



REQUEST FOR PROPOSAL (RFP) NOTICE
RFP #2026009 INMATE COMMUNICATION AND TECHNOLOGY SERVICES

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| Solicitation Number: | 2026009 |
| Issue Date: | April 13, 2026 |
| All meeting times are listed in Eastern Standard Time (EST). | |
| <u>MANDATORY PRE-PROPOSAL MEETING</u> | |
| Attendance at the scheduled pre-proposal meeting is <u>mandatory</u> ; Offerors who do not attend will be deemed non-responsive and will not be considered for award. | |
| Pre-Proposal Meeting: | May 27, 2026, at 10:00 a.m. |
| Pre-Proposal Teams Link: | Join the meeting now |
| Meeting ID: | Meeting ID: 245 464 185 389 560 |
| Passcode: | Passcode: mJ27ft7R |
| Questions Due: | June 2, 2026, at 5:00 p.m. |
| Proposal Due Date: | June 10, 2026, at 10:00 a.m. |
| Submit Proposal Via: | County website |
| Contract Term: | Five (5) Year Contract. Three (3) Base Years and Two (2) Option Years |

All documents regarding this proposal may be viewed or downloaded at [County website](#).

The Kalamazoo County Sheriff's Office seeks to contract with a qualified vendor to provide **telecommunications and technology services for residents within the Kalamazoo County Jail. Services shall include telecommunications systems with FCC-compliant pricing, as well as optional entertainment and educational services, as approved by the Sheriff's Office.**

The selected vendor shall be responsible for the installation, operation, maintenance, and ongoing support of all systems, including on-site service and troubleshooting with a dedicated technician assigned to the facility.

Awards shall be based on the Evaluation Criteria using the evaluation tool provided as a separate attachment. Award recommendations will be provided to the Kalamazoo County Board of Commissioners or the County Administrator, for final approval as authorized. Contract award(s) are contingent upon approval of available budget.

Questions and requests for clarification related to definition or interpretation of this RFP shall be submitted in writing prior to **date and time specified above** by email to: purchasing@kalcounty.gov.

RFP #2026009 INMATE COMMUNICATION AND TECHNOLOGY SERVICES
TABLE OF CONTENTS

| | |
|--|-----------|
| REQUEST FOR PROPOSAL (RFP) NOTICE | 1 |
| TABLE OF CONTENTS | 2 |
| INSTRUCTIONS FOR OFFERORS..... | 4 |
| A. Schedule | 4 |
| B. Proposal Submittal | 4 |
| C. Questions | 4 |
| D. Offeror Communications | 4 |
| E. RFP Process..... | 5 |
| F. Proposal Format and Organization | 7 |
| G. Evaluation and Selection..... | 8 |
| H. County Commitment..... | 8 |
| I. Late, Modified, or Withdrawn Proposals..... | 8 |
| J. Due Diligence..... | 8 |
| K. Protest Procedure | 8 |
| L. Debrief..... | 8 |
| M. Prohibited Contracts..... | 9 |
| N. Tax Exempt..... | 10 |
| O. Reservation of Rights | 10 |
| P. Responsiveness and Responsibility | 11 |
| Q. Acceptance Period | 11 |
| R. Non-Collusion..... | 12 |
| EVALUATION CRITERIA..... | 13 |
| SUBMITTAL REQUIREMENTS | 15 |
| DRAFT CONTRACT..... | 17 |
| ARTICLE 1: PERFORMANCE OF WORK..... | 17 |
| ARTICLE 2: COMPENSATION..... | 18 |

ARTICLE 3: CONTRACT TERM..... 18

ARTICLE 4 - COMPONENT PARTS OF THIS CONTRACT 18

ARTICLE 5: GENERAL TERMS AND CONDITIONS 19

EXHIBIT A – STATEMENT OF WORK25

EXHIBIT B – INSURANCE REQUIREMENTS29

EXHIBIT C – PRICING SCHEDULE.....31

EXHIBIT D – PROPOSAL AND ADDENDA.....32

INSTRUCTIONS FOR OFFERORS

A. Schedule

The County's timeline for this RFP, located on the Notice Page, is subject to change at any time at the County's sole discretion. The actual timing and sequence of events resulting from this RFP will ultimately be determined by the County.

B. Proposal Submittal

Offerors must submit a complete proposal in accordance with the *Required Proposal Submission Document and Submittal Requirements* provided with this solicitation. Proposals must be electronically uploaded through the [County website](#) before the date and time listed on the Notice Page.

The County's determination regarding the timeliness or responsiveness of any submission shall be final. The County reserves the right, at its sole discretion, to waive minor defects or irregularities that do not materially affect the integrity of the procurement process.

