with this agreement will become the property of the County whether any project related to this agreement is executed or not.
b. The vendor will retain all of its records and supporting documentation relating to this agreement, and not delivered to the County, for a period of three years, except that in the event the vendor goes out of business during that period, it will turn over to the County all of its records relating to the project for retention by the County.
36. Termination for Convenience
Muskegon County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving notice to the vendor. Muskegon County shall pay all reasonable costs incurred by the vendor up to the date of termination. However, in no event shall the vendor be paid any amount which exceeds the price bid for the work performed. The vendor will not be reimbursed for any profits which may have been earned up to the date of termination.
37. Termination for Default
When the vendor has not performed or has unsatisfactorily performed the contract or in the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion of Muskegon County. Failure on the part of a vendor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The vendor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work.
38. Termination Due to Unavailability of Funds in Succeeding Fiscal Years
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the vendor shall be reimbursed for a reasonable value of any non-recurring costs incurred, but not amortized in the price of the supplies or services delivered under the contract.

39. Rights and Remedies of County for Default
If any item furnished by the vendor fails to conform to specifications, or to the sample submitted by the vendor, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
40. Avoidance of Conflict of Interest and Confidentiality
The contractor may provide consultation services to other government organizations in Michigan and elsewhere. In order to preserve the trust and confidence of their client, the contractor adheres to a set of principles that enables them to perform their work in a manner that is free of real or perceived conflicts of interests. These principles are as follows:
- a. Contractor will not discuss, distribute or use in any way the data or information acquired in the course of providing services to Muskegon County without prior approval by the county.
 - b. Contractor will not undertake a specific activity which may be viewed as adverse to the interests of another client without obtaining the agreement of both parties.
 - c. Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
41. Proposal conditions/instructions to bidders, specifications/requirements may become part of a contract for this product/service.
42. Freedom of Information Act
Proposals will be available for public inspection after the award announcement, except to the extent that a bidder designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A bidder's designation of material as confidential will not necessarily be conclusive and the bidder may be required to provide justification why such material should not be disclosed, on request, under the Michigan Freedom of Information Act.
43. Debarment
If a bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the bidder must provide the County with that information as

part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your proposal from consideration or termination of the purchase order, once awarded.

44. Bidder Registration

If the successful bidder is not registered with the County of Muskegon as a vendor, the bidder will be required to complete a vendor registration in order to be awarded the proposal. If the awarded bidder does not submit the completed registration to the Purchasing Office within 48 hours of its being notified of the award, the County may determine that the bidder shall be deemed not responsive and not be considered for an award.

If the vendor is a DBE (Disadvantaged Business Enterprise), the vendor is encouraged to complete the Unified Certification Application and become a certified vendor with the County of Muskegon.

45. Mandatory Pre-Proposal Meetings

~~A representative from the bidder's company is required to attend the mandatory pre-proposal meeting. The representative must be in attendance of the meeting before the meeting is officially adjourned by the moderator in attendance. Failure to attend the mandatory pre-proposal meeting will result in the bidder being disqualified from bidding.~~

46. Cooperative Bidding

~~Various municipalities (consisting of the county, cities, townships and villages) along with other non-profit organizations located within the boundaries of Muskegon County, Michigan, have formed a cooperative purchasing group for the purpose of combining procurement of like commodities. It is requested that the vendor awarded the proposal extend to members of the group the same prices quoted in this proposal. Each individual participating member will place their own orders and be responsible for paying their own invoices.~~

47. Contract Renewal Option

The contract is for three years with the option to renew for two subsequent years, one year at a time, based on mutual agreement between both parties.

PROPOSAL SPECIFICATIONS

If there are any questions regarding the following specifications, please contact:

Karen Dault, Sheriff's Office at (231) 724-6565

GENERAL REQUIREMENTS

It is the intent of these specifications to obtain proposals from qualified suppliers to provide local and long distance telephone service, including a recording and monitoring system and equipment for the inmates at the following County facilities:

Muskegon County Sheriff's Department / Jail
25 Walton, Muskegon, MI 49440

Any item not specifically mentioned but necessary for the delivery and operation of the proposed system shall be included in this proposal. These specifications and requirements should be in sufficient detail to secure proposals on comparable services.

