

REQUEST FOR PROPOSAL

INMATE TELEPHONE SERVICES AND VIDEO VISITATION SYSTEM FOR THE COLUMBIA COUNTY SHERIFF'S OFFICE



ISSUED BY:

COLUMBIA COUNTY SHERIFF'S OFFICE

August 31, 2016

**REQUEST FOR PROPOSAL
INMATE TELEPHONE SERVICES AND VIDEO VISITATION SYSTEM
FOR THE
Columbia County Sheriff's Office**

DATE ISSUED: August 31, 2016

TITLE: INMATE TELEPHONE SERVICES and VIDEO VISITATION SYSTEM

DESCRIPTION: The Columbia County Sheriff's Office is seeking proposals from qualified Vendors to provide INMATE TELEPHONE SERVICES and VIDEO VISITATION SYSTEM. One contract will be offered to the Vendor submitting the best proposal in compliance with this RFP in its entirety.

SUBMISSION DEADLINE: **October 12, 2016 by 5:00 P.M. Pacific Time Zone according to the clock in the Columbia County Sheriff's Office Lobby)** Proposals are to be submitted in a sealed package or box, clearly marked with the words "INMATE TELEPHONE SERVICES and VIDEO VISITATION SYSTEM." **LATE SUBMISSIONS WILL NOT BE ACCEPTED – NO EXCEPTIONS.**

PROPOSAL DELIVERY ADDRESS: Columbia County Sheriff's Office
901 Port Avenue
St. Helens, OR 97051
Attention: Lt. Brooke McDowall

Lieutenant Brooke McDowall is the person designated to receive proposals and the contact person for the procurement.

PRE-PROPOSAL CONFERENCE: **September 13, 2016 at 8:00 A.M. Pacific Time Zone**
Columbia County Sheriff's Office
901 Port Avenue
St. Helens, OR 97051

This is a mandatory Pre-Proposal Conference. Bring your Request for Proposals (RFP) with you. COPIES OF THE RFP WILL NOT BE AVAILABLE AT THE CONFERENCE.

The number of attendees for the mandatory Pre-Proposal Conference per Vendor will be limited to a maximum of two (2) attendees. All Vendors must attend this Conference in its entirety or their proposals will be rejected (disqualified) without review and eliminated without further consideration. Late arrivals may not be admitted to the Conference. No proposal will be accepted from any Vendor who fails to attend the proposal Conference. Statements made by the County's representative(s) at the pre-proposal conference are not binding upon the County unless confirmed in written addendum.

SITE VISITS: The County will provide a site visit schedule at the Pre-Proposal Conference. Site visits will commence immediately after the Pre-Proposal Conference. **Site visits are mandatory.**

Time of Performance - Time is of the essence. Timeline details are listed below:

PROPOSAL TIMELINE:

Release of RFP	8/31/16
Last Day to Confirm Attendance to Mandatory Proposal Conference and Mandatory Custody Site Visits	9/11/16, 5:00 PM Pacific Time Zone
Mandatory Proposal Conference and Mandatory Site Visits	9/13/16 Starting at 8:00 A.M Pacific Time Zone
Deadline for Submission of Questions	9/16/16, 5:00 PM Pacific Time Zone
Deadline for Submitting Proposals	10/12/16, 5:00 P.M. Pacific Time Zone
Vendor/Contractor Presentations	10/20/16*
Date for Conditional Bid Award	10/28/16*

* With the exception of the dates marked with an asterisk (*) the dates provided are estimates and may be changed in the County's sole discretion. Vendors are responsible for determining all other applicable deadlines.

The County may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the County it is in the public interest to do so. The County reserves the right to reject any and all proposal and to waive any and all irregularities in the best interest of the County. The County may cancel the procurement in accordance with ORS 279B.100.

CONTRACT ADMINISTRATOR: Brooke McDowall
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**REQUEST FOR PROPOSAL
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FOR THE
COLUMBIA County SHERIFF'S OFFICE**

1.0 BACKGROUND AND INTRODUCTION

The Columbia County Sheriff's Office ("County" or "Department") is requesting proposals from qualified Vendors to provide Inmate Telephone Services ("ITS") and a Video Visitation System ("VVS") for inmates and inmates' families at the Columbia County Jail. Proposals for individual standalone services will be accepted and considered. A contract will be offered to the Vendor(s) who submit(s) the best proposal(s) in compliance with this RFP. The contract will be for a period of three years, with the option to renew for three additional years, in one-year increments, upon approval of the County and subject to continuation of funding.

This RFP is being issued under the authority of the Board of County Commissioners by and through the Columbia County Sheriff, Jeff Dickerson. Brooke McDowall, has been named the Project Manager, and will oversee all aspects of the project, subject to review by the Board of County Commissioners. Lieutenant Brooke McDowall has been designated as the contract administrator. Questions about this RFP should be submitted to Lieutenant Brooke McDowall. The Columbia County Sheriff will oversee all aspects of the selection process, subject to review by the Columbia County Board of Commissioners.

The Columbia County Jail has 225 Beds and an Average Daily Population of 180 inmates, but can house up to 255 inmates. The average length of stay of inmates is less than one year. Global Tel Link currently provides the ITS, and has 31 Inmate Phones and 1 public-use coin phone. The County's commissary is CFM/Keefe, and the County is in the process of converting their Jail Management System from Golden Eagle to ATIMS. The selected Vendor will supply all labor, materials and supplies necessary to perform the contract, as described in this RFP.

Proposals must meet the requirements listed in this RFP. In instances where the proposal differs from the requirements in the RFP, the Vendor shall note the difference and describe in detail how the proposal will meet the County's needs without the specific requirement. The Proposal shall identify any items and services necessary for the delivery and operation of the proposed services and systems in sufficient detail to evaluate proposals on comparable services. The County has discretion to reject Proposals that fail to meet the requirements of the RFP.

The ITS shall provide automated operator, as well as Bill Type (Collect, Prepaid, Debit) and Call Type (local, intra-LATA, inter-LATA, interstate, and international) capabilities. The resultant telephone system and services shall include all

necessary telephone platforms, telephone instruments, including equipment and software necessary to perform the functions and services described in the RFP and the Statement of Work, system administration, call billing and collection functions, call monitoring and recording capabilities, investigative tools, and complete maintenance of all equipment, hardware and software.

The VVS shall be a turnkey IP-based hardware and software solution. The VVS will be used for both attorney confidential and public visits from on-site and off-site (remote) locations. The telephone and video visitation systems must comply with the American with Disabilities Act. The duration of this contract will be three (3) years, and the County has the option to extend for three (3) additional one (1)-year terms.

2.0 REQUIREMENTS

Proposals must include services that meet the following Requirements. Proposals must include a complete project plan that responds to each of the requirements. The selected Vendor shall meet the highest standards prevalent in the industry.

2.1 Installation/Disconnection - The selected Vendor will furnish and install new equipment, dedicated lines, network, software, hardware, interfaces, and any other item necessary to provide the services described in this RFP.

2.2 Damage and Repair Liability

2.2.1 The County will have no liability to the selected Vendor for fraud, theft, vandalism/damage or loss of the selected Vendor's equipment caused by the inmates or the public.

2.2.2 All costs associated with the repair will be the responsibility of the selected Vendor. The selected Vendor shall warrant that all repairs will be made at its expense, and shall make all reasonable efforts to ensure that the phone and video systems are operational and repaired as quickly as possible.

2.3 Patents and Copyrights

2.3.1 Supply patent information for proposed equipment or software, where applicable to the inmate telephone system.

2.3.2 The Vendor asserts that to the selected Vendor's knowledge the equipment and software in the proposal does not infringe on any United States patent or copyright. The Vendor will hold harmless the County, its officers, agents and employees against all claims that machines or software supplied infringe on a United States patent or copyright.

2.4 Contract Term - The contract for services will be for a period of three (3) years. At the expiration of the contract, the County will have the option to

extend the contract on the same terms and at the same commission and rates for a period of three (3) additional years in one-year increments. Each extension will require the County's approval for renewal.

2.5 Termination – The Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

- 2.5.1 If Contractor fails to perform the work in a manner satisfactory to County.
- 2.5.2 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 2.5.3 If funding becomes inadequate to allow the work to continue, including but not limited to a partial or full shut down of the Columbia County Jail. In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed. The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

In the event that the contract is not extended or terminated, service or equipment will not be removed until another Vendor has been acquired. The removal of equipment and disconnecting of service will occur during the implementation of the new system with minimal interruption of service to the facility. It will be necessary for the incumbent Vendor to cooperate with the new Vendor during the implementation of the new system.

2.6 Contract - The Contract is generated by the Columbia County Counsel's Office. The final contract will consist of the County's Public Goods and Services Contract, included with the contract documents, and the following contract documents: Request for Proposals; Vendor's Proposal; Special Provisions (as may be negotiated by the parties), Inmate telephone services pricing matrix and offer, and Video Visitation system pricing matrix and offer. Proposals must include all proposed changes to the

terms of the Sample Contract and Contract Documents or will be waived by the Vendor.

2.7 Proprietary Information - The County is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the County to disclose all records generated or received in the transaction of County business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets and computer programs. The County will not disclose records submitted by the Vendor that are exempt from disclosure under the Public Records law, subject to the following procedures and limitations.

2.7.1 The entire Proposal cannot be marked confidential, nor, shall any pricing be marked confidential.

2.7.2 All pages containing the records exempt from disclosure shall be marked confidential and segregated in the following manner:

2.7.2.1 They should be clearly marked in bulk and on each page of the confidential document.

2.7.2.2 They shall be kept separate from the other proposal documents in a separate envelope or package. Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail. Where such conflict occurs, the Vendor is instructed to respond with the following: "Refer to confidential information enclosed" inserted in the place where the requested information was to have been placed.

2.7.3 Vendors who desire that additional information be treated as confidential must mark those pages as "confidential;" cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality.

2.7.4 Should a proposal be submitted as described in this section no portion can be held as confidential unless that portion is segregated as described above.

2.7.5 Notwithstanding the above procedures, the County reserves the right to disclose information that the County determines, in its sole discretion, is not exempt from disclosure or that the County is directed to disclose by the County's Attorney, the District Attorney or a court of competent jurisdiction.

2.8 Security

2.8.1 All security policies and procedures established for the Jail will be strictly followed. Columbia County reserves the right to enforce existing security policies or establish new policies as necessary to maintain the safe and orderly operation of the Jail. Current security policies include a requirement that the Sheriff must conduct

background checks on all proposers' personnel assigned to service the Columbia County Jail.

- 2.8.2 The Vendor agrees that while on the grounds or property of the Columbia County Jail all Vendor vehicles are subject to search.
- 2.8.3 The Vendor agrees that prior to employment at the Columbia County Jail, all Vendor personnel must sign a "Consent to Search Waiver", agreeing to allow their person, property, and vehicles to be searched while on the grounds or property of the Columbia County Jail. Refusal to sign such waiver precludes said employee from working at the Columbia County Jail.
- 2.8.4 *Ingress and Egress to Facility*
 - 2.8.4.1 Vendor staff must use designated parking lots and entrances or exits, and check in and out of the facility at Master Control. Vendor staff must display issued identification badges while upon the premises.
 - 2.8.4.2 Vendor's employees may not bring visitors upon the grounds or property of the Jail, unless authorized by Jail Commander.
 - 2.8.4.3 All vendor employees are to leave unauthorized personal belongings outside the facility. Authorized personal belongings are to be stored in designated lockers.
 - 2.8.4.4 Columbia County Jail reserves the right to restrict access to its grounds or buildings and to require immediate removal of any person(s) without prior notification.
 - 2.8.4.5 Vendor personnel, as a condition of the contract, agrees not to have any social contact or fraternization of any kind with inmates or inmate families while on County property or in the community, consistent with Jail policies and procedures.
- 2.8.5 *Keys*
 - 2.8.5.1 Vendor is responsible for return of all keys issued by Columbia County.
 - 2.8.5.2 Vendor is responsible for security of those areas used by the vendor representatives for which keys are issued.
 - 2.8.5.3 Vendor must immediately report any lost keys, break-ins, vandalism, or any other similar occurrence to the Shift Sergeant.
 - 2.8.5.4 Vendor is responsible for the cost of replacement of lost keys and Lock Cylinders, and for re-keying or replacement of locks as a result of negligence and/or loss of keys.

3.0 INMATE TELEPHONE SERVICES SCOPE OF WORK

3.1 Inmate Telephone Services Product Overview

This section describes the expectations of the Sheriff's Office with regard to the implementation of the Inmate Telephone Services (ITS), work to be performed by the Vendor, and overall project definition. The potential Vendor is encouraged to offer explanations whenever necessary, so that the County can conduct a more thorough and accurate evaluation.

The County intends to enter into an agreement with a Vendor who can provide a total ITS solution, and address the specific functionality described in the RFP. The ITS must minimally have the capabilities and functionality as listed in the Scope of Work.

This RFP requires that Vendors be able to provide Collect, Debit (a cardless debit calling system), and Prepaid calls. Vendors will be required to have the appropriate experience and expertise to provide the County with a complete INMATE TELEPHONE SYSTEM and ASSOCIATED SERVICES including hardware, software, features, and integration services.

The potential Vendor will be required to provide the same amount of, or more telephones that meet the description provided in this Statement of Work. The potential Vendor will be required to plan, finance, and implement the integration and testing of all required equipment and software relative to the new ITS and associated services, without impacting the normal daily operation of the existing ITS.

The potential Vendor will be responsible for any changeover costs associated with the new installation or conversion of telephone instruments, associated equipment and/or software, and telephone enclosures. The type of telephone instrument and enclosures shall be subject to approval by the County's Project Manager or County Designee.

Global Tel Link (GTL) will continue to operate and maintain their current telephone system and equipment under the terms and conditions of the existing contract, pending the transition and acceptance of the new ITS at each facility.