C. Questions

1. Questions regarding this RFP must be submitted in writing via email to purchasing@kalcounty.gov by the date and time listed on the Notice Page and in accordance with Section J (Duty to Inquire).
2. Questions will not be accepted by telephone. Oral explanations or instructions shall not be considered binding on behalf of the County. Official responses will be issued through written addenda posted to the [County website](#).
3. Duty to Inquire. If an Offeror discovers discrepancies, omissions, or ambiguity in the RFP or related documents, the Offeror must submit a written question to the County prior to the question deadline.

D. Offeror Communications

1. From the issuance of this solicitation until contract award, all communications regarding this RFP must be directed to the Purchasing Division only. **Unauthorized contact with County officials, employees, or representatives may result in the Offeror being deemed non-responsive.**

2. If an Offeror issues a public announcement or otherwise communicates in a manner that compromises the integrity of the procurement process or restrains competition, the Offeror may be removed from consideration.
3. Audio or video recording of conferences, presentations, negotiations, debriefings, or other communications with the County regarding this RFP is prohibited unless specifically authorized in writing by the Purchasing Division.

E. RFP Process

1. Documents. RFP documents will be available on the [County website](#).
2. Pre-Proposal Meetings. The County reserves the right to host pre-proposal meeting(s). Attendance may be mandatory if specified in the Notice Page.
3. Evaluation. Proposals will be evaluated by an Evaluation Committee (EC). Evaluation scores reflect the professional judgment of the EC based on the quality, completeness, and relevance of the information provided.

The County may, at any time, restart evaluations, modify or replace the membership of the EC, or correct any deficiencies in the procurement process or evaluation.

- 3.1. Competitive Range. The County may establish a competitive range consisting of the most highly rated proposals. Proposals outside the competitive range may be excluded from further consideration.
- 3.2. Phase 1 – Proposal Evaluation. During Phase 1, the Evaluation Committee will review and score all proposals based on the criteria outlined in the solicitation. This phase evaluates the Offeror's written submission, including experience, qualifications, project understanding, capacity, and other relevant factors. Based on the Phase 1 scores, the highest-ranked Offerors may be shortlisted and invited to participate in interviews.
- 3.3. Phase 2 – Interview Evaluation. During Phase 2, shortlisted Offerors will participate in interviews with the Evaluation Committee. The interviews will provide an opportunity for the Offerors to present their team and approach and respond to questions from the committee. Interview performance will be scored based on the interview criteria published. Interview scores will be combined with Phase 1 scores unless otherwise stated.
4. Clarifications. The Purchasing Division will determine the appropriate means of requesting and obtaining clarification, which may include telephonic

communication, email, letter, presentation, oral interview, or an addendum or revision to the proposal. The County may invite Offerors to make presentations to, or participate in interviews with, the County at a date, time, and location determined by the County.

Clarifications are intended to resolve minor ambiguities, correct clerical errors, or obtain additional explanation regarding information already contained in the proposal. Clarifications shall not be used to permit an Offeror to materially modify its proposal, alter pricing, or submit information that would have affected the proposal's responsiveness if originally omitted.

Notwithstanding the foregoing, the County is not obligated to seek clarification from any Offeror. The failure of the County to request clarification shall not be grounds for protest or challenge to the evaluation process. Offerors are therefore advised to submit complete and accurate information in their proposal.

5. Negotiations. At any point in the evaluation process, the EC may authorize discussions and/or negotiations to be held with one or more Offerors in the competitive range. Discussions may include requests for revised proposals, Best and Final Offers (BAFOs), improved pricing, better terms, and/or addenda to the proposal that may contain additional evaluation factors.

Negotiations may be conducted with one or more Offerors at the County's sole discretion and may occur sequentially or concurrently. The County reserves the right to terminate negotiations with any Offeror at any time and proceed with negotiations with another Offeror whose proposal is determined to be in the best interest of the County.

Nothing in this section obligates the County to conduct negotiations, request revised proposals, or solicit a BAFO. The County reserves the right to make an award based solely on the initial proposals received.

6. Award Recommendation. The EC, with Purchasing's approval, will make award recommendation to the Board of Commissioners or County Administrator that award or negotiations be made to one or more Offerors.
7. Notice of Award (NOA). After approval from the Board of Commissioners or County Administrator, the Purchasing Division will send selected Offeror an NOA.

The County may rescind or modify the NOA at any time due to unsuccessful negotiations or if the County otherwise determines that it is in its best interest to do so.

8. Contract. The Offeror whose proposal is ranked highest based on best value to the County may be awarded a contract directly or may enter into contract negotiations with the County. Upon successful completion of negotiations, the County may award one or more contracts.