The requirements listed herein should be met by all offerer's proposals. In instances where the proposal differs from these requirements, offerer shall note the difference and describe in detail how their proposal will meet the County's needs without including this specific requirement. Failure to meet these requirements may be cause for rejection of the supplier's proposal at the County's discretion.

Definitions

For the purpose of this RFP, the terms "Supplier" and "Offerer" refer to the provider of equipment and services. The word "County" will refer to Muskegon County. The "System" will be referred to as the Inmate Telephone System.

RFP Submission

Each Supplier must prepare a written response. Proposal shall be formatted consistent with the specific sections and paragraphs and must respond to each on an individual basis. Failure to address any item shall be interpreted as non-compliance. Suppliers must respond to all paragraphs and submit the following:

Letter of transmittal

Supplier Qualifications and Experience
Summary of Compliance with Technical Requirements

One (1) original and three (3) copies of the RFP response must be returned no later than 3:00 p.m. on Thursday, May 20, 2010.

A letter of transmittal must be attached to the proposal. Included in the letter shall be a statement that identifies all materials and enclosures being forwarded in the proposal. The letter of transmittal must be signed by the person who is authorized to contractually commit the Supplier's organization.

Supplier Inquiries

If additions, deletions, modifications or clarifications to the RFP become necessary, the changes will be noted by written addendum and/or posted on the Muskegon County Purchasing website to the Suppliers. Nothing presented orally during Supplier inquiries will modify or alter the specifications.

The Supplier shall identify a contact person who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to requests for clarification, if any, and must provide the following:

Name:
Organization:
Address: email address:
(Area Code) Telephone Number: Office & Cell

Basis of Award

The County will review all responses to assure compliance with the specifications. Supplier may be excluded from further consideration for failure to comply with the specifications of the RFP.

An inmate telephone system is a vital service to the Sheriff's Office; the investigative tools, operation efficiencies and added security are important aspects expected to be derived from this service.

The contents of this solicitation and the Supplier's response, when submitted to and accepted by the County, shall become an integral part of any contract agreed upon between the Supplier and the County.

To ensure specified performance of the proposed system, the County reserves the right to require a Supplier(s) to demonstrate the system and any features specified in this RFP.

The proposal will be evaluated with regards but not limited to the following criteria factors. Factors are not listed in any weighted order:

1. Demonstrated ability to meet the technical requirements, based upon the RFP responses and information provided by similar facilities in which the Supplier has their system installed.
2. Financial Offering including a commission rate based on gross revenue (defined as revenue on all local and long distance calls), rate charged to the party who accepts the charges and the suppliers ability to offer direct billing, collect call billing through a LEC, prepaid and debit based calling.
3. Supplier experience, technology offering, account support team, maintenance and current customer references.
4. Proposed project plan, scheduling, and implementation with minimal interruption of service.

Contract Term

The contract will be for a period of three (3) years. At the expiration of this contract, Muskegon County will have the option of continuing the phone services with the offerer's company at the same commission and rates for a period of two (2) additional years in one-year increments. Each optional year will require Muskegon County's approval for renewal.

Damage and Repair Liability

The County will have no liability to the Supplier for fraud, theft, vandalism/damage or loss of the Supplier's equipment inflicted by the inmates or the public. All costs associated with the repair will be the responsibility of the Supplier.

Supplier warrants that all repairs will be made at its expense. Offerers shall make all reasonable efforts to ensure that the phone system is operational and repaired as quickly as possible.

Installation/Disconnection

The Supplier will be responsible for all costs of installation or disconnection throughout the term of the Contract.

The Supplier will be required to furnish and install equipment, dedicated lines and any other item necessary to make this service functional. The incumbent Supplier will remove all equipment, dialers and/or dedicated phone lines from the County facilities without charge.

