



Request for Proposal
Inmate Communication Services

County of El Dorado

RFP No.:17-915-013

Release Date:
November 4, 2016

Proposal Due Date:
January 5, 2017

Refer ALL Inquiries to:

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Notice to Vendors

The Procurement and Contracts Division does not mail out hard copy letters advising participating Vendors of RFP results. For RFP results, please visit our website at:

<http://edcapps.edcgov.us/contracts/bidresults.asp>

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1. INTRODUCTION

1.1. Request for Proposal

- 1.1.1. The County of El Dorado and the County of El Dorado Sheriff's Office (collectively referred to as "County"), through the Chief Administrative Office, Procurement and Contracts Division, invites responses to this Request for Proposal (RFP) from qualified, experienced Vendors who can provide reliable, cost effective inmate telephone, video visitation, and correctional tablet services which meet the requirements described in this RFP at the following Facility(s):

**South Lake Tahoe Jail
1360 Johnson Blvd. #100 South
Lake Tahoe, CA 96150**

**Placerville Jail
300 Fair Lane
Placerville, CA 95667**

- 1.1.2. Details about each Facility can be found in **Appendix A – Facility Specifications**. The County is seeking an experienced Vendor to provide, install and maintain a turn-key inmate and standard visitation system at the Facility(s). Vendor shall provide telephone services to the inmates utilizing an inmate telephone system (ITS) in accordance with the requirements and provisions set forth in this RFP and to all of the Facility(s) listed in **Section 1.1.1**.
- 1.1.3. The County is also seeking an experienced Vendor to provide, install and maintain a turn-key Video Visitation System (VVS) inclusive of an automated scheduling feature at the Facility(s) to facilitate free onsite video visits, charged remote video visits, and standard onsite visits.
- 1.1.4. In addition to ITS and VVS services, the County is seeking a no cost correctional tablet solution ("Tablets") which shall, at a minimum, provide electronic messaging, media, inmate requests, medical requests, grievances, phone calls, and commissary ordering.
- 1.1.5. The County requires additional technology services be provided in conjunction with the requirements of this RFP. These services include inmate booking kiosks and lobby kiosks. Vendor shall provide these services in accordance with the requirements and provisions set forth in this RFP.
- 1.1.6. The County may engage third party consultants both in the process of this procurement and in the management of the day-to-day operations of the ITS, VVS, Tablets and additional technologies specified above. If a consultant or agent ("Designated Agent") is engaged, Vendor will cooperate with the Designated Agent as directed by the County, including following instructions found in this RFP, and if awarded, the operation of the ITS, VVS, Tablets and additional technologies. Throughout this RFP, the County shall be deemed to include both the County and the County's Designated Agent, if any.

2. PROPOSAL INSTRUCTIONS, FORMAT, CONTENT AND SUBMISSION

2.1. Schedule of Events

- 2.1.1. The following is the County’s best estimate of the schedule of events (“Schedule of Events”). The County reserves the right to revise the Schedule of Events. Unless otherwise specified, the times provided are Pacific Standard Time (PST).
- 2.1.2. Proposals must be received no later than **3:00 PM on January 5, 2017**. Proposals must be directed to the RFP contact specified in **Section 2.6 – Questions or Comments**.

Table 1 -Schedule of Events

Event	Date
Release of the RFP	November 4, 2016
Deadline for Site Evaluation Registration Forms	November 18, 2016
Date of Site Evaluation	November 29, 2016 9:00 AM PST - Placerville 2:00 PM PST - South Lake Tahoe
Deadline for Written Questions from Vendors	December 6, 2016
Answers to Questions Posted on County Website	December 20, 2016
Proposal Due Date	January 5, 2017

2.2. General Format

- 2.2.1. Vendor must completely respond to all requests for information and forms contained in this RFP to be considered for award. Brochures and advertisements will be considered an incomplete reply to requests for information. Vendor is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by The County may be rejected without notification.
- 2.2.2. Emphasis should be on completeness and clarity of content. Proposals should provide a straightforward, concise description of Vendor’s ability to satisfy the requirements of this RFP.

2.3. Format Requirements

- 2.3.1. The original RFP text, as well as any appendices, amendments, addenda or other correspondence related to this RFP may not be manually, electronically or otherwise altered by Vendor. Any Vendors’ proposal containing altered, deleted or additional non-original RFP text may be disqualified.
- 2.3.2. The Technical Volume shall include the original RFP language. The original text from each section and numbered item of the RFP shall be inserted into the response document to be immediately followed by a complete response provided by the Vendor. The Technical Volume shall contain all sections of the RFP beginning with **Section 1 - Introduction** and ending with the last item in **Section 8 – System Requirements**.
- 2.3.3. If Vendor is in full compliance with the RFP section or numbered item, Vendor’s response shall be, “Read, agree and will comply.”
- 2.3.4. Otherwise, Vendor’s response shall be, “Read and do not comply” and considered an exception (“Exception”). Exceptions to any section or numbered item must be addressed

and listed in **Appendix C – Exceptions to RFP**. The Exceptions form must be submitted with Vendor’s proposal.

- 2.3.5. The Technical Volume includes multiple sections and numbered items in the RFP that require additional explanation. Vendor shall provide specific concise responses that fully address the question/information requested in that section. Include only those exhibits and/or visual aids that are clearly relevant to the specific section and numbered item.
- 2.3.6. The Appendices (**Appendix A - Facility Specifications** through **Appendix E – Site Evaluations Registration Form**) shall be included in the Response and the original language shall be included.
- 2.3.7. Proposals shall be prepared on standard 8 1/2" x 11" paper with a 12 point font with each page numbered.
- 2.3.8. Vendor’s proposal shall contain the items listed in **Table 2 – Proposal Order and Page Limit Requirements** and must conform to the page limits specified. Each piece of paper, printed on both sides, counts as 2 pages. For example, the Technical Volume is 150 pages, but in print form it will be 75 individual sheets of paper.