F. Proposal Format and Organization

9. Proposals must follow the structure outlined in the *Required Proposal Submission Document and Submittal Requirements*. Offerors are responsible for ensuring all required materials are included. Proposals should be concise, clearly organized, and formatted to print on standard 8.5” x 11” pages.
10. Cost information must be submitted only within the designated pricing exhibit. Pricing appearing elsewhere in the proposal will not be considered.
11. Each proposal shall be typed and be concise but comprehensive. Proposals shall not include unnecessarily elaborate brochures, visual or other presentations, or artwork beyond what is sufficient to present a complete and effective proposal.
12. **Confidential / Proprietary Exhibit (Optional)**. If an Offeror wishes to designate certain information as confidential or proprietary, such information must be submitted as a separate attachment clearly labeled “Confidential / Proprietary.”
 - 12.1. Any information claimed as confidential must be clearly identified and each page containing such information must be marked “Confidential.” The Offeror must comply with the procedures outlined in the Michigan Freedom of Information Act (FOIA), MCL 15.231 et seq.
 - 12.2. Confidential or proprietary information must be provided in a separate attachment. If confidential information is submitted together with non-confidential information within the same document, the County may, at its sole discretion, remove the confidential designation or determine the proposal to be nonconforming.
 - 12.3. In accordance with FOIA, the County will not treat pricing, cost information, or proposed contract terms and conditions as confidential or proprietary.
 - 12.4. If the County determines that information has been improperly designated as confidential or proprietary, the County may, at its sole discretion:
 - 12.4.1. Deem the information releasable;
 - 12.4.2. determine the proposal to be nonconforming or non-responsive;
or
 - 12.4.3. take any other action deemed appropriate by the County.

12.5. The County will make the final determination regarding whether any information submitted in response to this RFP qualifies for exemption from disclosure under FOIA.

G. Evaluation and Selection

The County will evaluate proposals using the criteria defined in the solicitation. In addition to proposal content, the County may consider known performance history, compliance record, and prior experience with Kalamazoo County.

The Evaluation Committee may exercise professional judgment when assigning scores based on proposal strengths, weaknesses, and overall value to the County.

H. County Commitment

This RFP does not commit the County to award a contract or reimburse any costs associated with proposal preparation.

I. Late, Modified, or Withdrawn Proposals

Proposals must be received by the stated deadline. Late submissions may be rejected unless the County determines acceptance is in its best interest.

Proposals may be withdrawn prior to the submission deadline but become firm offers for 120 days after submission.

J. Due Diligence

Offerors are responsible for performing reasonable due diligence regarding the work required. The County makes no representations regarding the accuracy or completeness of any informational materials provided.

K. Protest Procedure

Protests must be submitted in accordance with Kalamazoo County Policy Section 5.06 – Protest and Appeal.

L. Debrief

Debriefs are not an appeal and will not alter or influence the outcome of the evaluation or award decision.

The County may, upon written request, provide an individual courtesy debrief via email subject to the Purchasing Division's availability, to any Offeror after contract execution and after Offeror has been notified by the Purchasing Division that the Offeror's proposal is no longer being considered for award.

The debrief may include:

1. General information on how the proposer's submission met or did not meet the evaluation criteria;
2. Summary feedback on proposal strengths and areas for improvement; and
3. Clarification of evaluation criteria and process to aid future participation.

The County will not disclose information regarding competing proposals, evaluator notes, individual scores, or ranking order.

Copies of any documents that the reviewer requests will be released in accordance with the FOIA ([MCLA 15.231 et seq.](#)). See [Freedom of Information Act Procedures & Standards](#) for instructions on submitting a FOIA request.

M. Prohibited Contracts

The County shall not enter into a contract with, and may reject any proposal submitted by, any person or entity listed below unless the Board of Commissioners or County Administrator determines that special circumstances exist that justify approval of the contract.

The following persons or entities are prohibited from contracting with the County:

1. Any person or entity that is in default on the payment of taxes, fees, or other liabilities owed to Kalamazoo County.
2. Any current employee of Kalamazoo County or any public agency for which the Board of Commissioners serves as the governing body.
3. Any for-profit business or entity in which a person described in subsection 1.2 serves as an officer, principal, partner, or major shareholder.
4. Any person who, within the preceding twelve (12) months, was employed by Kalamazoo County or a public agency for which the Board of Commissioners serves as the governing body and who:
 - 4.1. Held a position of substantial responsibility related to the services or work to be performed under the proposed contract; or
 - 4.2. Participated in the development, preparation, or approval of the contract, solicitation, or service specifications.

5. Any for-profit business or entity in which a person described in subsection 1.4 serves as an officer, principal, partner, or major shareholder.

By submitting a proposal, the Offeror certifies that it is not a person or entity described above and agrees to promptly notify the County if it becomes subject to any of the prohibitions listed in this section.