Present Muskegon County Inmate Telephone System

IC Solutions is currently providing inmate telephone service to Muskegon County. The current number of inmate telephones is as follows:

9 Visitation Booths

35 Inmate Phones

Set up similar to pay phone booth. Inmate phone and visitor phone but without the coin option. Three phones in booking with free local calls. There is currently no debit card volume.

Phones must be supplied at no charge in all receiving cells, fingerprint rooms, conference rooms, and medical office. Phones must be equipped with remote on / off switches. County would like to add an additional 10 phones.

Software Demonstrations

Suppliers will be required to be able to provide an on-site software demonstration to include the recording of phone conversations prior to contract award at the discretion of Muskegon County.

Miscellaneous Requirements

The County will not be liable for any of the cost incurred in preparation and presentation of the response.

Any materials submitted by the Supplier that is considered confidential in nature must be clearly marked as such. Due to applicable laws and regulations concerning public documents, the County makes no representation that such material will be kept confidential.

Financial Stability

Bidder shall provide Muskegon County with financial statements, including statements of operations, balance sheets, and statements of cash flows for the last two fiscal years.

Additional Information

The average daily population of the (ADP) is 414 house inmates. The ADP for work release is 12 inmates. The facility does not have any Federal or State inmates.

SUPPLIER QUALIFICATIONS & EXPERIENCE, TECHNICAL REQUIREMENTS

Experience

Supplier shall be experienced in providing phone service to counties with inmate phones. Supplier should provide an overview of their firm, including years and nature of experience in telephones business.

The Supplier shall provide information describing its client base and the proposed system's position in the counties of Michigan.

Patent & Copyrights

The Supplier will hold harmless the County, its officer, and employees against all claims that machines or software supplied infringe a U.S. patent or copyright. The Supplier further asserts that the equipment and software proposed does not infringe on any U.S. patent or copyright.

General Requirements

1. The proposed system shall allow outgoing calls, only.
2. The proposed system shall allow inmate calls to be restricted to 15 minutes. Muskegon County representatives must be able to change this call duration limit by inmate PIN, specific telephone, or group of telephones.
3. The users – inmate and called party – shall be notified of limit in advance of the system terminating the call.
4. The proposed system must require active acceptance by the called party.
5. The proposed system shall include user prompts in English and Spanish in addition to other languages that may be requested by the County.
6. The Supplier will need to have a program that will proactively attempt to set-up an account for individuals who are not able to accept collect calls, enabling families to quickly communicate with incarcerated individuals. Please describe your program.
7. Supplier must notify end user when they have reached 75% of its site or personal credit limit and describe process.

Personal Identification Number (PIN)

The Jail currently has PIN capability.

1. The proposed system shall utilize Personal Identification Numbers (PIN) for the inmates. Describe your system's use of PINs, including Open PIN, Restricted PIN, and Closed PIN.
2. The proposed system shall prevent duplicate PINs.
3. What is the minimum and maximum number of digits used in a PIN.
4. The County must be able to restrict calls based on the inmate's PIN. This includes call duration, time of day, and destination numbers.
5. The proposed system shall provide a method of verifying the inmate's PIN to guard against fraudulent PIN use. Provide a detailed description of your solution. List facilities where this feature has been implemented.

Fraud Management

1. The proposed system shall detect and prevent three-way or conference calls, except for those calls to attorney's or other approved numbers and provide any patent that you may have which applies to this feature.

2. The proposed system shall prevent the inmate from receiving a second dial tone, or “chain-dialing.”
3. The proposed system shall prevent the inmate from dialing (toning) any digits after the initial call is placed. This should start at the same time the automated message begins.
4. The proposed system shall have capability to remotely survey Inmate calls and be able to transfer specific calls in progress to investigators
5. The proposed system shall brand each call with the name of the facility and the inmate placing the call.
6. The proposed system shall continue to play the brand recording at random intervals throughout the call.
7. The proposed system shall guard against “Hook-switch dialing,” and other fraudulent activities. Please describe.
8. The proposed system shall prevent the inmate from hearing the called party until the call has been accepted.
9. The system shall detect the difference between an accepted call, and an answering machine, busy signal, or other telephone activity. Please describe.
10. The proposed system shall allow call blocking of specific numbers by inmate PIN, telephones, or group of telephones.
11. The proposed system shall also assign approved calling numbers according to inmate PIN.
12. The proposed system shall permit the called party to block all future calls from a correctional facility.