Table 2 - Proposal Order and Length Requirements

Item	Maximum Page Limit
COVER LETTER	1
TABLE OF CONTENTS	3
EXECUTIVE SUMMARY	4
TECHNICAL VOLUME – Vendor Response to Sections 1-8 of the RFP including all subsections and numbered items.	150
APPENDIX A – FACILITY SPECIFICATIONS	2
APPENDIX B – RATES AND REVENUE SHARE	9
APPENDIX C – EXCEPTIONS TO RFP	No page limit
APPENDIX D – RECEIPT OF ADDENDA	No page limit
APPENDIX E – SITE EVALUATION REGISTRATION FORM	1
APPENDIX F – SAMPLE AGREEMENT FOR SERVICES	15
APPENDIX G – EXCEPTIONS TO SAMPLE AGREEMENT	No page limit
Attachment 1: Vendor Documentation, State Business Registrations & Licenses, FCC Documents, Telecommunication Service Tariff	No page limit
Attachment 2: Vendor Financial Statements, including Dun & Bradstreet Reports or equivalent	No page limit
Attachment 3: Resumes	2 pages per resume
Attachment 4: Implementation Plan	8
Attachment 5: Disaster Recovery Plan	4
Attachment 6: Service Escalation Matrix	2
Attachment 7: Maintenance Policies/Procedures	10
Attachment 8: System Report Examples and File Samples	14
Attachment 9: Equipment Specification Sheets	10
Attachment 10: Sample Training Plan and User Documentation	14
Attachment 11: Additional Technology Documentation	20
Attachment 12: Other Vendor Brochures/Documents	10
Attachment 13: Confidential Information	No page limit

- 2.3.9. The cover letter shall be printed on Vendor letterhead and signed by a company officer with the authority to bid and contract with the County.

- 2.3.10. The Executive Summary shall be a concise summation of the Vendor's experience and qualifications and the proposed ITS, VVS, and Tablets solutions presented in the Technical Volume. The County requirements that are addressed only in the Executive Summary and not included in the Technical Volume will be considered non-compliant.
- 2.3.11. Vendor may separate items, sections, appendices and attachments by tabs, if desired. Cover sheets or tabs are not counted but are limited to 1 page. If page limits are exceeded in any section, the County reserves the right to deem the extraneous pages as non-compliant and those pages will not be evaluated.
- 2.3.12. All information contained in Vendor's proposal must be relevant to a section or numbered item of this RFP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.
- 2.3.13. Vendor may include complete the County lists or general vendor information in the final attachment "Other Vendor Brochures/Documents" but must adhere to the page limit.
- 2.3.14. Photographs, graphics, tables and other visual aids included as part of any length-limited section, such as the Technical Volume, are counted against the maximum page limit.
- 2.3.15. Vendor may include a complete client list or general Vendor information in the final attachment "Other Vendor Brochures/Documents" but must adhere to the page limit.
- 2.3.16. Failure to follow the instructions in this RFP may, at the County's sole discretion, result in the rejection of Vendor's proposal.
- 2.3.17. All costs and expenses relating to the preparation and submission of Vendor's proposal shall be the responsibility of Vendor.

2.4. Submission of Proposal

- 2.4.1. Deliver three (3) paper copies (1 original and 3 copies) and one (1) electronic version (on USB flash drive) of the proposal, along with any amendments or addenda, in a sealed envelope or container, no later than **3:00 PM on January 5, 2017**. Proposals must be directed to the RFP contact specified in **Section 2.6 – Questions or Comments**.
- 2.4.2. The electronic file must be in a searchable format, either in Microsoft Word or in PDF. Non-searchable documents will be considered non-compliant. Vendor is responsible for ensuring the electronic version and the chosen media are free from any viruses, malware or malicious code. Electronic versions so compromised will be considered non-compliant. The electronic version of the proposal, inclusive of all attachments, must follow the proposal order found in **Table 2 - Proposal Order and Length Requirements**.
- 2.4.3. The outside of the proposal must be labeled **RFP #17-915-013 – INMATE COMMUNICATION SERVICES PROPOSAL – MAILROOM DO NOT OPEN**.
- 2.4.4. All proposals failing to meet the due date and time will be returned to the Vendor unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.
- 2.4.5. Vendor is responsible for late deliveries or mail delays. Postmarking by the Proposal Due Date shall not substitute for the actual proposal receipt. Additional time to respond may not be granted to any individual Vendor.
- 2.4.6. Vendor may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. The County will not accept any modifications to Vendor's proposal after the Proposal Due Date except in connection with a requested Best and Final Offer.
- 2.4.7. Vendor may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date.
- 2.4.8. Vendor is responsible for all errors or omissions contained in its proposal.

2.5. Optional Site Evaluation

- 2.5.1. The County recommends that the Vendor attend the site evaluation on **November 29, 2016**. It is optional for Vendor to attend the site evaluation to submit a proposal. However, the County encourages interested Vendors to attend so that the Vendor representative(s) may better evaluate how to respond to specific requirements in the RFP.
- 2.5.2. To attend the site evaluation, Vendor must complete and email **Appendix E - Site Evaluation Registration Form** to the RFP contact specified in **Section 2.6 – Questions or Comments** no later than **5:00 PM on November 18, 2016**. Each Vendor will be limited to 2 representatives at the site evaluation. This will be the only time available for Vendor to visit the Facility(s) during the RFP process.
- 2.5.3. Oral responses to questions during the site evaluation shall be considered nonbinding on the County. Vendor's questions regarding the site evaluation and/or this RFP must be submitted by Vendor in writing to the RFP contact listed in **Section 2.6 – Questions or Comments** no later than **5:00 PM on December 6, 2016**.

