

**DATE:** December 3, 2021

**TO:** Supervisor Marcelia Nicholson, Chairwoman, Milwaukee County Board of

Supervisors

**FROM:** Denita R. Ball, Chief Deputy, Office of the Sheriff

Chantell Jewell, Superintendent, House of Correction, Milwaukee County

**SUBJECT:** Request to execute a Professional Service Agreement with Inmate Calling

Solutions LLC d/b/a ICSolutions to provide communications services for the Milwaukee County Sheriff's Office and the House of Correction. This agreement allows the Contractor to install and operate all communication services (Telephone Service, Video Visitation Services, and Tablets) and

related equipment and services at County Facilities.

#### **BACKGROUND**

On June 1, 2020, Milwaukee County issued Request for Proposal (RFP) #9820001 to seek vendors to bid on correctional communication services. The vendor shall provide communication services for Milwaukee County Sheriff's Office and the House of Correction. Communication services are to be provided and shall comply with the applicable Federal Communications and /Public Service regulations relating to communication services in correctional facilities. The provider shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, county, or municipal government.

On August 7, 2020 ICSolutions submitted a proposal in accordance with the RFP.

Milwaukee County, through a cross-functional Evaluation Committee and with assistance from the Department of Administrative Services, Procurement Division selected ICSolutions proposal as the highest-scoring and winning proposal after a review of all responsive and responsible proposals based on the RFP criteria and evaluation of the RFP responses.

ICSolutions shall, at no cost to County, provide telephones services (ITS), video visitation solution (VVS) and a correctional-grade tablet solution.

**Telephones Services**: Provide wiring and install telephones and related software and hardware to enable residents at the facilities to make free, pre-paid and/or debit local, long distance and international calls from the facilities. Based on the proposed option 2 with lower calling rates (\$0.16 per minute), cost per minute and fees are as follows:

Category	Per Minu	ite Rate	А	vg Cost/Call:
	<u> </u>			15 Minutes
0 11 1/2: 12:11		ocal	•	
Collect/Direct Bill	\$	0.16	\$	2.40
Pre-Paid Collect	\$	0.16	\$	2.40
Debit	\$	0.16	\$	2.40
		/Intrastate		
Collect/Direct Bill	\$	0.16	\$	2.40
Pre-Paid Collect	\$	0.16	\$	2.40
Debit	\$	0.16	\$	2.40
	Interlata	/Intrastate		
Collect/Direct Bill	\$	0.16	\$	2.40
Pre-Paid Collect	\$	0.16	\$	2.40
Debit	\$	0.16	\$	2.40
Inte	erlata/Interstat	e and Dome	stic Int'l	
Collect/Direct Bill	\$	0.16	\$	2.40
Pre-Paid Collect	\$	0.16	\$	2.40
Debit	\$	0.16	\$	2.40
	Interi	national		
Collect/Direct Bill	N/A		N/A	
Pre-Paid Collect	N/A		N/A	
Debit	\$	0.60	\$	9.00
OPTION 2 - ITS ALTERNATIVE FEE STRUCTURE				
Fee Type		Amo	unt	Frequency
<b>Pre-Paid Collect Fundin</b>	g Fee			
IVR/Automated	_	\$3.00		Per Transaction
Live Representative		\$5.95		Per Transaction
Third Party (Respondent Specify)		\$ -		Pass Through
The state of the s				

**Video Visitation Solution**: Contractor will provide a turnkey VVS. Install, wire, and operate all video visitation stations and related software and hardware equipment which enable visitors/end-users to schedule and complete onsite and remote video visitation

sessions with residents from facilities. Based on the proposed option 2 with lower visit rates, cost per minute and fees are as follows:

Category	Per Minute Rate
Per Minute rate for Video Visitation	\$ .40/minute *
All Other Fees:	N/A

\* ICSolutions has agreed via e-mail to eliminate the minimum call length for video visits.