Voice & Other investigative Tools

1. The proposed system shall have the capabilities to provide a voice feature, which will assist in authenticating an individuals identity.
2. The system will need to be equipped with a remote call-forwarding feature for those numbers that are under surveillance by the investigative unit. The feature will need to allow authorized personnel to monitor a call, from any designated remote location, while the call is in progress. The call will need to be automatically re-routed once the call is accepted by the called party and in progress. There can not be any distance barriers to the retrieval process so the remote telephone number can be located within the facility or across the country.
3. The inmate calling system will need to be able to interface with the facilities LAN allowing access to all features and tools from existing desktop computers. The system will also need to allow for immediate, real-time live monitoring of calls in progress via either the Supplier provided multi-media PC workstation or predetermined desktops on the LAN throughout the county, including but not limited to, City Police Departments, Sheriff’s District Offices and other locations as determined by the county.
4. Please provide any other additional investigative tools, features or creative solutions that might be available Muskegon County.

Call Acceptance

1. The proposed system shall alert the called party of the per-minute cost of the call and that the call may be monitored, prior to acceptance.
2. The called party must actively accept the call.
3. The inmate cannot communicate with the called party until the call has been accepted.
4. Billing does not begin until the call is accepted.

System Security

1. The proposed system must be programmed for auto shut-off at times designated by the County.
2. The County personnel must be able to manually shut down the system in case of emergency.
3. The proposed system shall be password protected to permit only appropriate facility personnel access to the system.

Reports

1. The Supplier shall supply the capability for the facility to view and track call activity, commission information, and facility service requests from practically any location at any time via a web accessible site.
2. The supplier shall supply call detail reports to the County. These reports shall contain a variety of call information and be customizable to suit the County's needs.
3. Standard reports should include: Frequently Dialed Numbers, 3-Way Call Attempts, and Call Volume by Telephone.
4. Supplier shall supply monthly revenue reports.
5. Supplier shall attach samples of their call detail and other standard reports.
6. Supplier shall provide a secure access to all calling activity within the facility via the internet/web. The hosted site will need to provide an interface that will allow a facility to view call detail reports, check and track a facility commission data, and schedule monthly payments. This system should also allow facilities to open and/or view the status of service tickets.

Service & Maintenance

1. Supplier shall provide 24-hour, toll-free service number.
2. Supplier shall address all major service outages within four hours.
3. Supplier shall provide service policies and procedures as an attachment to this proposal.
4. Describe the maintenance and quality assurance programs for telephones to be installed.
5. It is solely the suppliers responsibility to provide installation and maintenance which includes all wiring at the detention facilities as well as any additional wiring required to facilitate visitation recording and monitoring.
6. Detail equipment installation charges, if any.
7. Describe the maintenance and quality assurance programs for telephones to be installed.
8. Detail the method of determining service interruptions and service call priorities. List response time for each priority and the level of expertise devoted to each priority.
9. Provide a contact person who will be responsible for ongoing account management and support.
10. List the service office responsible for the facility.
11. Any hardware failure that prevents recordings must be replaced the next business day.

Installation and Cut-Over

1. The contractor will provide inmate phone sets, the remote administration station and the automated inmate call control system, install the visitation recording sets, remote system access via the LAN and the system and insure that they are working properly. This installation is to be completed within sixty (60) days after award of the contract.
2. A bidder shall submit a complete and detailed schedule of the time-frame required for installation, utility coordination, training, cut over and testing. The system must be installed in a manner and under a time-frame designed to minimize disruption of the normal functioning of the facilities. Current contract ends 2010. Supplier to work with IC Solutions to provide minimum disruption of service.