2.6. Questions or Comments

- 2.6.1. Vendor must direct all questions and/or comments to the RFP contact listed below in **Section 2.6 – Questions or Comments**. All questions must be written and submitted by email and in a comprehensive document. All questions must be received no later than **5:00 PM on December 6, 2016**. The email subject must be clearly labeled **“RFP #17-915-013 – Question.”**
- 2.6.2. The County shall post the answers to the questions and/or comments received on or about **December 20, 2016**. Any questions and/or comments submitted by the Vendors after the due date will not be answered by the County.
- 2.6.3. Only written communication executed by the County in the form of an amendment or addendum shall be considered binding.
- 2.6.4. Vendor shall not contact any of the County's employees or any employee at the Facility(s) other than the contact list below regarding this RFP during the RFP process. Inappropriate contact by Vendor may result in the County's rejection of Vendor's proposal.
- 2.6.5. RFP questions or comments must be emailed to:

**County of El Dorado
Procurement and Contracts
Attn: Ashley Wells
360 Fair Lane
Placerville, CA 95667
Telephone – 530-621-5804
ashley.wells@edcgov.us**

2.7. RFP Specification Changes

- 2.7.1. The County reserves the right to:
 - 2.7.1.1. Request clarification of any submitted information
 - 2.7.1.2. Waive any informalities or irregularities in any qualification statement
 - 2.7.1.3. Not enter into any agreement pursuant to the RFP
 - 2.7.1.4. Withdraw or reissue the RFP in whole or in part at any time during the RFP process
 - 2.7.1.5. Cancel this process at any time
 - 2.7.1.6. Amend this process at any time via amendment or addendum
 - 2.7.1.7. Award more than one contract if it is in the best interest of the County
 - 2.7.1.8. Interview consultants prior to award

- 2.7.1.9. Request additional information during an interview
- 2.7.2. Vendor's submission of a proposal shall not bestow any rights upon Vendor nor obligate the County in any manner.
- 2.7.3. It is the Vendors responsibility to monitor the County's website for possible addenda to this RFP to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her RFP in accordance with the original RFP requirements and all addenda. All available RFP and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

- 2.7.4. Failure of Vendor to obtain this information shall not relieve him/her of the requirements contained therein. Those Vendors not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

2.8. Discrepancy between Proposal and Agreement

- 2.8.1. Discrepancies among the following documents shall be resolved in the following order, with the higher ranking documents taking precedence over the lower (Shown higher to lower):
 - 2.8.1.1. Negotiated Agreement and any amendments or addenda;
 - 2.8.1.2. RFP and any amendments or addenda;
 - 2.8.1.3. Vendor's final proposal.

2.9. Confidentiality

- 2.9.1. All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Vendors which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.
- 2.9.2. The County will treat all information submitted in a proposal as available for public inspection once the County has selected a Vendor. If Vendor believes that Vendor has a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within Vendor's proposal, vendor must identify any such information, together with the legal basis of Vendor's claim in Vendor's proposal, and present such information **separately** as part of Vendor's response package.
- 2.9.3. The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.
- 2.9.4. Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the

disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

2.10. Acceptance Period

- 2.10.1. Vendor's submission of a proposal indicates Vendor agrees the proposal will remain valid for a minimum of 120 days from the Proposal Due Date ("Acceptance Period"). A proposal requesting less than 120 days may be rejected. Vendor may specify a longer Acceptance Period.
- 2.10.2. If Vendor's Proposal is accepted within the Acceptance Period, Vendor agrees to furnish any or all items or services as negotiated, and under the terms and conditions specified in this RFP, its amendments(s) and/or addenda and Agreement. The County shall create an Agreement for execution by the County and the awarded Vendor, which shall contain the terms and conditions in this RFP, its amendments and/or addenda, and as negotiated by the County and awarded Vendor.

2.11. Public Agency

- 2.13.1 It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Request for Proposal to Bid with the same terms and conditions specified there in, including pricing, if agreeable to the successful Vendor. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

3. PROPOSAL EVALUATION AND SELECTION

3.1. Evaluation Factors

- 3.1.1. Proposals will be evaluated by the County's internal evaluation committee (Evaluation Committee) and may be subject to a two-phase evaluation process.
 - 3.1.1.1. Phase One
 - 3.1.1.1.1. Each evaluator independently assigns a weight to each of the evaluation criteria associated with Phase One listed below.
 - 3.1.1.1.2. Criterion weights will then be summed and averaged.
 - 3.1.1.1.3. The County reserves the right to award the Agreement at the end of Phase One.
 - 3.1.1.2. Phase Two
 - 3.1.1.2.1. If deemed necessary by the Evaluation Committee, the highest weighted Vendor(s) may be invited to conduct an oral interview with the Evaluation Committee. The County shall provide the highest weighted Vendor(s) with an agenda specifying the items to be covered during the Vendor's oral interview.
 - 3.1.1.2.2. Additions, deletions or substitutions may not be made to proposals during the oral interview, unless they may be viewed as a clarification(s).
 - 3.1.1.2.3. The County may request a Best and Final Offer as outlined in **Section 3.3 – Best and Final Offer**.
 - 3.1.1.2.4. Each evaluator will independently assign a weight to each of the evaluation criteria associated with Phase Two listed below.
 - 3.1.1.2.5. Criterion weights will then be summed and averaged.
 - 3.1.1.2.6. The weight resulting from Phase One and Phase Two will be summed resulting in a final weight.
- 3.1.2. Each Vendor, by submitting a proposal, agrees that if the County accepts its proposal, such Vendor will furnish all items and services upon the terms and conditions in this RFP and Agreement.
- 3.1.3. The County expressly reserves the right to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of revenue share offered and other evaluation factors set forth in this RFP, or to award an Agreement to the next most qualified Vendor if the successful Vendor does not execute an Agreement within 30 days after the award of the RFP.