N. Tax Exempt

The County is exempt from Federal excise and State sales taxes for direct purchases. Taxes applicable to contractor-provided materials remain the responsibility of the Offeror.

O. Reservation of Rights

The County reserves the right to:

1. Accept or reject proposals. Accept or reject any or all proposals, in whole or in part, without penalty; re-solicit for new proposals; or temporarily or permanently abandon the project if determined to be in the best interest of the County.
2. Correct errors and evaluate pricing. Correct mathematical or clerical errors in proposals and evaluate pricing based on unit prices or other cost elements as determined appropriate by the County.
3. Waive irregularities. Waive informalities, minor irregularities, or deviations in proposals that do not materially affect the integrity of the procurement process.
4. Negotiate terms. Negotiate separately with any Offeror regarding the terms and conditions of all or any portion of the proposal if such negotiation is determined to be in the County's best interest.
5. Award structure. Award a contract in whole or in part, by item, task, or lot, and to make multiple awards if determined to be in the best interest of the County.
6. Award without discussions. Make an award without further discussion of proposals. Accordingly, proposals should be submitted on the most favorable terms the Offeror can offer. The County may incorporate portions of the Offeror's proposal into the resulting contract.
7. Conduct interviews or forego them. Conduct interviews with one or more Offerors following the initial evaluation of proposals. The County may also elect to forego the interview phase and make an award based solely on the results of the Phase 1 proposal evaluation if determined to be in the County's best interest.

8. Withhold all information regarding this procurement until after contract award, including, but not limited to the number of proposals received; the identity of Offeror(s); the content of proposals; the County's evaluation and results thereof; and the identity of the members of the EC. Information releasable after award is subject to the disclosure requirements and withholding exemptions of FOIA ([MCLA 15.231 et seq.](#)).

P. Responsiveness and Responsibility

Responsiveness. The Purchasing Division will review all proposals to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in the rejection of the proposal as non-responsive. The proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs. The inclusion of extraneous information beyond the description of Service and Project approach information specifically required by this RFP is discouraged.

Responsibility Determination. Prior to award, the County may conduct a responsibility review to determine whether the highest-ranked Offeror possesses the financial resources, technical capability, integrity, and organizational capacity necessary to successfully perform the contract.

In making this determination, the County may consider information including, but not limited to:

1. Financial capacity
2. Past performance on public or private contracts
3. Litigation history
4. Safety record
5. Regulatory compliance history
6. Organizational resources and staffing

The County reserves the right to determine that an Offeror is not responsible and therefore ineligible for award if the County determines that the Offeror lacks the capacity or integrity necessary to successfully perform the contract.

Q. Acceptance Period

Proposals must remain valid for a period of 120 calendar days following the submission deadline.

R. Non-Collusion

By submitting a proposal, the Offeror certifies that the proposal is genuine and not the result of collusion or fraudulent practices.

EVALUATION CRITERIA

Evaluation Tool. The detailed evaluation tool, including evaluation weights assigned to each criterion, will be provided as a separate attachment to this solicitation. Offerors are encouraged to review it carefully to understand how their submissions will be evaluated.

Proposals should give clear, concise information in sufficient detail and in the order and format presented in the *Request for Proposal Submission Template* to allow for an evaluation based on these requirements. Although some of the elements listed below may be weighted more heavily than others, all requirements are considered necessary for evaluation. If minimum requirements for eligibility are included in the proposal, failure to satisfy these mandatory minimum requirements will be considered disqualifying, and the Offeror may not be considered for award.

1. **Proposal Completeness and Responsiveness**
Evaluates whether the proposal is complete, follows instructions, and includes all required documentation.
2. **Relevant Experience and Qualifications**
Considers the Offeror's experience with similar projects, as well as the qualifications of key personnel and subcontractors.
3. **Financial and Operational Capacity**
Assesses the Offeror's financial stability and ability to allocate sufficient resources such as staffing, equipment, and infrastructure to successfully complete the project.
4. **Legal and Regulatory Standing**
Evaluates whether the Offeror is in good legal standing, properly licensed, and free from significant past or pending legal actions, violations, or debarments that could impact performance or eligibility.

Notwithstanding any evaluation scores or assigned weighting, any proposer that is debarred or suspended by a federal, state, or local governmental entity may be determined non-responsible or ineligible for award and may be removed from further consideration. This provision applies regardless of funding source; however, for contracts funded in whole or in part with federal funds, such proposers are not eligible for award in accordance with applicable federal requirements.
5. **Project Understanding and Approach**
Assesses the Offeror's understanding of the scope and their proposed methodology, project plan, and timeline.

6. **Cost Proposal**

Evaluates total cost and value provided, including pricing structure, allowances, and cost-efficiency.