3. If the schedule cannot be met within the 60 days stated above, contractor must propose an installation schedule of events. Failure to state installation time in the bid will obligate the contractor to complete installation so as required in the bid. Extended installation time may be considered when in the best interest of the County.
4. Any delay in the implementation of the contractors' schedule that is caused by the County will increase the contractor's time allowance to complete installation but the contractor must submit a complete and detailed schedule of additional time required.
5. The risk of loss and or damage will be assumed by the contractor during shipment, unloading and installation.

Call Monitoring & Recording

1. The proposed system shall maintain 360 days of call recording online.
2. 360 days of live and not archived/backup data. Beyond 360 may be on a backup tape and/or secondary storage bank of hard drives.
3. Facility personnel must be able to search call recordings by dialed number, date, time, inmate account, or site ID.
4. Facility personnel must be able to simultaneously listen to and record conversations.
5. Recordings must be backed for archival. Please describe system utilized.
6. The system shall have integrated visitation phone recording capabilities.

Training

1. Supplier shall provide on-site training to Muskegon County staff in system administration, operation, and reporting.
2. Describe training program; include description of course and any applicable documents.

Payment Options

1. The proposed system shall allow collect calls only.
2. The proposed system shall provide a debit account for inmates' families and other approved parties.
3. All prepaid calls will be subject to the same restrictions and features as standard inmate collect calls.
4. The called party shall be informed of the per-minute cost of the call and that the call may be monitored prior to accepting the charges.
5. The proposed supplier shall have a system in place that will allow inmate families and friends to set-up alternate billing methods directly with the supplier. Two of the methods the County would like to see offered are:
 - a. The supplier should have a system in place that will allow inmate families and friends to set-up an account directly with the supplier.
 - b. The supplier should have an advance payment system. This system should allow customers to prepay the supplier for calls from the facility.

Equipment

1. The proposed inmate telephone system shall be a turnkey, non-coin telephone system and service.
2. The supplier shall provide non-coin, collect call, inmate telephones composed of durable, tamper-free equipment suitable for jail environments. Equipment must not contain any removable parts.
3. The proposed system shall include any hardware, such as computer, modem, and any system software necessary to allow facility personnel to query, display, and print inmate telephone activity.

4. Must include mirrored drive system for both the system and data partitions and backup system of either DLT, DAT or LTO.
5. The proposed system shall have the ability, as authorized by the Sheriff's Office, to monitor live or listen to previously recorded calls at the Sheriff's District Offices.
6. The proposed system software shall be based on security level and password protected.
7. All supplier equipment shall comply with FCC regulations.
8. The proposed equipment and system shall be scalable to meet the County's growing needs.
9. System must be installed with real time backup (RAID). Operating system not installed on same hard drive partition as database and call history files.
10. Disclose, with percentages clearly shown, what work is or will be subcontracted, and what work is or will be performed by the Supplier's employees.
11. Indicate your firm's ability to provide the facility with a computer and programming to integrate with the inmate telephone system. Indicate the ability of the system to identify:
 - Telephone number originating call
 - Time of call
 - Telephone number called
 - Most frequently called numbers
 - Length of call
 - Identify numbers called from a specific telephone number
 - Identify telephone numbers called by a specific inmate
 - Alarm number status
 - Alarm a telephone number and allow automatic recording of the call
 - Multiple calls from different inmate phones to the same number

FEES, RATES & FACILITY COMMISSIONS

Fees, Rates & Commission

1. The system will need to have the capability to inform the called party of the call cost prior to acceptance.
2. The rates charged to users shall not exceed the tariffs as mandated by the Public Utilities Commission for all services. Please provide a copy of the rates that will be charged.
3. The supplier shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
4. The supplier shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to its provisions of this contract.
5. Supplier billing to called parties must include the supplier information and a toll-free telephone number to resolve billing disputes.
6. Billing charges shall begin at the time of the call completion when the calling party is connected to the called party and shall be terminated when either party hangs up. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.
7. Under no circumstances will the commission rate be adjusted lower than the rate agreed to at contract award, nor will the County be obligated to renegotiate any portion of this contract as a result of an increase to the commission rate.

Commission Structure

Please provide information on the commission structure. Include the following within your response:

What is the percentage of commission you will pay Muskegon County? Failure to state proposed commission percentage will result in rejection of proposal.