The ITS is contained within a custodial environment; therefore, certain security requirements are enforced. Minimally, the selected Vendor's staff and subcontractors will be required to submit to a background review for clearance, will be required to be escorted into certain areas of the facilities, and will be required to submit lists of equipment and tools to be brought into the facilities. The selected Vendor must comply with the Columbia County Sheriff's Office policy on the Prison Rape Elimination Act ("PREA") and CJIS requirements (See Sample Contract). The potential Vendor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted. The table below shows the County's call breakdown from January 2015- December 2015:

Call Type	Calls	Minutes
Advance Pay Canada	32	276
Advance Pay Interstate Interlata	2,060	22,358
Advance Pay Interstate Intralata	979	10,225
Advance Pay Intrastate Interlata	213	2,564
Advance Pay Intrastate Intralata	8,988	96,152
Advance Pay Local	4,155	46,767
Advance Pay International	13	124
Collect Interstate Interlata	63	704
Collect Interstate Intralata	70	465
Collect Intrastate Interlata	55	427
Collect Intrastate Intralata	963	6,661
Collect Local	733	6,659
Pay2Talk Interstate Interlata	114	1,455
Pay2Talk Interstate Intralata	38	478
Pay2Talk Intrastate Interlata	61	744
Pay2Talk Intrastate Intralata	400	4,784
Pay2Talk Local	133	1,494
TOTAL	19,070	202,337

3.2 Tasks

In order to achieve the goal of an on-time, within-budget implementation of the ITS, the Vendor's full-time Project Manager will perform the following tasks:

- 3.2.1 Work with a team of selected staff from the County and County IT, as appropriate, in all technical and operational issues of the design and integration of the ITS network, hardware, software, and associated services.
- 3.2.2 Install ITS, integrate and test ITS, including associated services, cabling & wiring, and interfaces at all County facilities and at no cost to the County.
- 3.2.3 Develop and implement necessary interface with the County's Jail Management System (ATIMS) for automatic creation and activation of account at booking and automatic deactivation at release, and to access necessary data
- 3.2.4 Provide training, operational instruction and guides/manuals to the County staff, in a form acceptable to the County and County IT for the System Administrator and other authorized County Designees.
- 3.2.5 Meet or exceed minimum required Maintenance and Service Levels.
- 3.2.6 Coordinate with current provider as necessary to ensure seamless transition of services.

3.3 General Requirements

- 3.3.1 The potential Vendor shall provide capability for Collect, Prepaid, and Debit calls.
- 3.3.2 The potential Vendor shall be responsible for the billing and collection of all completed inmate Collect, Prepaid, and Debit calls in compliance with FCC and PUC effective regulations, as amended
- 3.3.3 The potential Vendor shall provide the County the ability to establish maximum Collect call charge limits to a telephone number, and the flexibility to change the Collect call thresholds. The initial Collect call thresholds will be set at Seventy-Five Dollars (\$75.00) per telephone number per month. Once the threshold is reached, only prepaid or debit calls will be authorized. Collect call thresholds cannot be changed by the potential Vendor, without approval of the County. The County will have the option of changing the Collect call threshold as it deems fit, with a month's notice to the potential Vendor.
- 3.3.4 The potential Vendor shall have the capability to provide Personal Identification Numbers or Personal Authorization Numbers (PINS).

- 3.3.5 The County will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on Collect calls.
- 3.3.6 The potential Vendor shall not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).
- 3.3.7 The potential Vendor shall provide two (2) System Administrative Consoles or Workstations at no charge to the County. The Workstation includes a computer, monitor, printer/scanner, and all necessary software to review and monitor phone calls. The computer, printer, monitor, and any other related hardware associated with the consoles shall be new, name brand contemporary models with sufficient processing speed, storage capacity, and other feature functionality to ensure rapid and efficient retrieval data throughout the term of the Agreement.
 - 3.3.7.1 The Workstation shall include but not be limited to computer hardware and software, computer memory, disk storage capacity, computer displays, and printers.
 - 3.3.7.2 The potential Vendor shall also provide any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of inmate calls. The potential Vendor shall also provide the telecommunications network designed to provide (on-site and/or remote) administration of the ITS. The Workstation constitutes a component of the ITS.
 - 3.3.7.3 The potential Vendor may be required at the end of the third year of the Agreement or thereafter to replace any or all Workstation-related components at the request of the County should equipment be determined as outdated and/or inefficient.
- 3.3.8 The potential Vendor will be responsible for paying for and installing any additional physical plant requirements (power, security, data, cabling and/or wiring, physical space, HVAC, etc.). Any cabling, wiring, or conduit installed becomes the property of the County.
- 3.3.9 The potential Vendor shall be responsible for obtaining, developing, and implementing the interface requirements required to implement the ITS and associated services (i.e. PINs, Debit, etc.). The potential Vendor shall bear all costs of required interface(s).
- 3.3.10 The potential Vendor shall detail its Back-Up or Redundancy Plan, as well as its Disaster Recovery Plan and provide its processes, policies, and procedures relating to the preparation of recovery or continuation of the requirements in the RFP preceding and/or following a natural or human-induced disaster.

3.4 System Requirements

- 3.4.1 The potential Vendor's ITS must be of an open architecture to allow ease of integration with existing or future systems that operate on either PC-based networks, mainframes, or other platforms, supporting web services, and providing secure anytime, anywhere access.
- 3.4.2 The potential Vendor's ITS shall permit one-way outgoing calls billed to the called party or charged to a prepaid or debit system set up for inmate use for the purpose of placing phone calls through this system.
- 3.4.3 The ITS shall provide for an automated operator telephone system and shall be capable of providing services by Bill Type (Collect, Prepaid, Debit) and Call Type (local, intra-LATA, inter-LATA, Interstate, International).
- 3.4.4 The potential Vendor's automated operator ITS shall also provide prepaid international call services throughout Canada, Mexico, South America, and to overseas destinations.
- 3.4.5 The system's Graphic User Interface (GUI) is preferred to be in web format, compatible with Microsoft Internet Explorer 6.0 and higher for end users. The GUI must be true-web based with nothing being installed on the local computer. The potential Vendor will be willing and able to make system changes (including GUI) to better support the needs of the County. The proposed ITS shall operate independently from the County or the County's (WAN) and/or Local Area Network (LAN).
- 3.4.6 The desired ITS phone calls must be capable of being monitored, recorded, and archived, except as otherwise prohibited by law. Exempt calls are identified by numbers that have been predetermined and downloaded by the potential Vendor into the ITS.
- 3.4.7 Phone calls must be capable of being blocked to certain numbers on a system-wide basis and to others on a case-by-case basis. System-wide blocked calls include those to prosecuting attorneys and government officials. These numbers will be predetermined and downloaded by the potential Vendor into the ITS. Calls to victims and/or witnesses can be blocked on a case-by-case basis by adding specific numbers into the ITS.
- 3.4.8 The ITS must provide sufficient security safeguards to preclude fraudulent use of the ITS. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate 3-way calls, call forwarding, and/or calls to non-billable numbers.
- 3.4.9 The ITS shall be capable of blocking three-way calling, conference calling, and call forwarding. The ITS shall have the capability of permitting the called party to block all future calls from the County jails. Calls cannot be blocked due to a lack of LEC or CLEC billing agreements with potential Vendor. Calls may be blocked to

- telephone numbers that have unbillable call blocks, or when the customer refuses to pay for approved calls to that number.
- 3.4.10 Unauthorized call attempts shall be flagged, archived, and alert reports shall be generated. The ITS shall provide the ability to selectively monitor call activity in real time, and initiate appropriate action as necessary.
 - 3.4.11 The ITS shall be capable of retrieving and generating inmate unauthorized call activity logs for specified periods.
 - 3.4.12 The ITS must have the capability to record the content of all telephone connections. Recordings must be selectable by telephone instrument, group of telephone instruments, jail, or called number. Once recorded, the content of the call must be stored for retrieval for a period of five (5) years or for the life of the contract, whichever is longer, and the ITS must have the capability to transfer the recorded calls to removable media for archiving, or review.
 - 3.4.13 The ITS shall be capable of generating a variety of management reports and call detail reports. The ITS shall be able to identify calls by time, location, specific telephone instrument, inmate PIN, or number called. The ITS shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.
 - 3.4.14 The potential Vendor shall be responsible for system maintenance records, which identify problems that have been encountered, and the reporting of the corrective action taken to the County's Project Manager and/or the County Designee. Any routine or scheduled maintenance that could affect access to phones, revenue, and/or billing generation shall be conducted during off peak hours to be specified by the County.
 - 3.4.15 The ITS shall be able to determine if mutual agreements exist that will allow for the collection of Collect call charges, or that the call recipient's accounts are current and in good standing. If the call is determined to be non-billable, the call recipient or inmate shall be afforded the opportunity to complete the call utilizing prepaid services. If both parties decline, the call will not be authorized to go through.
 - 3.4.16 The ITS shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Inmates shall be required to hang up before dialing a new number.
 - 3.4.17 Vendor shall comply with Limited English Proficiency (LEP) Requirements. Automated call instruction/announcements shall be in English and Spanish, and announcement will indicate that the call may be recorded or monitored with active consent from both parties.
 - 3.4.18 The ITS will have voice instructions for recipient to accept, reject, or block calls by pressing a keypad number. Recorded greeting to the called party that indicates the call is a Collect call from the County jail and is subject to recording and/or monitoring, provide

- the called party with the identity of the calling party and provide the called party with the opportunity to accept or reject the call. The conversation will be blocked until the called party accepts the call.
- 3.4.19 The ITS shall utilize positive call acceptance and active consent for all calls.
 - 3.4.20 The called party shall be informed of the cost of the call, including fees, prior to accepting the call, on all types of calls.
 - 3.4.21 The potential Vendor shall provide system capabilities for protection from power surges and equipment capabilities for protection from power outages.
 - 3.4.22 The ITS shall provide for automated turn on and shut off at designated times, system shut off capabilities from designated Jail control rooms or County-designated locations, as well as online system shut off capabilities.
 - 3.4.23 The ITS shall allow multiple authorized operators simultaneous access while maintaining high level security to prevent unauthorized use and access to the ITS. State maximum number of simultaneous authorized operator access to the ITS.
 - 3.4.24 The ITS shall have Direct Billing capability.

3.5 Inmate Telephone Requirements

- 3.5.1 All inmate telephone instruments shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The phone shall be a mid-size phone approximately 15" H x 8" W x 4" D capable of mounting to cement wall, block wall, stainless steel shrouded columns, or protected external enclosures. The instruments shall be suitable for indoor and outdoor installations, and have a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle. The instruments shall be utilized for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.
- 3.5.2 Inmate telephone instruments shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for jail environments that minimize vandalism and destruction of property. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts, and must be installed in such a manner that no safety hazard is present to the user. Telephone devices will be configured with a braided steel receiver cord, no longer than twelve (12) inches in length to reduce the risk of suicide by hanging. Any new, or replacement telephone instruments must be configured with the telephone handset cord exiting the instrument from the top, in a central position. Any existing handset cords longer than 12 inches must be replaced within 90 days of contract award. Cordless phones shall have an on/off hook switch, and the County will

- designate the number of cordless phones and which facilities they will be installed. All telephone instruments must be water-resistant and fireproof, and have key-locked mountings to the wall. All other equipment including outdoor installations must meet Department safety and security standards
- 3.5.3 Telephone instruments shall have touch-tone keypads.
 - 3.5.4 The potential Vendor's automated operator ITS shall be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Fixed or mobile TDD instruments shall be provided based on the needs of each jail, as determined by the County. Required locations of the TDD instruments will be provided by the County to the potential Vendor.
 - 3.5.5 Amplified handsets shall be required in all areas. Those telephones shall be fitted with a volume control device, which allows the inmate to increase or decrease the volume of the headset earpiece.
 - 3.5.6 The ITS shall have the capability to turn telephones on or off remotely by phone, by cell or pod, by housing unit, or throughout the system, and have a manual or automated on/off switch in selected locations within each jail. Instruments shall provide the capability to mute the inmate's ability to speak to the call recipient until the call is accepted, and to disable the telephone keypad during a call. The telephone instruments shall not have any coin return slots.
 - 3.5.7 The potential Vendor shall provide all telephones, hardware, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the County. The potential Vendor shall complete all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed. All electrical equipment must be installed in compliance with National Code requirements. All telephones must be securely fastened to the wall with security hardware approved by the County. The County reserves the right to pre-approve mounting and installation.
 - 3.5.8 Telephone instruments must be line powered such that the phone does not require separate electrical power at the device. Telephone instruments shall be specifically designed for use in a correctional environment and must be approved by the County before installation. Converted coin phones will not be accepted.

3.6 Call Monitoring/Recording System

- 3.6.1 The ITS shall have a call monitoring and recording system that records every call made through the ITS and stores recorded calls for a minimum of five (5) years or for the life of the contract.

- 3.6.2 The ITS shall have the capability to disconnect a call that is being monitored, and a secure monitoring platform for remote call monitoring.
- 3.6.3 Calls to certain predetermined telephone numbers shall not be recorded. The ITS must be able to exempt specific telephone numbers from monitoring or recording. The ITS must be capable of identifying specified telephone numbers as “do not record.”
- 3.6.4 The recording system shall incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their routine investigations.
- 3.6.5 The ITS shall have the capability, on demand, to store recordings on the hard drive(s) and the recording must be accessible instantly.
- 3.6.6 The ITS shall include an alert system that will detect and notify calls made to restricted numbers, calls made by restricted individuals, or calls made from restricted phones.
- 3.6.7 The ITS must provide for the monitoring of live inmate calls without any detectable deterioration of call quality or call interruptions.
- 3.6.8 The ITS must have the ability to “fade out” a portion of the monitored conversation to distinguish between the speaking parties.
- 3.6.9 The ITS must be configured/networked such that all recorded calls may be accessed from any workstation. The ITS must be configured for both public and private secured networks.
- 3.6.10 The ITS shall have the ability to provide, print, download and e-mail reports on a daily, weekly, monthly, or real time basis. All reports will be selected by any combination of location, PIN, phone, number dialed, time/date, duration, call type, call status, etc., by the County ’s staff.
- 3.6.11 The ITS will have the capability of reverse lookup of phone numbers called to provide call detail.
- 3.6.12 The ITS shall be fully supported by remote maintenance including remote polling capabilities and system self-diagnostic to create “trouble tickets” when a system problem is discovered.
- 3.6.13 The ITS shall be capable of automatically transcribing flagged calls using “key word search.”
- 3.6.14 The ITS must have the ability to monitor the visitation telephones on all visiting stations at all the County Jail facilities.