7. **Compliance with Solicitation Requirements**

Confirms adherence to terms and conditions, bonding, insurance, licensing, and the scope of work/specifications.



SUBMITTAL REQUIREMENTS

To ensure consistency and avoid duplication, all response instructions, formatting requirements, and required attachments are contained within the **Required Proposal Submission Document and Submittal Requirements**. Offerors must follow the structure, questions, and instructions provided when preparing their proposal.

The submittal requirements outlined in the **Required Proposal Submission Document and Submittal Requirements** correspond directly to the Evaluation Criteria. Offerors shall provide all required information and responses using this document.

Failure to provide complete responses in accordance with this document may result in the proposal being deemed non-responsive or receiving a reduced evaluation score.

A proposal will be considered complete if all responses and required attachments identified in the Required Proposal Submission Document and Submittal Requirements are fully provided.



REQUEST FOR PROPOSAL (RFP)

RFP #2026009 INMATE COMMUNICATION AND TECHNOLOGY SERVICES

Following is a “*draft copy*” of the contract that will be executed by the County and the Offeror for the completion of this project.

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Pricing Schedule

Exhibit D – Proposal and Addenda



KALAMAZOO COUNTY
DRAFT CONTRACT

SERVICES CONTRACT
BETWEEN THE COUNTY OF KALAMAZOO
AND
VENDOR

THIS CONTRACT is made and entered into, between the County of Kalamazoo, a municipal corporation and political subdivision of the State of Michigan (“County”), 201 West Kalamazoo Avenue, Kalamazoo, Michigan 49007, and **[Offeror name according to W9 including DBAs]**, (“Vendor”), **[Address]** (collectively the “Parties”).

RECITALS

WHEREAS the County desires to contract with the Vendor to provide **telecommunications and technology services for residents within the Kalamazoo County Jail. Services shall include telecommunications systems with FCC-compliant pricing, as well as optional entertainment and educational services, as approved by the Sheriff’s Office.**

The selected vendor shall be responsible for the installation, operation, maintenance, and ongoing support of all systems, including on-site service and troubleshooting with a dedicated technician assigned to the facility.

WHEREAS the Vendor possesses the experience and expertise to accomplish the duties outlined in this contract.

NOW THEREFORE: in consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1: PERFORMANCE OF WORK

Vendor shall furnish all labor, materials, tools, equipment, supervision, and services necessary to complete the project described as **RFP #2026009 Inmate Communication and Technology Services**, in accordance with Exhibit A, project specifications, drawings, and other documents incorporated herein.

ARTICLE 2: COMPENSATION

Pursuant to Exhibit C, and other applicable provisions of this Contract, County agrees to pay Vendor a sum not to exceed **[# write out amount] (\$#####)** (“Maximum Contract Amount”).

The County comes under the provisions of a state statute which requires Board approval before invoices are paid. There is a delay of 30 - 45 days between invoice receipt and invoice payment.

ARTICLE 3: CONTRACT TERM

The initial term of this Contract shall commence on **January 1, 2027**, and shall continue through **December 31, 2030** (“Initial Term”), unless terminated earlier in accordance with the provisions set forth herein.

The first six (6) months of the Initial Term shall constitute a **probationary period**. During this probationary period, the Kalamazoo County Sheriff’s Office may terminate this Contract, with or without cause, upon five (5) days’ written notice to the Contractor specifying the effective date of termination.

Following the probationary period, this Contract may be terminated by either party, with or without cause, upon thirty (30) days’ written notice to the other party.

Upon mutual written agreement of both parties, the County may extend this Contract for up to two (2) additional one (1) year terms (“Option Periods”) through **December 31, 2032**, under the same terms and conditions.

Notwithstanding the foregoing, all Option Periods are subject to the availability of appropriated funds, and the County reserves the right to elect not to renew the Contract based on performance, operational needs, or the County’s best interest, as determined in its sole discretion.

ARTICLE 4 - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. Exhibit A – Statement of Work
(To include Scope, Specifications, Attachments and Appendices, Maps)
3. Exhibit B – Insurance Requirements
4. Exhibit C – Pricing Schedule
5. Exhibit D – Vendor Proposal and Addenda

If any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above

shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE 5: GENERAL TERMS AND CONDITIONS

1. **ASSURANCES AGAINST DISCRIMINATION.** The Parties, as required by law shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, gender expression, sexual orientation, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The Parties shall adhere to all applicable Federal, State and local Laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to the following:
 - 1.1. The Elliott-Larsen Civil Rights Act, 1976 PA 53, as amended.
 - 1.2. The persons with Disabilities Civil Rights Act, 1976 PA 220, as amended
 - 1.3. Section 504 of the Federal Rehabilitation Act of 1973, P.O. 93-112, 87 Stat 355, and regulations promulgated thereunder.
 - 1.4. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 §USC12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Contract. In the event the Parties are found not to be in compliance with this section, the non-breaching Party may terminate this Contract effective as of the date of delivery of written notification to the breaching Party.