1. The commission rate shall be based on Gross Revenue. Gross revenues shall be defined as total billable minutes without any allowances or deduction for fraud, line charges, and equipment charges, other collectible or uncollectible charges. Offerors shall include a detailed analysis as to how they determine gross revenue.
2. Method of reporting the calculation of the County's commission payment.
 - a. Provide samples of proposed reports.
 - b. Is there a charge for customized reports?
 - c. If yes, provide amounts.
3. Describe collection procedures.
 - a. The County will reserve the right to: audit collection procedures and commission computations and to terminate the contract if repeated inaccuracies in either procedures or computations are revealed.
 - b. What types of reports are available to Muskegon County to audit commission payments? Provide samples of reports.
 - c. Muskegon County requires detailed reports of placed, accepted, local and long distance calls.
4. Describe the procedure for handling uncollectible revenue. State whether this expense reduces County commission and, if so, specify in what manner.
5. Describe the procedure for billing.
 - a. Describe your billing process and who handles billing.
 - b. Will there be any handling fees charged to the County?
 - c. Are there any deductions from revenues?
6. Provide supplier proposed calling rates for local, intraLATA, interLATA, and interstate calls.

REFERENCES

The supplier must furnish at least three (3) references from persons who can attest to the quality of similar prior work performed on similar projects:

1. Company Name: _____
 Street Address: _____
 City/State/Zip Code: _____
 Contact Person: _____
 Phone No.: _____

2. Company Name: _____
 Street Address: _____
 City/State/Zip Code: _____
 Contact Person: _____
 Phone No.: _____

3. Company Name: _____
 Street Address: _____
 City/State/Zip Code: _____
 Contact Person: _____
 Phone No.: _____

COUNTY OF MUSKEGON
SERVICE VENDOR'S INSURANCE REQUIREMENTS

A. PROOF OF INSURANCE

The vendor shall furnish the county with satisfactory proof of insurance (e.g. certificate of insurance, binder, copy of policy declaration page) prior to signing the County/Vendor agreements.

B. REQUIRED COVERAGES

Liability policies shall include the county and its subsidiaries, departments, and agencies and their respective officials, officers, directors, employees, and agents named as Additional Insureds.

WORKERS' COMPENSATION

Coverage for its employees with statutory limits and Employers Liability coverage with limits of:

Coverage A - Compensation as required by Statute

Coverage B - Employer's Liability to \$500,000

COMMERCIAL GENERAL LIABILITY

Coverage on the standard ISO 1993 Form, which includes contractual liability, personal injury, broad form property damage, extended liability, and, where applicable, products liability coverage, with coverage limits of:

Per occurrence \$1,000,000

COMPREHENSIVE AUTOMOBILE LIABILITY

Coverage on the standard ISO 1990 Form, which includes contractual liability coverage and coverage for all owned, hired, and non-owned vehicles with limits of:

Bodily Injury and Property Damage,
Any One Accident or Loss \$1,000,000

1. The foregoing policies shall be evidenced by a certificate of insurance acceptable to the County. Such certificate shall be issued by an insurance carrier with an A.M. Best rating of "A-" or better and delivered to the County prior to the performance of any services hereunder. Such insurance certificate shall provide that the coverages evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the County. Additional certificates, evidencing renewal of such policies during the time period they are required to be kept in effect, shall be delivered to the County no less than thirty (30) days prior to the expiration of the term of any required coverage.
2. Upon the request of the County, the Vendor shall deliver to the County copies of all policies listed in the foregoing paragraphs once a year, upon renewal, or upon procurement in the case of new or additional coverage, whichever occurs first. Claims-made policies shall not be acceptable to the County for any of the insurance coverages required herein.