3.7 Maintenance and Repairs

- 3.7.1 The equipment installed at the Jail shall remain the sole and exclusive property of the potential Vendor. The County will not be responsible for any damage to equipment.
- 3.7.2 The potential Vendor shall provide all necessary labor, parts, materials and transportation to maintain all inmate telephones and

- related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.
- 3.7.3 The potential Vendor is responsible for all maintenance and repairs to inmate telephones and the ITS. A single point of contact with the potential Vendor, via a toll-free telephone number and an e-mail address, must be established by the potential Vendor for reporting all inmate telephone problems. This toll-free maintenance/repair telephone number, answered by a live operator, shall be available for reporting inmate telephone problems twenty-four (24) hours per day, every day of the year.
- 3.7.4 The potential Vendor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified County facilities, readily available for repairs and maintenance of the ITS. The potential Vendor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.
- 3.7.5 The potential Vendor shall develop procedures and schedules to conduct monthly Preventive Maintenance on ITS and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. The potential Vendor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the ITS and all of its components in good working order, including the performance of Preventive Maintenance.
- 3.7.6 The potential Vendor shall be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or the potential Vendor's equipment. When the potential Vendor determines the agency responsible for failure, then the potential Vendor shall contact the agency responsible for failure and jointly resolve the failure at no cost to the County. If the failure is determined to be the fault of the potential Vendor's equipment, hardware, software or wiring, the potential Vendor shall correct the problem at no cost to the County .
- 3.7.7 The potential Vendor shall notify the County at least twenty four (24) hours prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts in excess of fifteen (15) minutes.
- 3.7.8 The potential Vendor shall adhere to and comply with the Service Level Agreement in Attachment 2A – Service Level Agreement for Inmate Telephone Services.

3.8 Other Service Offerings, Ancillary Services, Or Value-Added Services Related To Or Offered In Conjunction With Inmate Telephone Services

- 3.8.1 *Debit Release Cards*
 - 3.8.1.1 Vendor shall provide Debit Release Cards. The Debit Release Cards shall also function as credit cards that can be used outside of the Jail.
 - 3.8.1.2 Vendor shall provide the period of time allowed after release, before fees are incurred – County prefers maximum period of time until fees start to incur.
 - 3.8.1.3 Vendor shall provide instruction sheets for card use, fees, and any other necessary information inmates.

- 3.8.2 *Online Money Deposits and Turnkey Kiosks* – The Vendor shall provide online capability and kiosks for money deposits. The Kiosks shall include all hardware and software necessary to provide any related services the vendor provides. The General Features shall include:
 - 3.8.2.1 Online access for inmates’ family members and friends to deposit money into the inmates’ trust account for phone time and for commissary items.
 - 3.8.2.2 Public-facing Kiosks located in, or adjacent to, visiting lobbies, and including cashier areas capable of accepting cash, credit, and debit cards.
 - 3.8.2.3 Booking/Intake Kiosks capable of accepting cash, credit, and debit cards.
 - 3.8.2.4 The transactions (Cash, Credit and Debit Card) will be posted in real-time.
 - 3.8.2.5 The Vendor will guarantee and make available the funds as soon as the funds are accepted and reported on a real-time basis.
 - 3.8.2.6 The Kiosks have the capability to identify, recognize, and reject counterfeit money.
 - 3.8.2.7 The County will not return funds attributed to fraudulent credit or debit card transactions, counterfeit U.S. currency, or deposits to the wrong inmate which have been accepted by the Vendor.
 - 3.8.2.8 The Vendor shall be responsible for collecting County Convenience / Service fees charged for use of the kiosks.
 - 3.8.2.9 Real-time canned and customizable transaction reports will be available on the Vendor’s website.
 - 3.8.2.10 All costs associated with maintaining the kiosks, hardware, software and incidentals (such as, but not limited to: paper, printing inks and/or ribbons) will be the responsibility of the Vendor. Vendor will provide routine maintenance of kiosk devices to further reduce possible non-scheduled downtimes.

- 3.8.2.11 Vendor shall be responsible for all network infrastructure including wireless and wired connectivity.
- 3.8.2.12 Vendor shall provide an annual schedule inclusive of all maintenance, software and hardware updates.
- 3.8.2.13 Vendor that shall provide 24/7 customer support for issues associated with the kiosk(s) including the following:
 - 3.8.2.13.1 Payments and debits
 - 3.8.2.13.2 Kiosk or system outages
 - 3.8.2.13.3 Other technical issues
- 3.8.2.14 At no cost to the County, the Vendor will be responsible for removing, transporting, and depositing cash from the kiosks. If not a certified money handler, the Vendor will provide appropriate and acceptable courier services for removing, transporting and depositing cash from the kiosks. The County accepts no liability for money deposited into the kiosks or related to credit/debit card or consumer data stored on kiosks.
- 3.8.2.15 Vendor will proactively manage and monitor kiosk system and application functionality from a remote site.
- 3.8.2.16 Kiosks will print receipts for the public and a copy for County Staff for all successful transactions.
- 3.8.2.17 Vendor shall be responsible for the project, with a sub-contractor(s) as needed to complete the installation as quoted.
- 3.8.2.18 Kiosk Enclosure - The successful vendor shall provide a kiosk design to be of standalone style for inside/outside locations. The kiosk enclosure/housing needs to be self-contained, rugged and secure. No crevices that can enable inmates to damage or spill into the enclosure and damage the kiosk.

This requirement is not mandatory and will be determined by the type of kiosk proposed. If there are no enclosures, vendors are to explain in detail the plan for mounting and security of the hardware. Kiosk enclosures may, but not limited the following:

- 3.8.2.18.1 Heavy duty locking mechanisms, hinges, door mechanisms capable of resisting inmate tampering and vandalism.
- 3.8.2.18.2 Hardware must be contained in the kiosk enclosure.
- 3.8.2.18.3 The kiosk should have the ability to be anchored to the floor and or the wall.

equipment and/or software, and maintenance. The potential Vendor shall include all cost components in Attachment A – Inmate Telephone Services Pricing Matrix and Offer. Include purchase or lease options.

3.8.3.4 Provide a detailed description of the tablet device, the functions, and the security features. Provide and describe your standard, basic content offer.

3.8.3.5 Tablet shall have the capability to render County - generated web content including but not limited to websites and streaming media, and shall have the capability to digitize and incorporate County forms and other documents, so the County can send web-based form to one central point of contact. Exhibit 2 includes some of the County forms; the County shall add other forms as needed.

3.8.3.6 Tablet shall be capable of rendering content on closed networks or secure zones, completely isolated from the internet.

3.8.3.7 The Tablet shall have, at a minimum, the following security features:

3.8.3.7.1 The device does not store data across user sessions.

3.8.3.7.2 The device can be configured for unique user login for certain users.

3.8.3.7.3 The device returns to a secure baseline configuration upon logout, restart, or reboot.

3.8.3.7.4 The device is capable of displaying the most common file formats for documents, audio, and video.

3.8.3.7.5 The device is capable of tiered-role privileges that distinguish between users and administrators and their authorized functions.

3.8.3.7.6 Access to boot partitions and the root file system are prohibited.

3.8.3.7.7 Provides no access to macros, scripting or application programming interfaces.

3.8.3.7.8 Provides capability to read external media (e.g. DVD drives, thumb drives, portable hard drives).

3.8.4 *Other Service Offerings* - Provide brief description of other service offerings related to or offered in conjunction with Inmate Telephone Services (i.e., Voice Biometrics, Investigative Tools, Email, etc.), and indicate if service is “Optional”. Indicate cost or financial impact to commissions, if any.

3.9 Training

- 3.9.1 The potential Vendor shall provide three (3) initial training sessions on the inmate telephone workstation features and usage for all workstations at the County Jail facilities, at no cost to the County. The potential Vendor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. The first training session will occur at an agreed-upon date prior to ITS implementation, and the second session shall be scheduled no later than 14 days from the “go-live” date.
- 3.9.2 The potential Vendor shall offer ongoing training (online, audio/video teleconferences, etc.) as needed on Inmate Telephone Services and any associated service offerings.
- 3.9.3 The potential Vendor shall provide training on Inmate Telephone Service upgrades or any component thereof.

3.10 Management Reporting

- 3.10.1 Project Status Reports: The potential Vendor shall prepare and submit Project Status Reports during the System Integration Period to the County. The potential Vendor shall submit such reports to the County and the County Designee weekly. Such reports shall, at a minimum, state:
 - 3.10.1.1 Period covered by the report
 - 3.10.1.2 Project progress and plans
 - 3.10.1.3 Issues tracking, including deficiencies
 - 3.10.1.4 Project schedule including work scheduled for completion, which was completed, and work scheduled for completion, which was not completed
 - 3.10.1.5 Updates to the Project Control Document
 - 3.10.1.6 Project risks identified through the quality assurance process
 - 3.10.1.7 Any other information that the County may reasonably require
- 3.10.2 Monthly Reports: The potential Vendor shall be required to submit Monthly Reports, pertaining to the operation and maintenance of the ITS. Monthly reports shall be for the period including the first day of the month through the last day of the month. Such reports shall include, but not be limited to, the following:
 - 3.10.2.1 Call Detail Reports
 - 3.10.2.2 List of Telephones: This report shall include, but shall not be limited to information on jail name, address, telephone number, location of phone, installation date, date removed, date reinstalled. Report shall be updated monthly. Total down time for each phone shall also be included. These reports shall be available to all Workstations.

- 3.10.2.3 Total Calls Completed and Billed Report: Report shall be in summary format by jail and telephone number. Reports shall include the total number of calls, total minutes, amount billed, and shall be broken down by Bill Type: Collect, Prepaid, Debit, and by Call Type: Local, Intralata, Interlata, Interstate, and International calls.
- 3.10.2.4 Total Calls Not Completed Report: Report shall be in summary format, and shall include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), as well as indicating the cause associated with the incompleteness of the calls and an aggregate total of each value.
- 3.10.2.5 Commissions Report: This report shall contain the annual or monthly historical contemporary MAG payment and Commissions information.
- 3.10.2.6 Summary of Any Unauthorized Inmate Call Activity Detected Report: Report shall be in summary format by jail, and shall contain any information available to support the subsequent investigation of such activities.
- 3.10.2.7 Summary of System Outages and/or Maintenance Performed Report: Report shall be in summary format by jail, and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date and time and who notified the County or the County Designee.
- 3.10.2.8 Telephone Inspection and Maintenance Log: This report shall be submitted to the County and the County Designee on a quarterly basis or as required by the County .
- 3.10.2.9 The potential Vendor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the County or the County Designee.
- 3.10.3 Year-End Summary Reports: The Vendor shall submit Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the potential Vendor's automated operator ITS. The reports shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and shall also include an aggregate total of each of these values. The reports shall also indicate the MAG and Commissions, uncollectibles, and recovered uncollectibles, including any accounts receivables sold during the year.
- 3.10.4 The potential Vendor shall submit one (1) soft copy of each of the Monthly Reports and Year-End Summary Reports via email (to be

- provided to the Vendor awarded the bid) and on CD-Rs to the County Project Manager and to the County Designee.
- 3.10.5 The potential Vendor's written reports shall utilize Microsoft Word for the narrative portions, and Microsoft Excel for the Inmate billing and commissions earned reports.
 - 3.10.6 The potential Vendor's written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on ITS for the prior month.
 - 3.10.7 The potential Vendor's Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the ITS for the subject Agreement year.
 - 3.10.8 There will be a Late Penalty of \$50.00 per day for reports received late, unless prior approval for late delivery by potential Vendor has been granted by the County Project Manager. Refer to Attachment 2A – Service Level Agreement for Inmate Telephone Service.

3.11 Audit

The County or the County Designee shall have access, at reasonable times, to all reports, Contract records, documents, files and personnel necessary to audit and verify potential Vendor's charges to the County hereunder. Potential Vendor agrees to retain reports, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for the potential Vendor's services hereunder the County reserves the right to audit and verify potential Vendor's records before final payment is made. The County's representatives shall have the right to reproduce any of the aforesaid documents. Should potential Vendor cease to exist as a legal entity, potential Vendor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

3.12 Annual Review

The potential Vendor will actively engage and participate in regular Annual Operations and Contract Review Meetings. Within thirty (30) calendar days following the end of the Agreement year, potential Vendor Project Manager or Senior Management personnel shall meet with the County and the County Designee (if applicable), and provide a comprehensive report of Inmate call activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This will also include a Contract Review for the preceding year.

3.13 Leave-Behind Solution

The potential Vendor will provide a leave-behind solution at the end of the contract term. All CDRs, call and visitation recordings, documentation, reports, data, etc. are the property of the County and shall be provided to the County by the potential Vendor on a secure storage medium, and in a usable, user-friendly, searchable electronic format at no cost to the County within fifteen (15) days following the expiration and/or cancellation of the AGREEMENT. The potential Vendor shall accept the County's reasonable decision whether the solution provided is acceptable. The leave-behind solution shall be easily accessible for three (3) years after contract end date, and at the County's option, leave behind solution must be located in location designated by the County .