**Correctional Grade Tablets**: At a minimum, have the capability to access to various applications including electronic messaging, education, instructional material, entertainment, media, resident requests, medical requests, grievances, and law library. Based on proposed option 2 with lower tablet rates, the number of tablets and charging stations, and cost per minute are as follows:

OPTION 2 - ALTERNATIVE (LOWER) TABLET RATES			
Category	Fee Unit	Fee Amount	
Number of Tablets (w/ Ratio)	INTENTIONALLY LEFT BLANK		
MCSO	1:1 @ 960		
HOC	1:1 @ 1,232		
Number of Charging Stations - Respondent to Propose	INTENTIONALLY LEFT BLANK		
MCSO	960 charging ports		
HOC	1232 charging ports		
Educational Content	N/A	No Charge to Inmates	
Religious Content	N/A	No Charge to Inmates	
Inmate Grievances/Requests	N/A	No Charge to Inmates	
Law Library	N/A	No Charge to Inmates	
Commissary Ordering	N/A	No Charge to Inmates	
Electronic Messages	Per Message	\$ 0.25	
Electronic Messages with Photo Attachments	Per Message	\$ 0.25	
Video Messages	Per Message	N/A	
Entertainment Media - Games	Per Minute	\$ 0.05	
Entertainment Media - Movies	Per Minute	\$ 0.05	
Entertainment Media - Music	Per Minute	\$ 0.05	
Electronic Messaging Content Screening	N/A	\$ -	

A per minute solution was requested for tablets so that occupants would not have to purchase the tablet. In this solution, occupants would have access to a tablet at a 1 to 1

ratio. All occupants would have free access to educational content, religious content, grievances and requests, ordering commissary and the law library.

# **Revenue Share:**

Telephone Services (ITS) revenue share is broken down as follows:

- Revenue share percentage is 65% of Gross Revenue
- Supplemental Incentive is a one- time bonus of \$425,000 in year 1
- Reimbursement for a full-time on-site Administrator which \$8,333 monthly (\$100,000 annually).

OPTION 2 - ITS REVENUE SHARE (AT LOWER CALLING RATES)		
Category	Amount	Interval
Revenue Share (%)	65%	Monthly
Minimum Annual Guarantee	\$2,036,242	Annually
Supplemental Incentive	\$425,000	One-time bonus
Reimbursement for Full-Time On-site Administrator	\$100,000.00	Paid monthly @ \$8,333.33.

## Tablet Revenue Share:

OPTION 2 - TABLET REVENUE SHARE (AT LOWER TABLET RATES)		
Category	Amount	Interval
Electronic Messages	20%	Monthly
Electronic Messages with Photo Attachments	20%	Monthly
Video Messages	20%	Monthly
Revenue Share for Tablet usage	20%	Monthly

Revenue share for Tablet usage is 20% of Gross Revenue.

Video Visitation Service Revenue (VVS):

OPTION 2 - VVS REVENUE SHARE (AT LOWER VVS RATES)

Category	Amount	Interval
Revenue Share	20%	Monthly

• Revenue share is 20% Monthly of Gross Revenue

In the event a material adverse economic change occurs beyond Contractor's reasonable control, then the parties shall negotiate in good faith an amendment to this agreement reasonably acceptable to both parties. If the parties are unable to mutually agree on such an amendment within 30 days of the change giving rise to such renegotiation, then Contractor may terminate this Agreement at its sole discretion and without penalty or liability upon 120 days' written notice to County. Milwaukee County retains the right to terminate the contract at any time for any reason with 120 days' written notice to Contractor. This right may be exercised should the Milwaukee County Board of Supervisors issue policy statements that require modifications to the contract or contractual relationship, or should a new RFP be required.

It is requested that the Milwaukee County Board of Supervisors approve the request to contract with ICSolutions to install and operate communication services (Telephone Services, Video Visitation services and Tablets) and related equipment for the Milwaukee County Sheriff's Office and House of Correction.

The contract period will be for three (3) years with three (3) additional one-year renewal options or month-to-month basis.

Denita K. Ball, Chief Deputy Sheriff

Denita R. Ball, Chief Deputy

Milwaukee County Sheriff's Office

Chantell Jewell, Superintendent

Milwaukee County House of Correction

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Renny.More@milwaukeecountywi.gov

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Superintendent Milwaukee County

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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/3/2021 11:45:57 AM
Certified Delivered	Security Checked	12/3/2021 11:55:13 AM

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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## **How to contact Wisconsin Milwaukee County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

# To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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# Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul> <li>Allow per session cookies</li> <li>Users accessing the internet behind a Proxy Server must enable HTTP</li> </ul>

# 1.1 settings via proxy connection

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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  available to me by Wisconsin Milwaukee County during the course of my relationship
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