3. The Vendor's indemnity obligation specified in Paragraph C of this Agreement shall not be negated or reduced by virtue of the denial of insurance coverage or refusal to defend the County for any occurrence or event which is subject to the said indemnity obligation.
4. Compliance by the Vendor with the requirements of this Article shall not relieve the Vendor from its indemnity obligation and liability pursuant to Paragraph C of this Agreement or any other liability to the County, whether specified in this Agreement or otherwise.
5. The Vendor agrees that the County shall have no responsibility to verify the Vendor's compliance with any insurance requirements contained in this Agreement or otherwise.
6. All notices, certificates, and policies referred to in this (Article, Section, Division, etc.) shall be sent to:

The County of Muskegon
Attn: Purchasing
141 East Apple Avenue
Muskegon, MI 49442

C. HOLD HARMLESS AGREEMENT

All contracts must contain the following Hold Harmless Agreement:

To the fullest extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of the Vendor, its subcontractors, or the joint negligence of the Vendor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

D. SUBCONTRACTOR REQUIREMENTS

Vendor agrees to contractually obligate its subcontractors to indemnify the County in precise conformance to the terms of Vendor's obligation to indemnify the County pursuant to this Agreement.

The Vendor further agrees to contractually obligate its subcontractors to provide insurance with the insurance coverages and limits of liability required to be provided by the Vendor pursuant to the terms and conditions of this Agreement.

E. CANCELLATION OR REDUCTION IN COVERAGE

Notice: In the event of a lapse or reduction in the required coverages, the Vendor shall cease operations and shall not resume operations until new insurance is in force.

NO BID RESPONSE FORM

**Muskegon County Purchasing
Central Services Building
141 East Apple Avenue
Muskegon, MI 49442
Fax Number: 231.724.6593**

Complete this form if you do not intend to respond to this request. Failure to do this may result in your firm being removed from our bid list for this commodity.

Bid Number: _____ **Opening Date:** _____

Name of Bid: _____

1. Specifications are too tight, i.e., geared toward one (1) brand or manufacturer only (Explain below). _____
2. Specifications are unclear (Explain below). _____
3. We are unable to meet specifications. _____
4. Insufficient time to respond. _____
5. Our schedule would not permit us to perform within the required time. _____
6. We are unable to meet bond requirements. _____
7. We are unable to meet insurance requirements. _____
8. We do not offer this product or service. _____
9. Remove us from your bidder's list for this particular commodity or service. _____
10. Keep our name on your bidder's list for future reference. _____
11. Other (Specify below). _____

REMARKS:

Company Name: _____ **Date:** _____

Signature: _____ **Printed Name & Title:** _____



Revenue Report
Site: Muskegon County Jail
Site = Muskegon County Jail Start = 2010 01 01 End = 2010 02 01 00:00:00

Charge Type	Tariff Type	Calls	Talk Secs	Billed Mins	Revenue	Percent
Collect	Local	950	536430	9293	7005.05	
	Intra Cell	0	0	0	0.00	
	Intra LATA	113	45856	819	1011.46	
	Intrastate	10	4055	71	88.49	
	Interstate	77	27359	494	743.81	
	Canadian	0	0	0	0.00	
Subtotal		1150	613700	10677	8848.81	30.4
Prepaid collect	Local	2036	1188662	20509	15220.35	
	Intra Cell	0	0	0	0.00	
	Intra LATA	376	211763	3630	3989.90	
	Intrastate	37	13899	247	316.58	
	Interstate	66	33459	578	775.12	
	Canadian	0	0	0	0.00	
	Caribbean	0	0	0	0.00	
	International	0	0	0	0.00	
Subtotal		2515	1447783	24964	20301.95	69.6
Debit	Local	0	0	0	0.00	
	Intra Cell	0	0	0	0.00	
	Intra LATA	0	0	0	0.00	
	Intrastate	0	0	0	0.00	
	Interstate	0	0	0	0.00	
	Canadian	0	0	0	0.00	
	Caribbean	0	0	0	0.00	
	International	0	0	0	0.00	
Subtotal		0	0	0	0.00	0.0
Debit card	Local	0	0	0	0.00	
	Intra Cell	0	0	0	0.00	
	Intra LATA	0	0	0	0.00	
	Intrastate	0	0	0	0.00	
	Interstate	0	0	0	0.00	
	Canadian	0	0	0	0.00	
	Caribbean	0	0	0	0.00	
	International	0	0	0	0.00	
Subtotal		0	0	0	0.00	0.0
Total		3665	2061483	35641	29150.76	100.0