3.14 Telephone Rates, Fees, Commissions

The potential Vendor shall provide two offers: 1) The proposed rates, fees, and commissions/MAG, which, if selected, will remain in effect until mandatory compliance with FCC rates and fees goes into effect; and 2) The FCC-mandated rates and fees and Vendor's proposed commissions/MAG offer. Complete and include in proposal submission, Attachment 1A - Inmate Telephone Services Pricing Matrix and Offer.

- 3.14.1 Per Minute Rates and Connect Fees: State per Minute Rates (local, intralata, interlata, interstate, international) and Connect Fees for Debit, Prepaid, and Collect calls. Rates and Connect Fees shall be fair and reasonable. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix and Offer.
- 3.14.2 Fees and Surcharges: Disclose all fees and surcharges that are charged to prepaid inmate accounts, debit, and Collect call acceptors and indicate if included in application of commissions. Provide a brief description of each.
- 3.14.3 Taxes – State applicable Federal, State, and Local taxes (not commissionable).
- 3.14.4 Minimum Annual Guarantee (MAG) and Commission Rate – In Year 1, the potential Vendor shall pay the County a non-recoverable Minimum Annual Guarantee (MAG) within 10 business days of contract signature. In Years 2-5, the potential Vendor shall pay the County the higher of:

Commission Rate, which is a percentage of the potential Vendor's Total Gross Revenue, which is defined as the sum of all charges for use (including contractor fees), whether collected or uncollected, less any applicable federal, state or local taxes and legitimate refunds. The Commission Rate offered by the potential Vendor is payable to the County no later than the 10th of each month.

OR

Minimum Annual Guarantee (MAG) – The MAG amount is payable in monthly payments.

The potential Vendor shall pay the County a Minimum Annual Guarantee (MAG) amount, irrespective of the amount of revenue generated, that shall be paid to the County in equal monthly installments. The first year MAG payment is unrecoverable and is due within 10 calendar days of contract signatures. Subsequent years' commission payments shall be due and payable in advance on the first business day of each month (except for prorated payment in the event that the Contract begins or ends on a day other than the first day of the month). The MAG amount shall be based on Gross Revenue which is defined as the sum of all charges for use (including contractor fees), whether collected or uncollected, less any applicable federal, state or local taxes and legitimate refunds. Thereafter, at the end of any given calendar month, MAG payments shall be reconciled with the percentage fees for that month's actual gross revenue. For each calendar month, the excess of the percentage fee due not later than the 10th business day of the succeeding month along with a certified statement. If the actual gross revenue percentage does not exceed the MAG payment made, potential Vendor shall certify within ten (10) calendar days and no additional fee shall be due for that month, but no refund will be made. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix and Offer.

- 3.14.5 If any payments due are not received by the County within the period specified, the County is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66 day year) calculated from the date payment is due. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix and Offer.

3.15 Project Implementation Plan and Schedule

Potential Vendor shall present an overview, which shall be a narrative description, of the potential Vendor's proposed plan for providing the ITS to the County. The potential Vendor will provide in full detail, its understanding and response to the Scope of Work.

- 3.15.1 Project Control Document (PCD) –, the potential Vendor shall create, and deliver to the County and the County Designee, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD shall include the relevant elements of the following:
- 3.15.1.1 Introduction
 - 3.15.1.2 Executive Summary
 - 3.15.1.3 Project Mission & Objectives

- 3.15.1.4 Project Scope
- 3.15.1.5 Work Breakdown Structure
- 3.15.1.6 Master Project Schedule
- 3.15.1.7 Change Control Plan
- 3.15.1.8 Project Team
- 3.15.1.9 Risk Assessment & Management
- 3.15.2 Integration of New Inmate Telephone System – The potential Vendor shall submit detailed plans for the provision of necessary telephone equipment and the integration of the new ITS, while minimizing the impacts to current ITS operations. Should potential Vendor elect to utilize existing Telephone Instruments, potential Vendor shall at its own risk, cost, and expense enter into an agreement with GTL to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current ITS and services agreement.
- 3.15.3 The new automated operator ITS and Telephone Platform shall become fully operational upon the successful completion of all system integration testing and acceptance by the County. ITS integration and acceptance test criteria is as follows: all Inmate telephones tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned County Project Manager. All telephone installation plans and schedules will be reviewed and approved by the County Project Manager, in order to minimize impacts to normal operations.
- 3.15.4 Project Approach – Potential Vendor shall present an overview, which shall be a narrative description, of the potential Vendor’s proposed plan for providing Inmate Telephone Services to the County. The potential Vendor will provide in full detail, its understanding and response to the Scope of Work.
- 3.15.5 Implementation Plan and Schedule – Potential Vendor shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the County. Time is of the essence in providing a fully functional ITS, and the potential Vendor is required to provide a fully functional system tested and accepted by the County. The County is requiring a forty-five (45)-business day implementation schedule. Failure to provide this service may incur a daily penalty of \$350.00 until fully functional (Refer to Attachment 2A – Service Level Agreement for Inmate Telephone Service). The Implementation Plan and Schedule will include the following:

- 3.15.6 Summary of management/work plan for this Project
- 3.15.7 Project Schedule with Project Milestone Dates

3.16 Project Implementation Team – Potential Vendor shall provide the name, years of service, qualifications, address and telephone number(s) for the potential Vendor’s Project Implementation Manager, which will be the County’s main point of contact during the ITS installation; and the potential Vendor’s Project Manager or Account Manager, which will be the County’s main point of contact after implementation and turn-up of services, and during the subsequent Contract(s).

Potential Vendor shall provide its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members. It must include:

- 3.16.1 Organizational framework for the proposed Project Team, Company name and key staff name for each role identified in the chart.
- 3.16.2 Potential Vendor shall provide the names, years of service, qualifications, addresses and telephone numbers of each member of the potential Vendor’s Project Implementation Team, including an Escalation Chart with complete contact information.

4.0 VIDEO VISITATION SYSTEM SCOPE OF WORK

This section describes the expectations of the Department in regard to the implementation of the Video Visitation System (VVS), work to be performed by the selected Vendor, and overall project definition.

Potential Vendors will observe in the RFP documents that the County intends to enter into an agreement with a Vendor who can provide a total turnkey VVS solution, and address the specific functionality described in the RFP. The VVS must minimally have the capabilities and functionality as listed in the Scope of Work.

4.1 Video Visitation System Product Overview

The County is looking for a turnkey hardware and software solution to support an IP-based Video Visitation System (VVS) for the County. The VVS will be used for both attorney confidential and public visits from on-site and off-site locations for the County. The County currently averages 35-40 face-to-face visits a week, and including attorney visits, the County averages 50 face-to-face visits a week, Monday through Thursday.

The County is open to new technologies with regards to Video Visitation, including the use of Tablet technology. If proposing Tablets for use in conjunction with Video Visitation, include all features and benefits,

supporting documentation, mounting and other specifications, and other pertinent information.

The County has a targeted ratio of one (1) IVVS unit for every 25 inmate bed-space capacity, allowing for differences based on facility layout and configuration. The County would welcome supported recommendations from bidders as to the most effective and efficient ratios. All bidders shall provide their recommendations on the most effective and efficient VVS unit to inmates ratio, the rationale for their recommendations, the subsequent benefits and limitations, and the supporting statistics and documentation. The bidders shall determine their recommended number of VVS units to be installed from the mandatory site visits.

The system will allow the public to visit inmates from their home or any offsite location, while being monitored and recorded by County staff. Attorneys and other approved individuals who require private access to inmates will be able to do so through Remote Inmate Video Visitation without being monitored or recorded.

There will be onsite Inmate Video Visitation terminals as well, for private video sessions with attorneys and other approved individuals. All recordings will remain the property of the County.

The potential Vendor will be responsible for any interface development and costs with 3rd party vendors and/or County systems. The potential Vendor will be required to plan and implement the VVS, including integrating and interfacing with, and testing of all required equipment and software relative to the new VVS, without impacting the normal daily operation of the existing VVS or other County systems.

The potential Vendor will state all costs associated with the new installation, associated equipment and/or software, furniture, and enclosures, and will include all cost components in Attachment 1B – Video Visitation System Pricing Matrix and Offer. The VVS instruments, software, hardware, and enclosures shall be subject to approval by the County's Project Manager or Designee. The potential Vendor will be responsible for any cabling & wiring, network access, project implementation, and interface development and installation costs.

The potential Vendor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

4.2 Tasks

In order to achieve the goal of an on-time, within-budget implementation of the VVS, the Vendor's fulltime Account Manager will perform the following tasks:

4.2.1 Work with a team of selected staff from the County and Information Technology Agency (ITA), as appropriate, in all

- technical and operational issues of the design and integration of the VVS network, hardware, software, and associated services.
- 4.2.2 Install VVS, integrate and test VVS, including associated services, cabling & wiring, and interfaces.
 - 4.2.3 Provide training, operational instruction and guides/manuals to the County staff, in a form acceptable to the County for the System Administrator and other authorized County Designees.
 - 4.2.4 Meet or exceed minimum required Maintenance and Service Levels.

4.3 General Requirements

- 4.3.1 The potential Vendor will propose a fully functioning, comprehensive and operational onsite and remote, IP-based VVS using state-of-the-art video compression technology designed specifically for jails, prisons or other incarceration facilities. The VVS shall be capable of processing on-site and remote visits at all facilities, allowing visitors to video conference with inmates/prisoners whether visitor is located at a designated jail property and/or at a remote location via the Internet using privately owned computers.
- 4.3.2 Provide a minimum of three (3) existing facilities of similar size and scope as the County, with contact names and phone numbers for each. This project will not be a site for Beta testing.
- 4.3.3 The VVS must be a complete solution for the County incorporating all major aspects of visitation (e.g. reporting, recording, scheduling, software & hardware, network access, cabling/wiring, system interfaces, etc.) for on-site and remote visitors. All available modules shall be included and itemized in the pricing provided. The VVS Scheduler shall interface with the ATIMS Scheduler, and any interface costs will be the Vendor's responsibility.
- 4.3.4 The VVS must have the ability to be both fully Cloud-based or at the election of the County, the VVS must have the ability to house application servers, recording servers, storage servers or any other servers or equipment if desired.
- 4.3.5 The VVS must be able to charge the visitor \$15.00 for 15 minutes for remote video visits.
- 4.3.6 Provide all labor, equipment, materials, software, installation, configuration (hardware, software and networking), documentation, testing, and training of the VVS as required herein and on the drawings.
- 4.3.7 VVS shall be an Internet Protocol (IP)-based system. All video and audio streams between the stations shall be transmitted over TCP/IP/Ethernet. Any systems that utilize analog audio/video matrix switching devices are not acceptable.
- 4.3.8 At no expense to the County, the County staff must be trained in

the use of the VVS to facilitate all on site and remote Browser-Based visitations and to administer the VVS.

- 4.3.9 Cabling & wiring, network access, interface(s), installation/implementation, and associated costs will be the responsibility of the selected vendor. Selected vendor shall be responsible for providing and implementing a separate network connection (T1.5, T45, etc. access), to operate the VVS. The potential Vendor will be responsible for any additional network switches, CAT5 or CAT6 wiring, and any and all bandwidth required for Video Visitations.
- 4.3.10 Remote visitors must be able to conduct remote visits without having to install or download any software.
- 4.3.11 Technical Support in both English and Spanish must be provided during visitation hours for jail and visitors at no cost to the County.
- 4.3.12 The potential Vendor's VVS shall be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. TDD instruments shall be provided based on the needs of each jail, as determined by the County. Required locations of the TDD instruments will be provided by the County to the potential Vendor.
- 4.3.13 Software upgrades and system improvements will be provided and implemented at no additional cost to the County.
- 4.3.14 Any moves, adds, or changes to the equipment, hardware and software that occur during the contract term, will be the Vendor's responsibility and cost.
- 4.3.15 The VVS shall be able to support several web-based applications including, but not limited to, video visitation, inmate information, sick request, emergency visit, commissary ordering and inmate electronic email.

4.4 Video Visitation Stations, Network, Servers

- 4.4.1 Describe your Terminal Enclosure mounting specifications; include drawings, diagrams, etc. in your response.
- 4.4.2 All video visitation station components must be field-replaceable by the County staff or by the VVS contractor. All video visitation station components must be non-proprietary and, at minimum, meet the following requirements:
 - 4.4.2.1 Correction grade wall mountable enclosure
 - 4.4.2.2 USB webcam
 - 4.4.2.3 Detention grade audio handset with cable lanyard (lanyard length to be determined by County)
 - 4.4.2.4 The enclosure shall not have any openings exposed to inmate or visitor, unless it utilizes an indirect venting system for heat dissipation

- 4.4.2.5 Option for handset volume control
- 4.4.2.6 Videoconferencing Codec Hardware
 - 4.4.2.6.1 4GB Hard Drive or better
 - 4.4.2.6.2 2GB of RAM or better
- 4.4.2.7 Videoconferencing Codec Software
 - 4.4.2.7.1 Adobe Flash Capable
 - 4.4.2.7.2 Must have built in H.323 and/or SIP protocol for open communication directly to devices from Cisco, Polycom, Lifesize, etc., or better
 - 4.4.2.7.3 Flexible range of video resolutions and bit rates: Video Standards: H.261, H.263, H.263+/, H.264; Audio Standards: G.711, G.722, G.723.1, G.728, G.729
- 4.4.3 All visitation recordings shall be processed and stored at the County's option and direction: at a remote data center; and or stored locally within the facility on a separate server environment (will NOT use the County's internal server environment).