2. **TERMINATION FOR DEFAULT.** The County may, by written notice to the Vendor at any time terminate this Contract by issuing a fourteen (14) day written notice, and the Vendor's right to proceed with the work for just cause, which shall include, but is not limited to, the following:
 - 2.1. Failure to perform any material provision of this Contract
 - 2.2. Failure to provide insurance (when called for) in the exact amount and within the time specified, or any extension thereof.
 - 2.3. Failure to begin work within the time specified.
 - 2.4. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
 - 2.5. Unauthorized substitution of articles other than those proposed and specified.
 - 2.6. Failure to make progress as to endanger performance of this Contract in accordance with its terms.
 - 2.7. Failure to perform any other provision of the Contract.

- 2.8. Standard of Performance. Vendor guarantees the performance of the commodities, goods or services rendered herein, in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards than such higher standards shall be provided. Upon notice by the County of Vendor's failure to comply with such standards or to otherwise be in default of this Contract in any manner following the County's notice, Vendor shall immediately remedy said defective performance in a manner acceptable to the County. Should the Vendor fail to immediately correct said defective performance, said failure shall be considered a breach of this Contract and grounds for termination of the same by the County. In the event of any breach of this Contract by the Vendor, Vendor shall pay any cost to the County by said breach including, but not limited to, the replacement cost of such goods or services from another contractor. The County reserves the right to withhold any or all payments until any defects in performance has been satisfactorily corrected. If Vendor is in violation of this Contract in any manner and such violation has not been satisfactorily corrected, this may result in the Vendor being barred from being awarded any future County contracts.
- 2.9. Becomes insolvent or files for bankruptcy.
- 2.10. Otherwise breaches any provision of this Contract.

All remedies available to the County herein are cumulative and the election of one remedy by the County shall not be a waiver of any other remedy available to the County.

3. **TERMINATION FOR CONVENIENCE.** The County may terminate this Contract, in whole or in part, at any time and for any reason, upon not less than ten (10) calendar days' written notice to the Vendor. Upon receipt of such notice, the Vendor shall immediately discontinue all work, place no further orders or subcontracts, and take all reasonable steps to minimize costs.
 - 3.1. The County shall pay Vendor as full compensation for work performed and costs of termination:
 - 3.1.1. The unit or pro rata price for any delivered and accepted portion of the work.
 - 3.1.2. Actual and reasonable Vendor costs for Incomplete Work not mitigable or otherwise recoverable by Vendor. Such compensation shall not exceed the unit or pro rata price due to Vendor had the work been completed.
 - 3.2. In no event shall the County be liable for any loss of profits or any other consequential damages.

3.3. County's termination of this Contract for convenience shall not preclude it from changing the termination to a default, as set forth in section of this Contract, nor from taking any action in law or equity against Vendor for:

- 3.3.1. Fraud, waste, or abuse of Contract funds, or
- 3.3.2. Improperly submitted claims, or
- 3.3.3. Any failure to perform the work in accordance with the Statement of Work, or
- 3.3.4. Any breach of any term or condition of the Contract, or
- 3.3.5. Any actions under any warranty, express or implied, or
- 3.3.6. Any claim of professional negligence, or
- 3.3.7. Any other matter arising from or related to this Contract, whether known, knowable, or unknown before, during, or after the date of termination.

4. **DISPUTE RESOLUTION.** If a dispute arises between the County and Vendor concerning the performance of this Contract, the Parties agree to meet, and negotiate in good faith, to attempt to resolve the dispute. Said meeting shall take place within thirty (30) days after one Party sends the other Party written notice identifying the cause or reason for the dispute and requesting a meeting. THIS PARAGRAPH DOES NOT APPLY TO DISPUTES INVOLVING ACTS, CONDUCT, ERRORS, NEGLIGENCE OR OMISSIONS BY CONTRACTOR IDENTIFIED IN THIS CONTRACT AS CONSTITUTING A MATERIAL BREACH OF THIS CONTRACT.