Revenue Report
Site: Muskegon County Jail
Site = Muskegon County Jail Start = 2010 02 01 End = 2010 03 01 00:00:00

Charge Type	Tariff Type	Calls	Talk Secs	Billed Mins	Revenue	Percent
Collect	Local	902	498270	8648	6589.70	
	Intra Cell	0	0	0	0.00	
	Intra LATA	118	59345	1039	1183.01	
	Intrastate	10	1361	27	58.13	
	Interstate	58	24360	433	614.47	
	Canadian	0	0	0	0.00	
Subtotal		1088	583336	10147	8445.31	25.8
Prepaid collect	Local	2372	1449795	24959	18105.05	
	Intra Cell	0	0	0	0.00	
	Intra LATA	344	214053	3644	3873.16	
	Intrastate	104	48734	842	991.78	
	Interstate	104	57851	996	1297.24	
	Canadian	0	0	0	0.00	
	Caribbean	0	0	0	0.00	
	International	0	0	0	0.00	
Subtotal		2924	1770433	30441	24267.23	74.2
Debit	Local	0	0	0	0.00	
	Intra Cell	0	0	0	0.00	
	Intra LATA	0	0	0	0.00	
	Intrastate	0	0	0	0.00	
	Interstate	0	0	0	0.00	
	Canadian	0	0	0	0.00	
	Caribbean	0	0	0	0.00	
	International	0	0	0	0.00	
Subtotal		0	0	0	0.00	0.0
Debit card	Local	0	0	0	0.00	
	Intra Cell	0	0	0	0.00	
	Intra LATA	0	0	0	0.00	
	Intrastate	0	0	0	0.00	
	Interstate	0	0	0	0.00	
	Canadian	0	0	0	0.00	
	Caribbean	0	0	0	0.00	
	International	0	0	0	0.00	
Subtotal		0	0	0	0.00	0.0
Total		4012	2353769	40588	32712.54	100.0



Revenue Report
Site: Muskegon County Jail
Site = Muskegon County Jail Start = 2010 03 01 End = 2010 04 01 00:00:00

Charge Type	Tariff Type	Calls	Talk Secs	Billed Mins	Revenue	Percent
Collect	Local	1106	583406	10150	7921.20	
	Intra Cell	0	0	0	0.00	
	Intra LATA	92	37553	664	821.56	
	Intrastate	30	8870	163	230.97	
	Interstate	107	44123	779	1115.96	
	Canadian	0	0	0	0.00	
Subtotal		1335	673952	11756	10089.69	27.4
Prepaid collect	Local	2599	1513007	26143	19416.10	
	Intra Cell	0	0	0	0.00	
	Intra LATA	402	224594	3845	4240.95	
	Intrastate	61	31050	535	610.10	
	Interstate	210	103274	1797	2428.83	
	Canadian	0	0	0	0.00	
	Caribbean	0	0	0	0.00	
	International	0	0	0	0.00	
Subtotal		3272	1871925	32320	26695.98	72.6
Debit	Local	0	0	0	0.00	
	Intra Cell	0	0	0	0.00	
	Intra LATA	0	0	0	0.00	
	Intrastate	0	0	0	0.00	
	Interstate	0	0	0	0.00	
	Canadian	0	0	0	0.00	
	Caribbean	0	0	0	0.00	
	International	0	0	0	0.00	
Subtotal		0	0	0	0.00	0.0
Debit card	Local	0	0	0	0.00	
	Intra Cell	0	0	0	0.00	
	Intra LATA	0	0	0	0.00	
	Intrastate	0	0	0	0.00	
	Interstate	0	0	0	0.00	
	Canadian	0	0	0	0.00	
	Caribbean	0	0	0	0.00	
	International	0	0	0	0.00	
Subtotal		0	0	0	0.00	0.0
Total		4607	2545877	44076	36785.67	100.0