4.5 Video Visitation System Software

- 4.5.1 The VVS shall be a user-friendly, highly graphical, keyboard and mouse driven application.
- 4.5.2 The VVS shall be accessible via standard browser to the County users with network access and application privileges.
- 4.5.3 The VVS shall be a privilege-based system allowing the assignment of privileges to customizable users groups and user assignment to specific user groups.
- 4.5.4 The VVS shall have integration with active directory.
- 4.5.5 The VVS shall allow the County to automatically notify a user(s) and/or user group(s) via email when a visitation station is added, modified and/or taken offline.
- 4.5.6 The potential VVS Vendor will be responsible for developing and implementing the interface necessary to obtain the following minimal requirements:
 - 4.5.6.1 Inmate ID
 - 4.5.6.2 Inmate Last Name
 - 4.5.6.3 Inmate Middle Name
 - 4.5.6.4 Inmate First Name
 - 4.5.6.5 Gender Designator
 - 4.5.6.6 Date of Birth
 - 4.5.6.7 Housing Assignment Designator
 - 4.5.6.8 Race Designator
 - 4.5.6.9 Inmate Booking number
- 4.5.7 The VVS shall interface with County's booking and release system to track all inmate housing unit assignments, movements, and inmate releases to validate scheduled visitation integrity. VVS shall have the capability to schedule, reschedule, and cancel

- video visits, as well as the flexibility to limit online video visitation sessions and to change online video visitation hours.
- 4.5.8 VVS shall allow the County to manage and schedule Internet video visitation, on-premises and off-premises video visitation, and non-video visitations with shared or separate quotas, stations, visitation center hours, time slots, and scheduling policies.
 - 4.5.9 VVS shall allow the County to manage personal and professional visitations with shared or separate quotas, stations, visitation center hours, time slots, recording & monitoring rules, and scheduling and policies.
 - 4.5.10 The VVS shall allow the County to create specific personal and professional visitation time slots for Internet video visits, on-premises, and face-to-face visits.
 - 4.5.11 The VVS shall be able to manage multiple visitation centers with unique hours of operation, visitation types, policies and quotas.
 - 4.5.12 The VVS shall allow the County to establish and manage approved visitor lists for the entire jail, only selected housing units, or only selected inmates.
 - 4.5.13 The VVS shall allow the County to schedule a “no visitations” event with customizable duration for an inmate, station, station group, housing unit and/or visitation center.
 - 4.5.14 The VVS shall allow the County to set the age at which a minor is allowed to register and schedule a visit as an adult.
 - 4.5.15 The VVS shall allow the County to create custom visitation quotas.
 - 4.5.16 The VVS shall allow the County to denote a visitor as being a professional visitor.
 - 4.5.17 The VVS shall allow County staff to schedule visits in person or over the phone.
 - 4.5.18 The VVS shall provide a means of creating an unscheduled visit (Ad hoc Visit) where the inmate’s and visitor’s information is required and tracked.
 - 4.5.19 The VVS shall provide the means for the County staff to create an unscheduled visit/station connection where the inmate’s and visitor’s information is not required.
 - 4.5.20 The VVS shall be a web-based scheduling application allowing public and professional visitors to register and schedule visits using a standard internet browser and an internet connection.
 - 4.5.20.1 The VVS shall have the capability to give the County staff the flexibility to make fields mandatory for visitor registration.
 - 4.5.20.2 The VVS public and professional scheduling must be available in English & Spanish.
 - 4.5.20.3 Visitors shall be able to login using their unique visitor ID or their email address and password.
 - 4.5.20.4 The VVS must allow for Smart phone scheduling.
 - 4.5.20.5 The VVS shall have public scheduling module specifically designed for touchscreen lobby kiosks.

- 4.5.21 The VVS shall allow for real-time visitation monitoring of all live personal visits.
- 4.5.22 VVS must be able to encrypt all professional/attorney/private video visitations to ensure no recording or monitoring can take place.
- 4.5.23 The VVS shall provide synchronized digital video and audio recording for all visitation sessions.
 - 4.5.23.1 The VVS shall utilize standard servers for processing and storing the recordings
 - 4.5.23.2 The VVS shall store all recorded visits for five (5) years in a video storage server
 - 4.5.23.3 Authorized users shall be capable of downloading a recorded file(s)
 - 4.5.23.4 The VVS shall incorporate an audit trail to track who has viewed and/or downloaded the recording file(s)
- 4.5.24 The VVS shall allow the County to create visitation billing charges.
 - 4.5.24.1 The VVS shall shut off free video visits after 15 minutes, and give a warning prior to shutting off video visit. (One free 15-minute video visit quota).
 - 4.5.24.2 The VVS must have the ability to differentiate between professional visitors (e.g. allow public defenders to have free visits, and attorneys for unmonitored and unrecorded on-site confidential video visits, etc.)
 - 4.5.24.3 The VVS shall allow the County to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.
 - 4.5.24.4 The VVS shall have capability of refunding a visitor for a charged visit that has been cancelled as a result of:
 - 4.5.24.4.1 Inmate Release
 - 4.5.24.4.2 County-Imposed Restriction
 - 4.5.24.4.3 Station Unavailability
 - 4.5.24.4.4 Facility or jail event (example: weather closure, dorm lockdown)

4.6 Maintenance and Repairs

- 4.6.1 The equipment, cabling, wiring and conduit installed at the Jail facilities shall remain the sole and exclusive property of the County. The County will not be responsible for any damage to the Video Visitation equipment.
- 4.6.2 The potential Vendor shall provide all necessary labor, parts, materials and transportation to maintain all Inmate Video Visitation units, hardware, and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.
- 4.6.3 The potential Vendor is responsible for all maintenance and repairs to the VVS.

- 4.6.4 The potential Vendor will provide 24/7/365 phone support for software and hardware problems, and will comply with response times detailed in Attachment 2B – Video Visitation System Service Level Agreement. A single point of contact with the potential Vendor, via a toll-free telephone number and an e-mail address, must be established by the potential Vendor for reporting all VVS problems. This toll-free maintenance/repair telephone number shall be available for reporting VVS problems twenty-four (24) hours per day, every day of the year.
- 4.6.5 The potential Vendor shall warranty all equipment for a minimum of one year from installation and provide the County with all warranty documentation.
- 4.6.6 The potential Vendor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified County facilities, readily available for repairs and maintenance of the VVS. The potential Vendor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.
- 4.6.7 The Vendor shall develop procedures and schedules to conduct monthly Preventive Maintenance on the VVS and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. The Vendor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the VVS and all of its components in good working order, including the performance of Preventive Maintenance.
- 4.6.8 The potential Vendor shall adhere to and comply with the Video Visitation System Service Level Agreement in Attachment 2B.

4.7 Other Service Offerings (Optional)

- 4.7.1 Provide information on a video arraignment component, additional cost (if any), and how it would interface with the VVS.
- 4.7.2 Describe system's capabilities in detail. Indicate if part of standard service offering, or if "Optional," indicate cost.
- 4.7.3 Provide brief description of other current features and indicate if feature is "Optional". Indicate cost, if any.

4.8 Training

- 4.8.1 The potential Vendor shall provide onsite training on the VVS for the designated County staff and County Designee at no additional cost to the County. The potential Vendor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training will occur no later than 14 days from the "go-live" date, at no cost to the County.

- 4.8.2 The potential Vendor shall provide training materials to County staff and County Designee for inmate training at no additional cost to the County.
- 4.8.3 The potential Vendor shall provide training on VVS upgrades or any component thereof, if any.
- 4.8.4 The potential Vendor shall provide user manuals to the County

4.9 Management Reporting

- 4.9.1 Project Status Reports: The potential Vendor shall prepare and submit Project Status Reports during the System Implementation Period to the County. The Vendor shall submit such reports to the County and County Designee on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday or holiday. Such reports shall, at a minimum, state:
 - 4.9.1.1 Period covered by the report;
 - 4.9.1.2 Project progress and plans;
 - 4.9.1.3 Issues tracking, including deficiencies;
 - 4.9.1.4 Project schedule including work scheduled for completion, which was completed, and work scheduled for completion, which was not completed;
 - 4.9.1.5 Updates to the Project Control Document;
 - 4.9.1.6 Project risks identified through the quality assurance process; and
 - 4.9.1.7 Any other information that the County may reasonably require.
- 4.9.2 Monthly Project Reports: The Vendor shall be required to submit Monthly Project Reports, pertaining to the operation and maintenance of the VVS. Monthly reports shall be for the period including the first day of the month through the last day of the month. Such reports shall include, but not be limited to, the following:
 - 4.9.2.1 Video Visitation Detail Reports
 - 4.9.2.2 Revenue Share Reports (on Remote Visits)
 - 4.9.2.3 Total Video Visits Completed and Billed Report: Report shall be in summary format by jail
 - 4.9.2.4 Summary of Any Unauthorized Video Visit Activity Detected Report: Report shall be in summary format by jail, and shall contain any information available to support the subsequent investigation of such activities
 - 4.9.2.5 Summary of System Outages and/or Maintenance Performed Report: Report shall be in summary format by jail, and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date and time and who notified the County or County Designee

- 4.9.2.6 The VVS Inspection and Maintenance Log: This report shall be submitted to the County and County Designee on a quarterly basis or as required by the County
- 4.9.2.7 Vendor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the County or County Designee.
- 4.9.3 6-Month and Year-End Summary Reports: The Vendor shall submit an initial 6-Month Summary Report and subsequent Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Vendor's VVS.
 - 4.9.3.1 The potential Vendor shall submit one (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CD-Rs to the County Project Manager and to the County Designee.
 - 4.9.3.2 The potential Vendor's written reports shall utilize Microsoft Word for the narrative portions, and Microsoft Excel for the Inmate billing and revenue share reports.
 - 4.9.3.3 The potential Vendor's written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on VVS for the prior month.
 - 4.9.3.4 The Vendor's Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the VVS for the subject Agreement year.
 - 4.9.3.5 There will be a Late Penalty of \$ 100.00 per day for reports received late, unless prior approval for late delivery by potential Vendor has been granted by the County Project Manager.

4.10 Audit

The County's duly authorized representatives or Designee shall have access, at reasonable times, to all reports, recordings, records, documents, files and personnel necessary to audit and verify Vendor's charges and revenue share to the County hereunder.

Vendor agrees to retain reports, recordings, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for the Vendor's services hereunder the County reserves the right to audit and verify Vendor's records before final payment is made.

The County's representatives or Designee shall have the right to reproduce any of the aforesaid documents. Should Vendor cease to exist as a legal entity, Vendor's records pertaining to this Contract shall be

forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

4.11 Annual Review

Within thirty (30) calendar days following the end of the Agreement year, potential Vendor Project Manager or Senior Management personnel shall meet with the County and County Designee (if applicable), and provide a comprehensive report of Inmate Video Visitation activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This will also include a Contract Review for the preceding year.

4.12 Video Visitation System Cost, Fees, and Revenue Share (Refer to Attachment 1B – Video Visitation System Pricing Matrix and Offer)

- 4.12.1 The potential Vendor shall provide a turnkey Video Visitation System. The cost of any infrastructure and interface work will be the responsibility of the potential Vendor.
- 4.12.2 Provide a list of fees, charges, and all other on-going fees such as hardware and/or software maintenance costs, licensing fees, warranty costs, etc. The potential Vendor shall disclose all other additional fees and surcharges that are charged for Inmate Video Visitation visits, and provide a brief description of each. It is the County's preference that additional fees are minimized.
- 4.12.3 Provide alternate payment options for the County, if applicable.
- 4.12.4 The potential Vendor shall state all applicable Federal, State, and Local taxes.
- 4.12.5 The potential Vendor shall pay the County a revenue share on the video visitation fees and charges (not including mandatory Federal, State, and Local fees and legitimate pass-through fees) for remote video visitation visits.
- 4.12.6 If any revenue share payments due are not received by the County within the period specified, the County is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/366-day year) calculated from the date payment is due.

4.13 Project Implementation Plan and Schedule

- 4.13.1 Project Control Document (PCD) – Upon effective date of Agreement, the potential Vendor shall create, and deliver to the County and the County Designee, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD shall include the relevant elements of the following:
 - 4.13.1.1 Introduction
 - 4.13.1.2 Executive Summary

- 4.13.1.3 Project Mission & Objectives
- 4.13.1.4 Project Scope
- 4.13.1.5 Work Breakdown Structure
- 4.13.1.6 Master Project Schedule
- 4.13.1.7 Change Control Plan
- 4.13.1.8 Project Team
- 4.13.1.9 Risk Assessment & Management
- 4.13.2 Integration of New Video Visitation System – The potential Vendor shall submit detailed plans for the provision of necessary VVS equipment and the integration of the new VVS, while minimizing the impacts to current operations.
- 4.13.3 The new automated operator VVS shall become fully operational upon the successful completion of all system integration testing and acceptance by the County. VVS integration and acceptance test criteria is as follows: all VVS components tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned County Project Manager. All VVS installation plans and schedules will be reviewed and approved by the County Project Manager, in order to minimize impacts to normal operations.
- 4.13.4 Project Approach – Potential Vendor shall present an overview, which shall be a narrative description, of the potential Vendor’s proposed plan for providing VVS to the County. The potential Vendor will provide in full detail, its understanding and response to the Scope of Work.
- 4.13.5 Implementation Plan and Schedule – Potential Vendor shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the County. Time is of the essence in providing a fully functional VVS, and the potential Vendor is required to provide a fully functional system tested and accepted by the County. The County is requiring a forty (45)-business day implementation schedule. Failure to provide this service may incur a daily penalty of \$250.00 until fully functional (Refer to Attachment 2A – Service Level Agreement for Inmate Telephone Service). The Implementation Plan and Schedule will include the following:
 - 4.13.5.1 Summary of management/work plan for this Project
 - 4.13.5.2 Project Schedule with Project Milestone Dates

4.14 Project Implementation Team

- 4.14.1 Potential Vendor shall provide the name, years of service, qualifications, address and telephone number(s) for the potential Vendor’s Project Implementation Manager, which will be the County’s main point of contact during the VVS installation; and the potential Vendor’s Project Manager or Account Manager, which will be the County’s main point of contact after

- implementation and turn-up of services, and during the subsequent Contract(s).
- 4.14.2 Potential Vendor shall provide its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members. It must include:
- 4.14.2.1 Organizational framework for the proposed Project Team
- 4.14.2.2 Company name and key staff name for each role identified in the chart.
- 4.14.3 Potential Vendor shall provide the names, years of service, qualifications, addresses and telephone numbers of each member of the potential Vendor's Project Implementation Team, including an Escalation Chart with complete contact information.