Table 3 - Evaluation Criteria

Evaluation Criteria – Phase One	Weight
Core Technologies: ITS, VVS and Tablet Platforms, Network Stability, Interface Capabilities, Experience, Monitoring and Recording, Inmate Identification, Calling Options, Investigative and Security Features, Additional Technologies	35%
Financial Transparency: Reporting Requirements, User Applications, Data Availability	15%
Service: Installation, Customer Service, Maintenance/Response Times, Reporting Capabilities, Stability	15%
Exceptions: RFP Terms and Overall Response Compliance	10%
Cost Proposal: Rates, Fees, Revenue Share, Alternative/Additional Proposal	25%
Total Weight Available Per Vendor	100%
Evaluation Criteria – Phase Two (<i>if necessary</i>)	Weight
Technology Presentation (Agenda)	75%
Best and Final Offer	25%
Total Weight Available Per Vendor	100%

3.2. Negotiation of Proposal

- 3.2.1. The County reserves the right to conduct negotiations from the proposals received or to award an Agreement without negotiations. If such negotiations are conducted, the following conditions shall apply:
 - 3.2.1.1. Negotiations will only be conducted with selected Vendor(s) after the evaluation of proposals;
 - 3.2.1.2. Vendor’s proposal may be subject to negotiation and revision. Vendor may be required to submit additional data;
 - 3.2.1.3. The County may direct its Designated Agent to conduct negotiations on its behalf;
 - 3.2.1.4. Any changes agreed upon during negotiations may become part of the Agreement; and
 - 3.2.1.5. If the County is unable to come to terms with the selected Vendor, discussions shall be terminated and negotiations will begin with the next highest weighted Vendor.

3.3. Best and Final Offer

- 3.3.1. The County may request a Best and Final Offer (BAFO) from selected Vendor(s). A BAFO allows the Vendor an opportunity to supplement its original proposal. Selected Vendors will be contacted in writing by the County requesting the submission of Vendor’s BAFO. The BAFO will be in the form of an addendum to this RFP and Vendors’ submitted proposal.

3.4. Proposal Selection

- 3.4.1. The Vendor with the highest revenue share offer is not guaranteed award of an Agreement.
- 3.4.2. The County reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Vendor’s proposal.

- 3.4.3. The County reserves the right to review Vendor's Agreements with its sub-Vendors to ascertain whether Vendor has the necessary operational systems in place to fulfill the requirements of this RFP.
- 3.4.4. The County reserves the right to request clarification from Vendors during the evaluation of proposals. Such clarification is intended to assist the County in awarding an Agreement that is most advantageous to the County.
- 3.4.5. The County reserves the right, in its sole judgment, to accept the proposal which is determined by the County to be the best proposal resulting from this RFP, with or without negotiation, or BAFO.
- 3.4.6. The awarded Vendor shall not unduly delay negotiations or execution of an Agreement. Vendor is expected to respond promptly to the County's requests.
- 3.4.7. The County expressly reserves the right to accept or reject any or all proposals, modifications, or alterations or waive any technicalities or provisions, with or without cause.
- 3.4.8. The County reserves the right to award an Agreement to the next highest weighted Vendor if the awarded Vendor does not furnish all items and services required in this RFP, its amendment(s) and/or addenda and negotiated Agreement.
- 3.4.9. Proposals that do not meet the requirements set forth in this RFP, its amendment(s) and/or addenda, may be considered non-compliant and may be disqualified. The County may reject Vendor's proposal for any of, but not be limited to, the following:
 - 3.4.9.1. Evidence of collusion with or among other Vendors submitting a proposal;
 - 3.4.9.2. Inappropriate contact or discussions as outlined in **Section 2.6 - Questions or Comments**; or
 - 3.4.9.3. Incorrect or contradictory information and/or false statements included in Vendor's proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.

3.5. Final Decision

- 3.5.1. The County shall make the final selection of the awarded Vendor. Each Vendor that submitted a proposal will receive written notification of the County's final decision.
- 3.5.2. The County shall not mail out hard copy letters advising participating Vendors of RFP results. It is Vendor's responsibility to monitor the below website for results:

<http://edcapps.edcgov.is/contracts/bidprocess.asp>

3.6. Award

- 3.6.1 Award shall be recommended to the Vendor whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Vendor will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed agreement will serve as Vendor's notice to proceed with services.

4. VENDOR INFORMATION AND REFERENCES

4.1. Vendor Information

- 4.1.1. Vendor shall supply the following in its proposal.
 - 4.1.1.1. Documentation that Vendor is registered to do business in the State of California.
 - 4.1.1.2. Documentation that all necessary requirements of the Federal Communications Commission (FCC) are met.
 - 4.1.1.3. Vendor's current annual report and its 2 most recent Dun and Bradstreet (or similar) reports.
 - 4.1.1.4. If Vendor has operated under a different name, or affiliate, in the past 3 years, provide names, dates, addresses and state where incorporated.
 - 4.1.1.5. If Vendor is for sale or is considering an acquisition or merger in the next 6 months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations.
 - 4.1.1.6. A synopsis of any and all inmate telephone, video visitation, and tablet RFP or contract related protests in within the last 3 years. Include location and outcome of the protest.
 - 4.1.1.6.1. A response indicating this information is confidential and/or proprietary will be considered an Exception.
 - 4.1.1.7. A synopsis of any litigation(s) within the last 5 years where Vendor or Vendor's ITS, VVS, or Tablet are a party. Include venue, style of case and status of litigation.

4.2. Additional Requirements and Specifications

- 4.2.1. Vendor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, and state, county, or municipal government.
- 4.2.2. Vendor shall detail its Disaster Recovery Plan (DRP) and provide its processes, policies and procedures relating to the preparation for recovery of the requirements in this RFP preceding and/or following a natural or human-induced disaster.
 - 4.2.2.1. A localized event affecting only the Vendor's Facility(s), infrastructure, and personnel;
 - 4.2.2.2. A localized event affecting only the County's Facility(s), infrastructure, and personnel; and
 - 4.2.2.3. A broad geographic event affecting both the Vendor and the County.
- 4.2.3. Vendor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and any applicable County laws, to the employees and all subcontractors to ensure the Facility(s) maintain a drug free workplace. The County reserves the right to review drug testing results of Vendor's personnel assigned to work at the Facility(s). The County may require, at Vendor's expense, drug testing of Vendor's personnel if no drug testing records exist or if such test results are older than 6 months.