Both Parties agree that any legal dispute including collection of unpaid fees shall be the financial responsibility of the Party that prevails. Any legal disputes shall be governed by the laws of the State of Michigan. In the event any actions arising under this Contract are brought by or against the County, such actions shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. If any action is brought in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

5. **RELATIONSHIP BETWEEN THE PARTIES.** It is expressly understood and agreed that Vendor is an Independent Contractor. The County is interested only in the results to be achieved by the work to be performed by Vendor under this Contract, the conduct and control of the work shall rest solely with Vendor. Vendor, its subcontractors, and any employees of Vendor or subcontractor shall in no way be deemed to be, and shall not hold themselves out as, an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. Vendor shall be responsible for paying any contractors providing supplies which Vendor utilizes in the performance of services under this Contract. Vendor shall also be responsible for paying any compensation due any persons in its employ or subcontractors and for withholding

and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and Local governments. Vendor certifies it has no interests which would conflict with the performance of services required by this Contract. Vendor also assures that, in the performance of this Contract, no officer, agents, employee of the County, or member of its governing bodies, may participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply where specifically exempt under Michigan Law.

6. CONTRACT ADMINISTRATION AND NOTICES

Each Party shall designate a contract administrator to serve as the primary point of contact for matters related to administration of this Agreement. The contract administrator, or a Party’s designee, may coordinate day-to-day operational matters related to performance of this Agreement. The County may designate employees, partner organizations, contractors, or program operators to act as its contract administrator or representative for operational coordination purposes. Such designation does not transfer legal responsibility for this Agreement from either Party.

The Provider shall designate a representative authorized to communicate with the County regarding performance of this Agreement.

Any notice required or permitted under this Agreement from one Party to the other (hereinafter “Notice”) shall be deemed effective if delivered in writing to the designated contacts below. Notices may be delivered by email unless otherwise required by this Agreement.

The Parties agree that Notices shall be sent to the following:

PROVIDER CONTACT

Provider Name
ATTN: [First Name Last Name]
[Enter Title]
P:
E:

COUNTY CONTRACT ADMINISTRATOR

Kalamazoo County Sheriff's Office
ATTN: Stephen Beers
Captain Jail Division
P: 269-385-6138
E: Stephen.beers@kalcounty.gov

With a copy to:
Corporation Counsel
kalamazoocorporatecounsel@kalcounty.com

7. WAIVERS. No failure or delay on the part of either of the Parties to this Contract in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor

shall a single or partial exercise of any right, power or privilege, preclude any other or further exercise of any other right, power or privilege.

8. **AMENDMENTS.** Modifications, amendments or waivers of any provision of this Contract may be made only by the written mutual consent of the authorized representatives of both the County and Vendor.
9. **SUBCONTRACTING AND ASSIGNMENT.** Vendor may not subcontract portions of the work to be performed under this Contract without prior written approval from the County. In the event of such subcontracting, Vendor shall be responsible for paying all compensation owed to the subcontractor(s) for services performed and ensuring that the subcontractor(s) complies with the requirements of this Contract.
10. **SECTION TITLES.** The titles of the sections set forth in this Contract are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.
11. **COMPLETE CONTRACT.** This Contract and other documents incorporated herein by reference, along with any properly executed amendments, contain all the terms and conditions agreed upon by the Parties, and no other contracts or Contracts, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the Parties.
12. **SEVERABILITY OF INVALID PROVISIONS.** If any part of this Contract is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either Party to enter or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Contract, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Contract, this Contract shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the Parties and the County shall receive all commissions to which it is entitled under this Contract, up to the date of termination.
13. **CERTIFICATION OF AUTHORITY TO SIGN CONTRACT.** The people signing on behalf of the Parties to this Contract hereby certify by their signatures that they are duly authorized to sign this Contract on behalf of said Parties and that this Contract has been authorized by said Parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN BELOW.

VENDOR

KALAMAZOO COUNTY

By: _____
Name, Title

By: _____
Name, Title

Date: _____

Date: _____

**APPROVED AS TO FORM FOR USE AS A TEMPLATE
ON BEHALF OF COUNTY OF KALAMAZOO:**

**By: Edward Winkler
Assistant Corporation Counsel
On: 2/17/2026**

EXHIBIT A – STATEMENT OF WORK

A. Overview

Vendor will provide comprehensive telecommunications and technology services for residents within the Kalamazoo County Jail including telecommunications systems with FCC-compliant pricing structures, along with communication, entertainment, educational, and related services as approved by the Sheriff's Office.

Vendor is responsible for the design, installation, operation, maintenance, and ongoing support of all systems and services described herein.