5. GENERAL PROPOSAL CONDITIONS

5.1 Pre-Proposal Conference Schedule

A mandatory Pre-Proposal Conference regarding this RFP will be held as follows:

September 13, 2016 starting at 8:00 A.M. Pacific Time Zone
Columbia County Sheriff's Office
901 Port Avenue
St. Helens, OR 97051

5.2 Submittal of Written Questions

Potential Vendors are required to submit all relevant questions concerning this RFP in writing via email to Lt. Brooke McDowall at brooke.mcdowall@co.columbia.or.us. The deadline to submit questions prior to the Pre-Proposal Conference is September 11, 2016 at 5:00 P.M.; and the deadline for final submission of questions after the Pre-Proposal Conference is **9/16/16, 5:00P.M. Pacific Time Zone**. Statements made by County's representative(s) at the pre-proposal conference are not binding upon the County unless confirmed in writing by written addendum.

5.3 Attendance at Conference and Site Visit

Attendance at the Pre-Proposal Conference and the site visits is mandatory. The deadline to confirm attendance to the mandatory Pre-Proposal Conference is **9/11/16, 5:00P.M. Pacific Time Zone**. Email confirmation of attendance to Lt. Brooke McDowall at brooke.mcdowall@co.columbia.or.us.

Site visits will commence immediately after the Pre-Proposal Conference. The Vendors will provide their own transportation for the site visits. No

minutes will be taken at the Pre-Proposal Conference. The number of attendees per potential Vendor will be limited to a maximum of two (2) attendees. Potential Vendor's attendee(s) must be full-time employee(s) of the potential Vendor.

All Vendors must attend this Conference in its entirety or their proposals will be rejected (disqualified) without review and eliminated without further consideration. Late arrivals may not be admitted to the Conference. No proposal will be accepted from any Vendor who fails to attend the proposal Conference. Attendees at the conference will be responsible for taking their own notes. **BRING YOUR OWN COPY OF THE RFP. NO COPIES WILL BE PROVIDED AT THE CONFERENCE.**

5.4 Addenda

If necessary, interpretations or clarifications in response to questions will be issued by addenda by posting on the County's website and by email to all prospective proposers attending the pre-proposal conference. Questions received less than seven (7) business days before the proposal due date may not be answered unless the County determines, in its sole discretion that it is in its best interest to do so. Oral and other interpretations or clarifications will be without legal effect.

5.4.1 Any amendment(s) to or error(s) in the RFP called to the attention of the County will be corrected by written addendum. Addenda may also be issued to modify the RFP in the County's discretion.

5.4.2 Receipt of addenda must be acknowledged in Proposals.

5.5 Proposal Submittal

One (1) original, six (6) copies and six (6) thumb drives of the complete proposal, including all other documents required to be submitted with the proposal, shall be enclosed in a sealed envelope or container clearly marked on the outside:

***REQUEST FOR PROPOSAL
INMATE TELEPHONE SERVICES and VIDEO VISITATION SYSTEM
PROPOSAL FOR COLUMBIA County***

No responsibility or liability will be attached to any County official, employee or agent for the premature opening or failure to open any proposal not marked according to this instruction. The original proposal must be clearly marked "ORIGINAL" and contain all original signatures, and the copies must be clearly marked "COPY."

The proposals must be received by **October 12, 2016, 5:00P.M. Pacific Time Zone** at the following address:

Columbia County Sheriff's Office
901 Port Avenue
St. Helens, OR 97051
Attention: Lt. Brooke McDowall

Persons who deliver proposals in person or by courier service will be issued a "Notice of Receipt of Proposal." All proposals submitted will be marked with a time and date stamp. Timely submission of proposals is the sole responsibility of the Vendor. **Proposals submitted via fax or e-mail will not be accepted.**

Proposals must be received by the County on or before the submission deadline specified in the RFP. The deadline cannot be extended for failure on the part of a delivery or messenger service. Any proposal received after the deadline, regardless of reason, will not be accepted. **All proposals delivered late will be returned unopened.** The addition of substantive supplemental information or modifications to the proposal will not be allowed after the submission deadline. The County reserves the right to determine the timeliness of all proposal submissions.

5.6 Proposal Opening

All proposals received in compliance with the instructions of this RFP will be opened at the Columbia County Sheriff's Office. Proposals will be reviewed for compliance with instructions contained herein. Only those proposals in compliance with this RFP will be evaluated and scored by the Evaluation Committee.

Proposals received after the date and time specified above, and/or proposals that are not prepared and filed in substantial compliance with the terms and conditions of this RFP will not be considered for evaluation or award of a contract.

5.7 Modification or Withdrawal of Proposal

A proposal may not be modified, withdrawn or canceled by the Vendor for a ninety (90) day period following the time and date designated for the receipt of proposals and Vendor so agrees in submitting the proposal.

Prior to the time and date designated for receipt of proposals, proposals submitted early may be withdrawn only by notice to the County at the place designated for receipt of proposals. Such notice shall be in writing and shall be signed by the Vendor's authorized representative. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals, provided that they are then fully in compliance with the RFP.

5.8 Protest Procedures

All protests of solicitation or selection processes are limited to the following issues and filing times:

- 5.8.1 *Solicitation protest* - Unless a different deadline is specified in the RFP, Vendors may file a written protest, or request for change of particular solicitation provisions, specifications, or contract terms and conditions with the County no later than ten (10) calendar days prior to the close of the RFP. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provision, specifications, or contract terms and conditions. The County will consider a protest that is timely filed and contains the following:
 - 5.8.1.1 Sufficient information to identify the solicitation that is the source of the protest;
 - 5.8.1.2 The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
 - 5.8.1.3 Evidence or supporting documentation that supports the grounds on which the protest is based;
 - 5.8.1.4 The relief sought; and
 - 5.8.1.5 A statement of the desired changes to the Procurement process or Solicitation Document that the Vendor believes will remedy the conditions on which the Vendor based its protest.
- 5.8.2 *Selection protest* - Every Vendor who submits a proposal in response to an RFP shall be mailed a copy of the selection notice sent to the highest ranked Vendor. Unless a different deadline is specified in the RFP, a Vendor who has submitted a proposal and claims to have been adversely affected or aggrieved by the selection of a competing Vendor, shall have seven (7) calendar days after receiving the notice of selection to file a written protest of the selection with the County.

A protest must establish that protester is adversely affected or aggrieved, i.e., the protester would be eligible to be awarded the public contract in the event that the protest was successful, and:

- 5.8.2.1 All lower bids or higher ranked proposals are nonresponsive;
- 5.8.2.2 The County has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;
- 5.8.2.3 The County abused its discretion in rejecting the proposal as nonresponsive; or
- 5.8.2.4 The County's evaluation of proposals or its subsequent determination of award in otherwise in violation of ORS 279A or 279B.

- 5.8.2.5 The County shall have the authority to settle or resolve a written protest submitted in accordance with this section and ORS 279A and 279B.
- 5.8.3 The County shall promptly issue a written decision on the protest. Review of the County's disposition of a written protest shall be available by filing a written request for review of the County's disposition with the Board of County Commissioners within seven (7) calendar days.
- 5.8.4 Any protest received after the deadlines described above shall not be considered.

5.9 Submittal Costs

The cost of submittals and any other expenses related to this RFP, including travel for interviews or inspections shall be entirely the responsibility of the Vendor. Under no circumstances will the County be responsible for those costs and expenses.

6. EVALUATION AND SELECTION PROCESS

6.1 Evaluation Committee

An Evaluation Committee selected by the County comprised of representatives from the Department and other County departments, will review, evaluate, and rank the proposals. In addition, the Evaluation Committee may utilize the services of appropriate 3rd party experts to assist in the evaluation process.

After receipt of a proposal, but prior to award of any contract, the County, at its sole discretion, may require any or all Vendors to submit additional information and/or to meet in person with County personnel.

Failure of a Vendor to specifically respond to each RFP item, or any other information requested by the County, will be grounds for rejecting that Vendor's proposal.

The County, at its option, may reject any and all proposals submitted in response to this RFP, or waive any informality in a proposal when to do so would be to the advantage to the County, the County, or its taxpayers. The County reserves the right, in its sole discretion, to: reject any or all Proposals if there is good cause, cancel this procurement and/or reject any or all proposals in accordance with ORS 279B.100, waive minor irregularities in the proposals received, accept all or any part of a proposal in principle, and subject to negotiation of the final details, require a Performance Bond.

All proposals will be reviewed to determine that the minimum eligibility requirements have been met. Ineligible potential Vendors will be informed in writing. All eligible proposals will be reviewed, scored, and ranked.

At the County's sole discretion, oral interviews / presentations / demonstrations to the Evaluation Committee may be held. Vendors will be informed of the agenda, the time, and the place for the oral interview/presentation/demonstration, not less than five (5) business days prior to the interview/presentation/demonstration. The number of presenters will be limited to two presenters per Vendor.

The successful proposal will not necessarily be the one that sets forth the lowest price, highest commissions, or highest MAG levels. The County reserves the right to reject any and all proposals, seek additional candidates, or to further negotiate the terms, price and conditions submitted by a potential Vendor.

6.2 Evaluation Criteria

The Evaluation Committee will review, evaluate and rank the proposals which are in substantial compliance with RFP procedures and requirements based on the following criteria and scoring:

- 6.2.1 **Vendor's Qualifications (15 Points)** – Proposals will be evaluated on the basis of the following criteria: Credentials, qualifications, reputation or past performance, reference checks (References are obtained or verified at the discretion of the County, and at any stage in the evaluation process)
 - 6.2.1.1 Key personnel experience
 - 6.2.1.2 Company experience, reliability and/or fiscal strength
 - 6.2.1.3 Pending litigation and judgments - Magnitude and impact on score will be determined upon review
 - 6.2.1.4 Contracts cancelled prior to contract end date: Magnitude and impact on score will be determined upon review
 - 6.2.1.5 Exceptions to terms and conditions - The County may deduct rating points or may disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive or not in the best interests of the County
- 6.2.2 **Technical Review and Project Plan (40 Points)** – The following criteria will be considered, and the County reserves the right to allocate points at its discretion:
 - 6.2.2.1 Ability to effectively comply with or exceed the requirements in the Scope of Work
 - 6.2.2.2 Ability to provide product(s)/service(s) in a timely manner - Other factors may include the likelihood of

- change orders or contract amendments, phases of work that are proposed, or the track record of Vendor, Vendor's business partners and/or subcontractors to deliver a project on time and within budget
- 6.2.2.3 Technology Offering, products and services suite, including value-added or optional services
- 6.2.2.4 Proposal Methodology
- 6.2.2.5 Management approach and Quality Control Plan
- 6.2.2.6 Project Work Plan, Scheduling, Implementation
- 6.2.2.7 Online reporting capabilities
- 6.2.2.8 Service, Maintenance, and Training considerations
- 6.2.3 **Financial Offering - Revenue Proposal and Cost Evaluation (30 Points)** - The proposal will be evaluated based on information and data, and appropriate calculations based on the information and data provided in Attachments 1 –Services Pricing Matrix
- 6.2.4 **Presentation/Demonstration/Interview (15 Points), if held.**

The County reserves the right to require a pre-award interview and/or telephone conference call with applicants.

7. NEGOTIATIONS

The County reserves the right to seek clarification of each proposal, and the right to negotiate a final contract which is in the best interests of the County, considering cost effectiveness and the level of time and effort required for the project. Contract negotiations with the Vendor with the highest ranked Proposal shall be directed toward obtaining written agreement on contract tasks, staffing and performance. A maximum, not-to-exceed contract price which is consistent with the Proposal, which is fair and reasonable to the County, shall take into account the estimated value, scope, complexity, and nature of the Services. Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the Vendor with the second highest ranked Proposal. If the second, or if necessary, a third round of negotiations fails to result in a contract within a reasonable amount of time, the RFP may be formally terminated.

8. PROPOSAL RESPONSE

The submitted written proposal must utilize the following format and content detail. All proposals are to be typed in 8 1/2 x 11 inch format. Each of the following required sections are to begin a new page and be separately tabbed. Each page shall be numbered in sequence. One (1) original and six (6) copies of the proposal will be initially required. The original must be clearly marked "ORIGINAL" and contain all original signatures.

A letter of transmittal must be attached to the proposal identifying 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 selected Vendor's organization.

8.1 Title Page

The name and signature of the proposing company's authorized representative, as well as his/her address and telephone number, must be provided. The proposal must be dated on this page. The authorized representative's signature will signify the Vendor's agreement and compliance with all requirements set forth in the RFP. In addition, the signature will certify the Vendor's acceptance of and responsibility for the following:

- 8.1.1 All data presented in the proposal is accurate and complete
- 8.1.2 Acknowledgment that the Vendor has read and understood the RFP and that the proposal is made in accordance with the contents of the RFP, unless otherwise noted in the proposal
- 8.1.3 The proposal and the prices contained in the proposal shall be valid for ninety (90) days after submission of the proposal
- 8.1.4 The cost of submittals and any related expenses, including travel for interviews or inspections, shall be entirely the responsibility of the Vendor
- 8.1.5 Vendor has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against any minority, women or emerging small business enterprise in obtaining any required subcontract
- 8.1.6 The discovery of any significant inaccuracy in information submitted by the Vendor shall constitute good and sufficient cause for rejection of proposal.
- 8.1.7 All requested contract terms and conditions, including, but not limited to, license terms, are submitted with the Proposal.