4.3. Vendor References

- 4.3.1. Provide a list of agreements not renewed, lost or prematurely cancelled in the last 5 years.
 - 4.3.1.1. If applicable, include the reason for non-renewal and/or cancellation(s) of the agreement(s). A response indicating this information is confidential and/or proprietary will be considered an Exception.

- 4.3.2. Provide a list of clients/agencies who have notified Vendor of additional commissions owed within the last 3 years and the status of resolution of those claims.
 - 4.3.2.1. A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.
- 4.3.3. Provide 3 County references for facilities where Vendor provides the equipment and services comparable to the requirements in this RFP. If the Vendor is using a subcontractor for the ITS, VVS, or Tablets work, then both the Vendor and the subcontractor must supply 3 references each.
 - 4.3.3.1. References should be for facilities where the Vendor has a ITS, VVS, and Tablets contract.
 - 4.3.3.2. References provided must be currently under contract with Vendor and have been operating under that contract for at least 6 months.
 - 4.3.3.3. Vendor shall ensure updated references and accurate contact information is provided.
 - 4.3.3.4. References may be contacted at any time during the RFP process.
- 4.3.4. Using the format in **Table 4 - Vendor Reference Format**, Vendor shall provide the requested information for each reference. Reference comments or quotes are optional, but may be included if so desired.

Table 4 - Vendor Reference Format

Customer Name:	
Contact Person and Title:	
Telephone Number(s):	
Email Address:	
City, State:	
Number of Facilities :	
ADP:	
Agreement Effective Date:	
List All Services Provided to this Customer:	
Total Number of Inmate Phones:	
Total Number of Visitation Phones:	
Total Number of Tablets:	
Number of Video Visitation Stations for Inmate Use:	
Number of Video Visitation Stations for Public Use:	
Reference Comment or Quote (Optional):	

- 4.3.5. The County prefers the contact person provided for each of the references be the individual who utilizes Vendor’s software application.

4.4. Business License Requirement

- 4.4.1. It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector’s Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).
- 4.4.2. It is not a requirement to possess a County business license at the time of proposal submittal. Successful Vendors may be required to possess a County business license to award contract.

5. CUSTOMER SERVICE

5.1. Vendor Personnel Information

5.1.1. Vendor shall provide the names of Vendor’s employees, consultants, and subcontractors that will be involved in providing the requirements in this RFP and the Agreement using format of **Table 5 –Vendor Personnel**. Vendor may add additional rows to the table as necessary.

Table 5 – Vendor Personnel

Full Name	Employee/Vendor OR Consultant	Title/Position	Contact Phone Number(s)	Email Address

5.1.2. Vendor shall supply resumes for all employees, consultants and subcontractors that will be working under the terms of this RFP and Agreement. All resumes are limited to two (2) pages per resume. There is no limit on the number of resumes that the Vendor may submit. Resumes are to be included as part of **Attachment 3 – Resumes**. Resumes shall include the following information:

- 5.1.2.1. Each shall contain the name, position, qualifications, certifications, years of experience, and educational background information.
- 5.1.2.2. Indicate the amount of time that the individual will devote to work related to the requirements outlined in this RFP. Indicate clearly whether the given response is being expressed in hours per month or a percentage of time per month.
- 5.1.2.3. Each resume is required to have two (2) related past performance reference for projects of similar size and complexity where the team member has performed duties similar to the ones that he or she would be responsible for under the terms of this RFP. Vendor must include a contact name, number and email address of someone who has knowledge of the team member’s work for that project.
- 5.1.2.4. List work experience for no more than the last 10 years. List relevant current recent work experience, employers, dates and duties in the last space in reverse chronological order.

5.1.3. Vendor shall provide the names, company, primary physical work location, telephone numbers, and distance from Facility(s) for the technicians who will be maintaining, servicing and performing work under the Agreement both the ITS, VVS, and Tablets using the format of **Table 6 - Vendor Technicians**.

- 5.1.3.1. Indicate the total number of technicians directly employed by Vendor as well as number of technicians that will be utilized for service at the Facility(s). Vendor shall indicate if any of these technicians are subcontracted; if so, Vendor shall supply the subcontracting entity.

Table 6 - Vendor Technicians

Technician Name	Company	Location (Address, City, State)	Contact Phone Number	Proximity (In Miles)

- 5.1.4. Vendor shall disclose, with percentages clearly shown, the specific work tasks for the Facility(s) that will be subcontracted and the specific work tasks that will be performed by Vendor employees.
- 5.1.5. Vendor shall provide the County with the escalation procedures for handling customer support issues including, but not limited to, maintenance, outage and reporting issues for both the ITS, VVS, and Tablets. Procedure description shall include the contact names, contact numbers, email addresses and level of authority for the person(s) responsible for escalated issues.

5.2. Customer Service

- 5.2.1. Provide the following information regarding Vendor's processes for handling end-user customer service matters for the ITS, VVS, and Tablets:
 - 5.2.1.1. Describe procedure(s) for handling end-user complaints including the contact options available for end-users to request assistance from Vendor;
 - 5.2.1.2. Indicate whether Vendor's customer service center defaults to an Interactive Voice Response (IVR) or a live customer service representative;
 - 5.2.1.3. The hours during which live customer service representatives are available;
 - 5.2.1.4. Indicate the average on-hold time to reach a live representative; and
 - 5.2.1.5. Describe procedure(s) for handling refund requests and the timeframe for completing such requests.
- 5.2.2. Vendor shall specify if it can provide VVS customer support services directly to the public through integrated live chat functionality built into the visitor registration, scheduling, and remote/internet video visitation website.