B. Scope of Services and Functional Requirements

The vendor shall provide a secure, technologically advanced telecommunications system and tablet-based platform, including:

1. A one-to-one (1:1) ratio of tablets to residents, with additional reserve units maintained on-site for replacement
2. Integration with the County's current Jail Management System (JMS) and future transition to BlackCreek, including the ability to securely transfer and synchronize data such as resident names, identification numbers, housing locations, and commissary balances
3. A dedicated software interface that enables interoperability with the County's commissary provider

C. Telecommunications Requirements

The system shall provide:

1. Automated pre-call announcements that clearly communicate:
 - 1.1. Cost per minute
 - 1.2. Total estimated cost for a five (5) minute call
 - 1.3. Current account balance
 - 1.4. Notice that prohibited activities, including three-way calling, sports betting, wagering, or gambling, are violations of Jail rules
2. Secure call processing and monitoring capabilities consistent with correctional facility standards

D. Security and Privacy Requirements

The vendor shall implement and maintain robust security measures, including:

1. A demonstrated and verifiable method to prevent theft or misuse of services between residents
2. Video visitation functionality that:
 - 2.1. Restricts visibility to only authorized participants
 - 2.2. Includes background masking or blurring capabilities
 - 2.3. Utilizes facial detection limited to approved participants
3. Devices that are:
 - 2.4. Tamper-resistant
 - 2.5. Standalone with no unauthorized device-to-device communication capability

E. Reporting and Data Management

The system shall provide comprehensive reporting and data capabilities, including:

1. Fully customizable reporting with the ability to ingest and report on all relevant data points
2. A complete and auditable trail of all system activity for both staff and residents
3. Required reporting cadence:
 - 2.6. Monthly reports detailing complaints, resolutions, and system errors
 - 2.7. Quarterly summary reports
 - 2.8. Annual performance reports
4. The ability to provide ad hoc reports upon request by Sheriff's Office staff

F. Communication, Medical, and Future Capabilities

The system shall:

1. Support resident grievance submission and communication with staff, including medical-related communications
2. Be fully compliant with HIPAA requirements where applicable
3. Be capable of supporting future telehealth services at the County's discretion

G. Operations, Maintenance, and Support

The vendor shall:

1. Provide all hardware, software, maintenance, replacement, upgrades, and technical support at no cost to the County throughout the contract term
2. Maintain all system security safeguards, updates, and patches
3. Provide on-site technical support, including a dedicated technician assigned to the facility
4. Deliver initial and ongoing training to Sheriff's Office staff upon request at any time during the contract term

H. Inventory and Equipment

The vendor shall:

1. Provide adequate charging stations for each housing unit
2. Maintain sufficient inventory levels of tablets and approved accessories (e.g., earbuds)
3. Provide additional restricted-use devices designated for law library access

I. Pricing and Commercial Requirements

The vendor shall:

1. Ensure all pricing complies with applicable FCC regulations and County requirements
2. Provide advance written notice, justification, and County approval for any proposed pricing adjustments
3. Submit a complete menu of services and products with retail pricing
4. Clearly identify and define the proposed commission structure payable to the County, including methodology (e.g., gross vs. net revenue)

5. Correct any order discrepancies within twenty-four (24) hours at no cost to the County
6. Bear all costs associated with delivery, installation, replacement, and support of equipment

J. Personnel Requirements

The vendor shall:

1. Ensure all personnel assigned to the facility comply with Sheriff's Office rules, security requirements, and approval processes
2. Require background checks and execution of all required documentation for personnel working on-site
3. Replace any personnel not approved by the Sheriff's Office with a mutually acceptable replacement

EXHIBIT B – INSURANCE REQUIREMENTS

The Vendor will be required to furnish to the Kalamazoo County, upon notice from the Purchasing Division and prior to commencement of work, a *Certificate of Insurance as well as any required endorsements*. In lieu of required endorsements a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned below shall be furnished, if so requested.

The Vendor, and their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and rated (“B+” or better) in the current A.M. Best Guide, qualified to do business within the State of Michigan, and acceptable to the Kalamazoo County. The requirements below should not be interpreted to limit the liability of the Vendor. All deductibles and SIRs are the responsibility of the Vendor.

The Vendor shall procure and maintain the following insurance coverage:

1. **Workers’ Compensation Insurance**, including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground, if applicable.
3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Excess/Umbrella Liability**. Commercial General Liability and Automobile Liability Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.
5. **Additional Insured**: Commercial General Liability Insurance shall include an endorsement stating the **Kalamazoo County, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers, shall be Additional Insured.** It is understood and agreed by naming the Kalamazoo County as additional insured,

coverage afforded is primary and any other insurance the Kalamazoo County may have in effect shall be considered secondary and/or excess.

6. **Cancellation Notice**: Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Certificate Holder to purchasing@kalamazoo.gov.
7. If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal certificates, endorsements, and/or policies to the Kalamazoo County at least ten (10) days prior to the expiration date.
8. **Indemnification**. The Vendor agrees to indemnify and hold harmless the County, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of the Vendor, its agents, employees, officers, or representatives, in performing this Contract.

EXHIBIT C – PRICING SCHEDULE

[Final pricing incorporated after award.]

EXHIBIT D – PROPOSAL AND ADDENDA

[To be incorporated after award.]