8.2 Table of Contents

A listing of all major and sub-major topics and associated page numbers must be included.

8.3 Statement of Qualifications

Provide a brief explanation of why your organization is qualified to provide an inmate telephone system and/or video visitation system for the Columbia County Jail, and what makes your organization stand out in the industry. To be considered for award of this contract Vendor must have, as a minimum, the following qualifications:

- 8.3.1 The Vendor must have a minimum of five (5) years of experience in providing inmate phone service to county facilities. Vendor shall provide information describing its client base and the proposed system's position in other Oregon counties.

- 8.3.2 The Vendor must have the ability to complete installation of the system within sixty (60) days after contract award.
- 8.3.3 The Vendor must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.

8.4 Company Background

Provide a brief history of the company including:

- 8.4.1 Years in business under present name and previous names
- 8.4.2 Whether the company is a corporation, partnership, or other type of organization
- 8.4.3 Names of officers of the company or regional executives in charge
- 8.4.4 Address of office where contract will be administered
- 8.4.5 A list of any subcontractors you wish to use
- 8.4.6 Financial statements, including statements of operations, balance sheets, and statements of cash flows for the last two fiscal years

8.5 List of Facilities or Institutions Served/References

Provide a list of jails, facilities and/or similar institutions for which the company has provided an inmate telephone system and/or video visitation system. For each facility or institution, explain the services provided.

In addition, please provide at least five (5) references, including names of clients, contact persons, project managers and their telephone numbers. References should be from clients currently under contract with the company, as well as any references from clients formerly under contract, who no longer receive such services from you.

8.6 Inmate Telephone Services and Video Visitation System Proposal

Both ITS and VVS are vital services to the County. Provide a detailed description of the services you propose to provide. Submit a complete project plan that responds to each of the requirements listed in this RFP. Where the project plan differs from the requirements, the Vendor shall note the difference and describe in detail how their project plan will meet the County's needs. The functionality, operation efficiencies and added security are important aspects expected to be derived from these services.

The County prefers a Vendor that develops their own software and builds its own systems. It is our preference to work with a company that is the source for engineering, deploying and maintaining its own solutions. This would include items such as collect, debit, staff support and in-house product development. A Vendor's ability to provide this all-inclusive solution will be viewed favorably.

Failure to meet the requirements may be cause for rejection of the Proposal at the County's discretion.

8.7 Fee Proposal/Commission Structure

The fee proposal and commission structure shall be submitted as one of the required sections of the proposal. The cost of compliance, if any, with legal requirements and all other state and federal statutes shall be included as part of the proposal. Be as clear as possible in detailing the financial proposal. Complete and include Attachment 1A – Inmate Telephone Services Pricing Matrix and Offer, and Attachment 1B – Video Visitation System Pricing Matrix and Offer, as well as the following information on the commission structure within your response:

- 8.7.1 Explain in detail the method used to calculate revenue to the County (e.g., gross revenue, adjusted gross revenue, net revenue).
- 8.7.2 State applicable deductions from Gross Revenue before calculating the County's revenue (i.e., uncollectible calls, total calls, access lines charges, clearing house charges, RBOC, LIDB, etc.).
- 8.7.3 What is your method of reporting the calculation of the County's commission payment? Provide samples of proposed reports. Is there a charge for customized reports? If yes, provide amounts.
- 8.7.4 Describe collection procedures:
 - 8.7.4.1 What types of reports are available to Columbia County to audit commission payments? Provide samples of reports.
 - 8.7.4.2 Columbia County requires detailed reports of placed, accepted, local and long distance calls.
- 8.7.5 Describe the procedure for handling uncollectible revenue. State whether this expense reduces County commission and, if so, specify in what manner.
- 8.7.6 Describe the procedure for billing:
 - 8.7.6.1 Billing process and who handles billing
 - 8.7.6.2 Handling fees or other fees charged to the County Deductions from revenues, if any

8.8 Insurance

Provide evidence of insurability or actual coverage for the minimum requirements in this RFP and as may be required by law. For the duration of the contract the Vendor shall, at its own expense, purchase and maintain, in a company or companies licensed to do business in the State of Oregon, the following insurance, with limits not less than those indicated or greater if required by law:

- 8.8.1 Workers' compensation and employers liability insurance meeting statutory limits mandated by state and federal laws;
- 8.8.2 Commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence combined single limit.
- 8.8.3 Automobile insurance in an amount not less than 2 million dollars (\$2,000,000.00) per occurrence.

8.9 Performance Bond/Security

All Vendors must provide proposal security in the amount of 10% of the total estimated revenue made payable to the order of Columbia County. The proposal security shall be submitted with the proposal. Proposal security shall be in the following form: A proposal bond provided by a surety company authorized to do business in the State of Oregon.

A proposal bond may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the time and date designated for the receipt of proposals and proposer so agrees in submitting the proposal.

All proposal securities shall be held by the County until the contract award is approved by the Columbia County Board of Commissioners, is signed, and a performance bond received. At that time, the proposal securities for all Vendors will be returned.

Any Vendor who desires to withdraw their proposal within 90 days after the proposal opening may do so only upon forfeiture of the full amount of the proposal security. Failure to submit the required proposal security shall be cause for rejection of the proposal.

8.10 Recyclable Products

Selected Vendor shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

8.11 Compliance with Oregon's Consumer Identity Theft Protection

Selected Vendor must have administrative, technical and physical safeguards referenced in ORS 646A.622(2) to protect the security, confidentiality and integrity of personal information covered by ORS 646.600 et.seq., (Oregon's Consumer Identity Theft Protection Act), and all applicable federal Red Flag laws, and regulations.

EXHIBIT 1 – SAMPLE CONTRACT

The contract will be generated by the Columbia County Counsel's Office. The final contract will consist of the County's Public Services Contract and the following contract documents:

- Exhibit "A" - This Request for Proposals
- Exhibit "B" - The Selected Vendor's Proposal
- Exhibit "C" - Special Provisions (as may be negotiated by the parties)
- Exhibit "D" – Service Level Agreement for Inmate Telephone Services
- Exhibit "E" – Service Level Agreement for Video Visitation System

[SAMPLE]

PUBLIC SERVICES CONTRACT (ORS Chapter 279B)

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and _____, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective _____.
2. Completion Date. The completion date for this Agreement shall be no later than _____.
3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.
4. Consideration. Contractor's compensation shall be primarily in the form of telephone rates and surcharge rates as set forth in Exhibit . Such rates shall be the complete compensation to Contractor for the services performed under this Agreement, including all expenses. The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by state and local telecommunication regulatory authorities and the Federal Communications Commission ("FCC"). Furthermore, Contractor shall pay County % of the gross revenue billed or prepaid for all phones covered by this Agreement and an annual sum of . Contractor shall pay commission on gross revenue on a monthly basis.

This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

5. Contract Representatives. Contract representatives for this Agreement shall be:

_____	_____
_____	_____
_____	_____
_____	_____

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

- 6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
- 7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
- 8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
- 9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

- C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

C. Contractor shall pay persons employed under this Agreement at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

Any employer working under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

D. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

- E. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
 12. Non-assignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
 13. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
 14. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
 15. Insurance. Contractor shall maintain commercial general liability and property damage insurance, and automobile liability insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
 16. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
 - A. If Contractor fails to perform the work in a manner satisfactory to County.
 - B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - C. If funding becomes inadequate to allow the work to continue, including but not limited to a partial or full shut down of the Columbia County Jail.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed. The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

17. Prison Rape Elimination Act (PREA). The Columbia County Sheriff's Office maintains a zero tolerance for any form of sexual misconduct between staff members, volunteers, contract employees or other agency representatives and inmates. Sexual Misconduct means any behavior or act of a sexual, sexually suggestive or romantic nature directed toward any person an employee, whether visitor, contractor or inmate. Sexual misconduct includes, but is not limited to, acts or attempts to commit acts of sexual assault, sexual abuse, rape, sexual harassment, sexual or intimate or otherwise inappropriate or unnecessary contact, conduct of a sexual nature or implication, obscenity and unreasonable invasion of privacy. Sexual misconduct includes conversations, correspondence or other actions suggesting an interest in a romantic or sexual relationship, jokes of a sexual nature, suggestive looks or leering and physical behavior such as pats or squeezes or brushing against someone's body. Sexual misconduct includes acts that may not be directed at any particular individual or group, but which create a sexually charged workplace. Sexually explicit talk, actions, e-mails, posted cartoons, jokes or unprofessional dress characterize a sexually charged work environment. A sexually charged work environment severely erodes the professional boundaries between staff and consequently between staff (including contracted employees) and inmates. Contractor agrees to comply with the Sheriff's Office zero tolerance policy for sexual misconduct and all applicable requirements of the Prison Rape Elimination Act. Notwithstanding the generality of the foregoing, Contractor agrees, as follows:

- A. Neither Contractor nor its employees, agents, or representatives, will disregard allegations of sexual misconduct, regardless of who is making the reports. Contractor will report any allegation of sexual misconduct to the Columbia County Sheriff or Columbia County Human Resources Director immediately and shall cooperate with the investigation of such allegations.
- B. Contractor shall not harass, intimidate, discipline, discharge or otherwise interfere with any person because they have reported an incident or suspected incident of sexual misconduct.
- C. During an investigation of sexual misconduct of an employee, agent, or representative of Contractor, Contractor shall ensure that such person does not enter the facility for any reason. Following an investigation of sexual misconduct Contractor will implement appropriate corrective action, up to and including permanent preclusion of an investigated person from the Columbia County Jail at the direction of the Columbia County Sheriff or Human Resources Director.
- D. Contractor shall make all reasonable efforts to keep confidential, personal or other confidential information related to an allegation of sexual misconduct.

- E. Contractor will incorporate into its personnel policies, policies and procedures on expected professional behavior and prohibited sexual misconduct consistent with the Sheriff's PREA policy. Contractor shall train its employees, agents and representatives on the requirements of PREA and shall instruct all such persons that failure to meet their obligations as employees, agents or representatives will lead to discipline, up to and including discharge and possible criminal penalties.

18. CJIS Compliance.

- A. Contractor acknowledges receipt of the CJIS Security Policy, and ensures that each of Contractor's employees providing services under this Agreement receives a copy of the Security Addendum, attached hereto, and incorporated herein by this reference, and the CJIS Security Policy.
- B. Contractor shall require that each of Contractor's employees and any subcontractor employees providing services under this Agreement executes an acknowledgment of such receipt and the contents of the Security Addendum in the form which is attached to the Security Addendum. The signed acknowledgments shall be provided to the County for CJIS audit purposes. The acknowledgment may be signed by hand or via digital signature.
- C. Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the CJIS Advisory Policy Board (APB).
- D. Contractor will give the FBI access to perform a final audit of the Contractor's systems after termination of the Security Addendum.

19. Time of the Essence. The parties agree that time is of the essence in this Agreement.

20. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

21. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

22. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

23. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

24. Attorney's Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be

responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

25. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
26. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
27. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE CONTRACTOR'S PROPOSAL) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DATED this ____ day of _____, 2016.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

Name: _____

By: _____
Chair

By: _____

By: _____
Commissioner

Title: _____

By: _____
Commissioner

Approved as to form

By: _____

EXHIBIT 2 – COUNTY FORMS

(Attach County Forms)

None

ATTACHMENT 1A – INMATE TELEPHONE SERVICES PRICING MATRIX AND OFFER

OFFER 1: Without FCC-Mandated Rates and Fees

I. INMATE TELEPHONE BILLING RATES

COLLECT	Connection Fee	Cost Per Minute Rate
Interstate		
Interlata		
Intralata		
Local		

PREPAID	Connection Fee	Cost Per Minute Rate
Interstate		
Interlata		
Intralata		
Local		

DEBIT	Connection Fee	Cost Per Minute Rate
Interstate		
Interlata		
Intralata		
Local		

INTERNATIONAL	Connection Fee	Cost Per Minute Rate
Please provide by country	Please provide by country	Please provide by country

II. FEES (Include Fee Structure and list all Fees and Charges)

(Add as many lines as needed)

III. COMMISSION PAYMENTS*:

<p>Commission Rate - Percentage Total Billable Revenue, including fees and excluding applicable taxes), payable to the County no later than the 10th of each month</p>	<p style="text-align: center;">_____ % (No more than one decimal place)</p>
<p>Minimum Annual Guarantee (MAG) – Paid in twelve (12) equal monthly installments due within ten (10) calendar days of each month</p>	<p style="text-align: center;">\$ _____</p>

* Year 1 – Non-recoverable MAG payment will be paid within 10 business days of contract signature; Years 2-5 – Commissions (based on commission rate) or MAG will be paid, whichever is higher

IV. TABLET PROGRAM:

Provide in the space below (add additional pages if necessary), the costs, fees, impact to commissions, and revenue share (if applicable); or indicate if provided at no cost to the County.

Note: The County reserves the right to select a proposal in the best interests of the County

OFFER 2: With FCC-Mandated Rates and Fees

I. INMATE TELEPHONE BILLING RATES

COLLECT	Connection Fee	Cost Per Minute Rate
Interstate		
Interlata		
Intralata		
Local		

PREPAID	Connection Fee	Cost Per Minute Rate
Interstate		
Interlata		
Intralata		
Local		

DEBIT	Connection Fee	Cost Per Minute Rate
Interstate		
Interlata		
Intralata		
Local		

INTERNATIONAL	Connection Fee	Cost Per Minute Rate
Please provide by country	Please provide by country	Please provide by country

II. FEES (Include Fee Structure and list all Fees and Charges)

(Add as many lines as needed)

III. COMMISSION PAYMENTS*:

<p>Commission Rate - Percentage Total Billable Revenue, including fees and excluding applicable taxes), payable to the County no later than the 10th of each month</p>	<p style="text-align: center;">_____ % (No more than one decimal place)</p>
<p>Minimum Annual Guarantee (MAG) – Paid in twelve (12) equal monthly installments due within ten (10) calendar days of each month</p>	<p style="text-align: center;">\$ _____</p>

* Year 1 – Non-recoverable MAG payment will be paid within 10 business days of contract signature; Years 2-5 – Commissions (based on commission rate) or MAG will be paid, whichever is higher.