5.3. General Maintenance

- 5.3.1. Vendor shall respond to repair requests from the County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7-days a week, 365-days a year basis.
- 5.3.2. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4-hours following notification of a service request or system failure.
- 5.3.3. Vendor must exhibit to the County a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.
- 5.3.4. The County shall be notified of progress and/or delays in progress until the problems are resolved.
- 5.3.5. Vendor shall notify the County any time a technician will be dispatched to the Facility(s) and prior to the technician's arrival.
- 5.3.6. Vendor shall be responsible for resolving any reported repairs or replacements within 10 days following notification of a service request or ITS, VVS, or Tablets failure ("Cure Period"). Should Vendor fail to resolve the reported repair or replacement within the specified Cure Period, Vendor shall incur a daily fine or penalty. Such daily fine or penalty shall be equal to \$500.00 per day for each reported repair or replacement Vendor fails to resolve, and shall be incurred for each day after the Cure Period until each reported repair or replacement is resolved by Vendor.
 - 5.3.6.1. The County or Designated Agent shall submit an invoice to Vendor identifying the total amount due for the daily fine or penalty for each reported repair or replacement and Vendor shall remit payment of the invoice within 30 days.
 - 5.3.6.2. Additionally, the County may cancel the Agreement with Vendor if Vendor has not cured a service problem within 10 days of Vendor receiving notice of the problem from the County.

- 5.3.7. Vendor shall provide the onsite response time, priority levels and escalation schedule for emergency outage/service issues at and/or related to the Facility(s) in **Attachment 6 - Service Escalation Matrix**.
- 5.3.8. Vendor shall describe its approach to routine and/or emergency maintenance in **Attachment 7 - Maintenance Policies/Procedures**.
- 5.3.9. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS, VVS, or Tablets. Vendor will assume liability for any and all such damages.
- 5.3.10. All operation, maintenance and repair issues regarding the ITS, VVS, or Tablet services shall be reported by Vendor to the County promptly.
- 5.3.11. Vendor shall indicate the manufacturer(s) that will provide the spare equipment and replacement parts for the proposed ITS, VVS, Tablets and applicable components.

6. USER BILLING AND PAYMENTS

6.1. ITS Validation

- 6.1.1. Vendor shall:
 - 6.1.1.1. State whether call validation is performed real-time or by batch.
 - 6.1.1.2. Identify all other methods used for call validation.
 - 6.1.1.3. Vendor shall subscribe to the LEC Line Information Data Base (LIDB). Vendor shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening (BNS). Vendor must assume all responsibility for the cost and accuracy of validation.
 - 6.1.1.4. Specify the process for unblocking a phone number that is restricted for non-payment or exceeding a daily/weekly/monthly collect calling limit (“Collect Call Threshold”).
 - 6.1.1.5. Include the timeframe for removing a restriction once payment is received by the Local Exchange Carrier (LEC).
- 6.1.2. The County prefers the Collect Call Threshold be a monthly minimum of \$75.00 per unique telephone number. Vendor shall provide an explanation should it propose an alternative Collect Call Threshold process.

6.2. ITS Collect Call Billing

- 6.2.1. Describe the collect calling option for the ITS and provide a diagram demonstrating the collect calling process.
- 6.2.2. Vendor shall specify the name and phone number of the billing Vendor used to bill collect calls on its behalf.
- 6.2.3. Describe the process for collecting, rating, sorting, distributing and billing of collect calls.
- 6.2.4. Specify how taxes and required fees are applied to the total cost of a collect call in preparation for billing.
- 6.2.5. Vendor shall not charge any fees in addition to those outlined in **Appendix B –Rates and Revenue Share**.

6.3. ITS Pre-Paid / Debit Application

- 6.3.1. The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or a specific inmate’s account.
- 6.3.2. Vendor shall not require a minimum amount to fund a pre-paid collect account.
- 6.3.3. The County requires that Vendor issue refunds to end-users for any pre-paid funds remaining in any pre-paid account upon the end-user’s request whether the account is active or inactive. Should an account be deactivated by Vendor and the end-user requests to reactivate the account and receive calls from the Facility(s), the funds shall be made available to the end-user by Vendor. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account.
 - 6.3.3.1. Specify the minimum amount required on a pre-paid collect account to complete a call.
 - 6.3.3.2. Vendor shall not prevent the completion of a pre-paid call if the end-user’s pre-paid balance is less than the average cost of a call (regardless of call type) from the Facility(s).
- 6.3.4. Vendor shall describe in detail what happens when an inmate attempts a call to a pre-paid collect account that has insufficient funds.

- 6.3.5. The pre-paid and/or debit application shall work with the ITS. Indicate whether the pre-paid/debit application is part of the ITS or whether an external platform is utilized for the provision of pre-paid/debit calling.
- 6.3.6. The ITS shall provide the inmate with the balance of the pre-paid or debit account at the time of the call.
- 6.3.7. The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
- 6.3.8. The pre-paid and/or debit application shall allow international calls.
- 6.3.9. Vendor shall describe its process for accommodating real-time refunds associated with pre-paid and/or debit accounts.
- 6.3.10. The ITS shall be capable of interfacing with the current commissary or JMS provider for ease of transferring money from the inmate's trust fund/commissary account to the ITS debit account as well as refunding any unused funds to the trust fund account upon the inmate's release. The commissary services are provided by Keefe. The Commissary contact name is Ignacio Sanchez and his email address is isanchez@keefegroup.com. The JMS provider is Tracnet. The JMS contact is Kip Rolle and his email address is kiprolle@tracnet.org. Vendor shall state in its response whether it has an established business arrangement and interface with Keefe and Tracnet. It is Vendor's responsibility to initiate and establish a business relationship and necessary interfaces with Keefe and Tracnet. The County shall not be responsible for paying any amounts associated with the required interface.
- 6.3.11. Vendor shall supply, at the County's request, signage, brochures, flyers regarding the ITS and/or Vendor's pre-paid and debit programs at no cost to the County.