IV. TABLET PROGRAM:

Provide in the space below (add additional pages if necessary), the costs, fees, impact to commissions, and revenue share (if applicable); or indicate if provided at no cost to the County.

Note: The County reserves the right to select a proposal in the best interests of the County

ATTACHMENT 1B – VIDEO VISITATION SYSTEM PRICING MATRIX AND OFFER

I. Inmate Video Visitation System Detailed Cost and Fees

List non-recurring and recurring cost components (i.e. hardware and/or software maintenance costs, licensing fees, warranty costs, etc.) of Turnkey Inmate Video Visitation System including the cost of any infrastructure work (Add additional pages as necessary):

II. Revenue Share on Remote Visits:

_____ % of Fees or \$_____ per Video Visit Generated on Remote Video Visitation Visits

Revenue share is due no later than the 10th business day of the succeeding month along with a certified statement.

If any payments are not received by the County within the period specified, the County is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66 day year) calculated from the date payment is due.

Note: The County reserves the right to select a proposal in the best interest of the County .

ATTACHMENT 2A – SERVICE LEVEL AGREEMENT For INMATE TELEPHONE SERVICES

I. Definition of Service Level Agreement

- A. A Service Level Agreement (SLA) is an agreement between the County and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, if the agreed-upon levels not be achieved. If the specified service levels are not met, then the contractor is required to issue specified credits.
- B. The Inmate Telephone Services contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to the County operations, and the contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance level requested by the County. Performance is aggregate-based, meaning that the performance is to be measured at the County hierarchy level (of the County's billing organization) over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation & Installation	Fully functional Inmate Telephone Services, tested and accepted by the County	30 Business Days
<i>Maintenance:</i>		
Voice Services and Network Access/Transport Services	Availability Call Blockage, Dropped Calls	99.95% .07
Telephones	Operational, working ITS Units, Working Phones	100%
<i>Management Reports:</i>		
Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CDRs to the County Project Manager and to the County Designee	Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on ITS for the prior month. Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the ITS for the subject Agreement year.

III. Implementation & Installation Penalty

Potential Contractor shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the County. Time is of the essence in providing a fully functional inmate phone system, and the potential Contractor is required to provide a fully functional system tested and accepted by the County. The County is requiring a thirty (30)-business day implementation schedule. Failure to provide this service may incur a daily penalty of \$250.00 until fully functional.

IV. Late Management Reports Penalty

There will be a Late Penalty of \$50.00 per day for reports received late, unless prior approval for late delivery by potential Contractor has been granted by the County Project Manager.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Upon the County's or the County-authorized Agent's request, Contractor will issue credits for each Service Outage, Problem, or Deficiency. Contractor shall pay the County the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the County or the County Designee in resolving System Outages, Problems, and other Deficiencies. The County will assign one of the following "Severity Levels." Contractor must respond to and resolve these in accordance with the timeframes listed in Table 2 – Severity Levels and Credits, following the determination and/or notification of the Problem, Outage or other Deficiency.

Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level One	<u>CRITICAL</u> (Includes but not limited to): <ul style="list-style-type: none"> • 25% or more of a single Housing unit's (Module / Dorm / Pod) telephones are out of service • Multiple housing units are not in operation • Multiple inmate phones are not operational • Intake phones are not operational • 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 25% or more of calls are dropped in a 24-hour period • Entire system failure 	≤ 6 hours	No Credit
		Between 6 hours and 12 hours	\$50 per hour that component of ITS is deficient
		Between 12 hours and 24 hours	\$75 per hour that component of ITS is deficient

	Response time, technician on site, and completion of repairs and Deficiency resolution to the County's satisfaction is made within 6 hours of initial notification of the County or the County's Agent by Contractor, or from the County's or the County Agent's initial service request to Contractor.	> 24 hours	\$100 per hour that component of ITS is deficient
Priority Level Two	<p><u>SEVERE</u> (Includes but not limited to):</p> <ul style="list-style-type: none"> • 10% to 24% of a single housing unit's (Module/ Dorm / Pod) telephones are out of service • 10% to 24% of calls are dropped in a 24-hour period • 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • More than ten (10) Inmates are not able to make telephone calls as a result of a single telephone is out of service • One entire housing unit that is not in operation or one inmate phone not operational <p>Response time, completion of repairs, and Deficiency resolution to the County's satisfaction is made within <u>24</u> hours of initial notification of the County or the County's Agent by Contractor, or from the County's or the County Agent's initial service request to Contractor.</p>	≤ 24 hours	No Credit
		> 24 hours	\$75 per hour that component of ITS is deficient
Priority Level Three	<p><u>MINOR</u> (Includes but not limited to):</p> <ul style="list-style-type: none"> • One of multiple phones in a housing unit that is not in operation, and additional phones are in the area available for inmate use. • Intermittent dropped calls or <10% of calls are dropped • Intermittent poor voice quality on calls or <10% of calls experience poor voice quality <p>Response time, completion of repairs, and Deficiency resolution to the County's satisfaction is made within <u>2</u> business days of initial notification of the County or the County's Agent by Contractor, or from the County's or the County Agent's initial service request to Contractor.</p>	≤ 2 days	No Credit
		> 2 days	\$50 per day that component of ITS is deficient
Priority Level Four	<p><u>COSMETIC</u> (Includes but not limited to):</p> <p>A telephone or any of its associated hardware is damaged, but is capable of completing telephone calls</p> <p>Response time, completion of repairs or replacement of</p>	≤ 10 days	No Credit
		> 10 days	\$50 per day that component of

	damaged phones, and Deficiency resolution to the County's satisfaction is made within <u>10</u> business days of initial notification of the County or the County's Agent by Contractor, or from the County's or the County Agent's initial service request to Contractor.		ITS is deficient or damaged phones are not replaced
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VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as an Inmate Telephone Services problem, associated network problem, outage, or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the County or the County - authorized Agent, or Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	3	10% of Monthly Recurring Charge
	6	20% of Monthly Recurring Charge
	>6	Replacement of the ITS in its entirety or its individual components, including network access and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Levels Two and Three	3	5% of Monthly Recurring Charge
	6	10% of Monthly Recurring Charge
	9	20% of Monthly Recurring Charge
	>9	Replacement of the ITS in its entirety or its individual components, including network access, and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Level Four	N/A	N/A

VII. Replacement

Contractor will be responsible for the replacement of the ITS in its entirety or its individual components including network access and cabling & wiring, as necessary to maintain

operability, regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. System or component replacement will be performed at no cost to the County and will occur immediately upon notification to the Contractor of the system problem by the County or the County 's Agent when ITS Deficiency is not resolved to the County's satisfaction after reasonable timeframes specified above.

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

ATTACHMENT 2B – SERVICE LEVEL AGREEMENT FOR VIDEO VISITATION SYSTEM

I. Definition of Service Level Agreement

- A. A Service Level Agreement (SLA) is an agreement between the County and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, if the agreed-upon levels not be achieved. If the specified service levels are not met, then the contractor is required to issue specified credits.
- B. The Inmate Video Visitation System contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to the County operations, and the contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance level requested by the County. Performance is aggregate-based, meaning that the performance is to be measured at the County hierarchy level (of the County’s billing organization) over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation & Installation	Fully functional Inmate Video Visitation System, tested and accepted by the County	45 Business Days
<i>Maintenance:</i>		
Video Visitation Services and Associated Network Access/Transport Services	Video Quality (No Video Blockage, No Dropped Video Visitation Sessions) Scheduling Software Availability	99.95%
Video Visitation Units	Operational, working VVS Units	100%
<i>Management Reports:</i>		
Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CDRs to the County Project Manager or to the County Designee	Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on VVS for the prior month. Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the VVS for the subject Agreement year.

III. Implementation & Installation Penalty

Potential Contractor shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the County. Time is of the essence in providing a fully functional Video Visitation System, and the potential Contractor is required to provide a fully functional Video Visitation System tested and accepted by the County. The County is requiring a forty five (45)-business day implementation schedule. At the County discretion, any failure to provide this service may incur a daily penalty of \$250.00 until fully functional.

IV. Late Management Reports Penalty

There will be a Late Penalty of \$50.00 per day for reports received late, unless prior approval for late delivery by potential Contractor has been granted by the County Project Manager.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Upon the County’s or the County-authorized Agent’s request, Contractor will issue credits for each Service Outage, Problem, or Deficiency. Contractor shall pay the County the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the County or the County Designee in resolving System Outages, Problems, and other Deficiencies. The County will assign one of the following “Severity Levels.” Contractor must respond to and resolve these in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level One	<p>CRITICAL (Includes but not limited to):</p> <ul style="list-style-type: none"> • 50% or more of a Jail’s Video Visitation System (in Housing Units and Lobby) is out of service • Multiple Facilities’ Video Visitation System units are not in operation • Multiple Video Visitation System units are not operational • 50% or more of Video Visitation sessions placed in a 24-hour period experience poor Video Visitation session quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 50% or more of Video Visitation sessions are dropped in a 24-hour period • Entire system failure <p>Response time, technician on site, and completion of repairs and Deficiency resolution to the County’s satisfaction is made within 6 hours of initial notification of the County or the County’s Agent</p>	≤ 6 hours	No Credit
		Between 6 hours and 12 hours	\$50 per hour that component of VVS is deficient (includes network access and cabling & wiring)
		Between 12 hours and 24 hours	\$75 per hour that component of VVS is deficient (includes network access and cabling & wiring) \$100 per hour that component of VVS is

	<p>by Contractor, or from the County's or the County Agent's initial service request to Contractor.</p> <p>The County has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the County's satisfaction within a reasonable timeframe exceeding 72 hours.</p>	> 24 hours	deficient (includes network access and cabling & wiring)
Priority Level Two	<p>SEVERE (Includes but not limited to):</p> <ul style="list-style-type: none"> • 25% to 49% of a Jail's Video Visitation System (in Housing Units and Lobby) is out of service • 25% to 49% of Video Visitation sessions are dropped in a 24-hour period • 25% to 49% or more of calls placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • More than ten (10) Inmates are not able to initiate Video Visitation System sessions as a result of a single Video Visitation unit out of service • One entire housing unit that is not in operation or one Video Visitation System unit not operational <p>Response time, completion of repairs, and Deficiency resolution to the County's satisfaction is made within <u>24</u> hours of initial notification of the County or the County's Agent by Contractor, or from the County's or the County Agent's initial service request to Contractor.</p> <p>The County has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the County's satisfaction within a reasonable timeframe exceeding 72 hours.</p>	≤ 24 hours	No Credit
		> 24 hours	\$75 per hour that component of VVS is deficient (includes network access and cabling & wiring)
Priority Level Three	<p>MINOR (Includes but not limited to):</p> <ul style="list-style-type: none"> • One of multiple Video Visitation units in a housing unit or lobby that is not in operation, and additional units are in the area available for inmate use. • Intermittent dropped Video Visitation sessions or <25% of Video Visitation sessions are dropped • Intermittent poor Video Visitation session quality on sessions or <25% of sessions experience poor visual and audio quality • <25% of a Jail's Video Visitation System (in Housing Units and Lobby) is out of service • <25% of Video Visitation sessions are dropped in a 24-hour period • <25% or more of Video Visitation visits placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software <p>Response time, completion of repairs, and Deficiency resolution to the County's satisfaction is made within <u>2</u> business days of initial notification of the County or the County's Agent by Contractor, or from the County's or the County Agent's initial service request to Contractor.</p>	≤ 2 days	No Credit
		> 2 days	\$50 per day that component of VVS is deficient (includes network access and cabling & wiring)

	The County has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the County's satisfaction within a reasonable timeframe exceeding 5 business days.		
Priority Level Four	<p>COSMETIC (Includes but not limited to):</p> <ul style="list-style-type: none"> • A Video Visitation unit is damaged but is capable of completing Video Visitation sessions • Video Visitation System enclosure, furniture, hardware, or other equipment is damaged, but VVS is still capable of completing Video Visitation sessions <p>Response time, completion of repairs or replacement of damaged units, and Deficiency resolution to the County's satisfaction is made within <u>10</u> business days of initial notification of the County or the County's Agent by Contractor, or from the County's or the County Agent's initial service request to Contractor.</p> <p>The County has the option to require Contractor to replace affected VVS components if Contractor is unable to resolve the deficiency to the County's satisfaction within a reasonable timeframe exceeding 15 days.</p>	≤ 10 days	No Credit
		> 10 days	\$50 per day that component of VVS is deficient or damaged VVS units are not replaced

VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as an Inmate Video Visitation System problem, associated network problem, outage, or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the County or the County-authorized Agent, or Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months'	Credits
Priority Level One	3	10% of Monthly Recurring Charge
	6	20% of Monthly Recurring Charge
	>6	Replacement of the VVS in its entirety or its individual components, including network access and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Levels Two and Three	3	5% of Monthly Recurring Charge
	6	10% of Monthly Recurring Charge
	9	20% of Monthly Recurring Charge
	>9	Replacement of the VVS in its entirety or its individual components, including network access, and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Level Four	N/A	N/A

VII. Replacement

Contractor will be responsible for the replacement of the VVS in its entirety or its individual components including network access and cabling & wiring, as necessary to maintain operability, regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. System or component replacement will be performed at no cost to the County and will occur immediately upon notification to the Contractor of the system problem by the County or the County's Agent when VVS Deficiency is not resolved to the County's satisfaction after reasonable timeframes specified above.

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

ATTACHMENT 3 – EXCEPTIONS TO RFP

CONTRACTOR NAME _____

ADDRESS _____

TELEPHONE# (_____) _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. (Add as many pages as necessary)