6.4. Payments for Video Visitation System Sessions

- 6.4.1. Vendor shall specify if the VVS has the capability to:
 - 6.4.1.1. Differentiate between different professional visitors (i.e. public defenders vs. attorneys) and assess onsite or remote charges accordingly;
 - 6.4.1.2. Allow for free visits for a particular visitor (i.e. public defenders);
 - 6.4.1.3. Allow visitation charges to be charged per minute or per visit;
 - 6.4.1.4. Display the cancellation and refund policy while the visitor is scheduling and canceling visits;
 - 6.4.1.5. Automatically refund a visitor for a charged visit that has been cancelled as a result of:
 - 6.4.1.5.1. Inmate release;
 - 6.4.1.5.2. County imposed restriction;
 - 6.4.1.5.3. Station unavailability upon transfer of an inmate to another housing unit; or
 - 6.4.1.5.4. County event (e.g. weather closure, module or building lockdown).
- 6.4.2. Vendor shall specify if the VVS has the capability to allow authorized County staff to override or refund visitation charges.
- 6.4.3. Vendor shall specify if the VVS has the capability to show if a successful visit has occurred.
- 6.4.4. Vendor shall refund all visitation charges if visitation is dropped due to Vendor related issues.
- 6.4.5. Vendor shall provide an option for an itemized receipt for all transactions and charges for all remote video visits.

6.5. End-User Payment Options

- 6.5.1. Describe all of the types of payment options available to end-users (e.g. credit card/debit card, kiosk, money order, etc.) for:
 - 6.5.1.1. Call completion;
 - 6.5.1.2. Charged video visitation sessions;
 - 6.5.1.3. Charged content and media for Tablets.
- 6.5.2. Vendor shall specify the amount of the fees (including those from third parties) associated with the payment options (e.g. funding fees, etc.) in **Appendix B –Rates and Revenue Share**.
- 6.5.3. Specify the timeframe for an ITS, VVS, or Tablets pre-paid account to become dormant/expire. If applicable, Vendor shall state whether the timeframe is configurable.
- 6.5.4. For ITS, VVS, or Tablets, the County requires that upon the occurrence of any of the following; Agreement termination or expiration, 6 months of account inactivity or account refund/closure request from the end-user, any funds remaining in any pre-paid account be refunded, in accordance with the County’s direction, to the end-user as appropriate and at no cost to the County.
 - 6.5.4.1. Vendor shall not retain any monies not refunded in the manner specified and shall treat such monies in accordance with California’s unclaimed property laws.
 - 6.5.4.2. Vendor shall provide an explanation should it propose an alternative process for how remaining dormant/expired pre-paid funds are handled.
- 6.5.5. Describe Vendor’s direct bill option including a list of entities that qualify for direct billing.

6.6. Vendor Retention of Account Information

- 6.6.1. For the purpose of aiding in investigations the Vendor must retain ITS, VVS, and Tablet account information pertaining to an end-user’s pre-paid collect, direct bill, and similar accounts for a period of 2 years after the expiration/termination of the Agreement. The information shall include, but not be limited to, the end-user’s billing name, address and telephone number.
- 6.6.2. The County shall have access to such account information upon request, to the extent permissible by law.

7. GENERAL CONDITIONS

7.1. Project Scope

- 7.1.1. The County requires a turnkey inmate calling solution which shall include, without limitation, collect, pre-paid collect, debit, free calling, and audio recording of standard visitation sessions. Vendor shall install and operate inmate and visitation telephones, and related equipment. Vendor shall, without cost to the County, provide all wiring for the inmate telephones, install the inmate telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility(s) to complete, without limitation, local, long distance and/or international collect, pre-paid collect, debit and free calls from the Facility(s).
- 7.1.2. The County also requires a turnkey video visitation solution which shall include, without limitation, onsite and remote visitation sessions to both inmates and the public. Vendor shall, without cost to the County, install and operate inmate and public video visitation stations and the related hardware, software and equipment specifically identified herein to enable inmates and the public to complete onsite and remote visitation sessions in accordance with the County policies, requirements and specifications.
- 7.1.3. Additionally, the County requires Vendor to provide Tablets and the related hardware, software, and networking specially identified herein, to allow inmates at the Facility(s) access to, at a minimum, electronic messaging, media, inmate requests, medical requests, grievances, phone calls, and commissary ordering and in accordance with the County policies, requirements, and specifications.

7.2. Agreement Length

- 7.2.1. The County intends to award a five (5) year Agreement (“Initial Term”) with the option to renew for 2 additional 1 year terms or on a month-to-month basis (not to exceed 12 months). All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal terms. The Agreement shall not automatically renew.
- 7.2.2. Sample Agreement for Services: The successful Vendor will be required to enter into an agreement for services with the County substantially similar in form to that attached hereto as **Appendix F – Sample Agreement for Services**. With reference to the Sample Agreement for Services included herein as **Appendix F**, Vendor shall clearly indicate whether or not Vendor will comply with the Sample Agreement in its entirety. If there is any language to which you will not comply with, Vendor shall clearly indicate the language as an exception in **Appendix G – Exceptions to Sample Agreement**.

7.3. Surety Bond

- 7.3.1. Within 10 calendar days of the Agreement execution date and prior to any installation work or equipment delivery, the awarded Vendor shall furnish a bond in the form of a Surety Bond, Cashier’s Check, or Irrevocable Letter of Credit, issued by a surety company authorized to do business in the State of California, and payable to the County.
- 7.3.2. The Surety Bond must be made payable to the County in the amount of \$30,000.00 and will be retained during the full term of the Agreement and any renewal terms. Personal or company checks are not acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond.

- 7.3.3. In the event the County exercises its option to renew the Agreement for an additional term, Vendor shall be required to maintain the Surety Bond for the renewal term, pursuant to the provisions of this section, in an amount stipulated at the time of the Agreement renewal.

7.4. Vendor Costs and Taxes and Fees on Services

- 7.4.1. It is expressly understood that the County is not responsible in any way, manner or form for any of Vendor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to any and all Vendor's services.
- 7.4.2. Vendor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. Including but not limited to any and all taxes as applicable for the following services:
- 7.4.2.1. ITS services such as; collect, debit, pre-paid and any other calls;
 - 7.4.2.2. VVS services such as onsite and remote visitation sessions; and
 - 7.4.2.3. Tablet applications, email services, voice mail services, or any other services provided.

7.5. ITS Revenue Share, Payment, and Reporting

- 7.5.1. Gross Revenue generated by and through the proposed ITS consists of all revenue share payments, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Vendor that are in any way connected to the provision of ITS service pursuant to this RFP and Agreement. Gross ITS Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid Local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate, and International calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Vendor.
- 7.5.2. Vendor shall pay a revenue share on total ITS Gross Revenue (as defined above) before any deductions associated with unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Vendor expense.
- 7.5.3. Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facility(s) must be approved by the County prior to implementation. All fees must remain within FCC guidelines. The County and Vendor shall mutually agree on the method for revenue share payment associated with the additional charges/fees due to the County.
- 7.5.3.1. Any charges/fees added to the called party's bill without the express written consent of the County shall incur a fine of \$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
 - 7.5.3.2. The County shall notify Vendor of any unapproved additional fees and/or charges of which the County becomes aware of and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to the County within 30 days.
 - 7.5.3.3. Should the County and Vendor mutually agree that the charges/fees will remain, the County and Vendor shall mutually agree on a method for a compensation.
 - 7.5.3.4. Should the County and Vendor mutually agree that the charges/fees are to be discontinued, Vendor shall refund each called party for the unapproved

charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.

- 7.5.4. Notwithstanding the foregoing, Gross ITS Revenue does not include the following items.
- 7.5.4.1. Pre-Paid Fees. Pre-paid fees are defined as fees imposed on called parties who set up and/or fund a pre-paid account with Vendor or a third party (i.e. Western Union) to accept calls. The pre-paid funding fee shall not be applied on a per-call basis. All pre-paid fees must be in line with FCC rulings, approved by the County. The County reserves the right to levy the penalty defined above if not approved by the County in advance. Vendor shall specify these amounts in **Appendix B – Rates and Revenue Share**.
- 7.5.4.2. Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.
- 7.5.4.3. A “Free” call shall be defined as a call not generating any revenue or compensation for Vendor. Calls to telephone numbers that appear on the free call list supplied by the County or from inmate telephones approved by the County to process free calls shall not generate revenue or compensation for Vendor and shall not be eligible for revenue share to the County. Only those numbers designated by the County on the free call list and inmate telephones approved by the County to process free calls shall be marked as “Free” in the ITS and designated as such in the call detail records. In the event Vendor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and included in the County’s revenue share. The County reserves the right to enter a free number in the ITS as deemed appropriate by the County and without the assistance of Vendor.
- 7.5.4.4. In the event Vendor completes unauthorized free calls, the completed calls will be considered part of Gross Revenue and revenue share for the calls which shall be due and payable under the terms found in **Section 7.5 - ITS Revenue Share, Payment and Reporting**.
- 7.5.4.5. Complimentary calls associated with Vendor’s pre-paid collect program are not eligible for revenue share. Vendor shall specify the duration of and the frequency between each complimentary call to a unique telephone number. Vendor shall indicate how complimentary calls are labeled in the call detail records.
- 7.5.5. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, etc. as acceptance). The call shall be deemed complete and eligible for revenue share regardless if Vendor can bill or collect revenue on the call.
- 7.5.6. Vendor may, upon request from the County, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Vendor is solely responsible for obtaining a resale certificate from the commissary provider. Vendor is responsible for obtaining all proper documentation from the commissary provider. Vendor's agreement with the commissary provider must address the requirements set forth in this section.
- 7.5.7. Revenue share for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable under **Section 7.5 – ITS Revenue Share, Payment and Reporting**.

- 7.5.8. On the 5th day of the month following the month of traffic, Vendor shall submit a monthly invoice and corresponding debit purchase or usage report to the County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
- 7.5.9. Vendor shall offer a revenue sharing option based on Gross ITS Revenue as defined in **Section 7.5.1**.
- 7.5.10. The County is requiring a Minimum Annual Guarantee (MAG) of \$110,000.00 per year for the ITS. Vendor shall pay monthly revenue share based on the revenue for the prior month. At the end of each month, the amount of revenue share paid to the County shall be compared to the MAG amount. If the revenue share paid is less than the MAG amount, Vendor shall remit a payment of the difference to the County, If revenue share paid is greater than the MAG, no additional payment is due to the County and no refund is due to Vendor.
- 7.5.11. The County is requiring a supplemental payment of at least \$25,000.00 in addition to the revenue share proposal as shown in **Appendix B –Rates and Revenue Share**.
- 7.5.12. Vendor shall provide the monthly revenue share payments, traffic detail reports, billing files and miscellaneous fees/charges report for the ITS to the County or its Designated Agent on or before the 15th day of the month following the traffic month. Vendor shall provide monthly system platform Call Detail Records to the County or its Designated Agent on a daily basis.
- 7.5.13. Vendor shall provide monthly revenue share payments and traffic detail reports to the County via these methods:
- 7.5.13.1. The County requests revenue share payments are sent via wire transfer; and
- 7.5.13.2. The County requires the traffic detail reports be sent electronically in an exploitable format.
- 7.5.14. Traffic detail reports, in Comma Separated Values (.csv) format, shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid and debit calls down to the inmate level and for each inmate telephone at the Facility(s):
- 7.5.14.1. Facility Name;
- 7.5.14.2. Facility Identification Number/Site Identification Number;
- 7.5.14.3. Facility Address (Street, City, State and Zip);
- 7.5.14.4. Automatic Number Identifier;
- 7.5.14.5. Inmate Telephone Station Port/Identifier;
- 7.5.14.6. Inmate Telephone Location Name;
- 7.5.14.7. Local Call, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone);
- 7.5.14.8. Intralata/Intrastate Call, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone);
- 7.5.14.9. Interlata/Intrastate Calls, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone);
- 7.5.14.10. Intralata/Interstate Calls, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone);
- 7.5.14.11. Interlata/Interstate Calls, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone);
- 7.5.14.12. International Calls, Minutes Gross Revenue and Revenue Share (Per Inmate Telephone);
- 7.5.14.13. Revenue Share Rate (%);
- 7.5.14.14. Total Calls, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone); and
- 7.5.14.15. Traffic Period and Dates.
- 7.5.15. Vendor shall provide a sample report showing how all of the above requirements will be met. If any of the required fields above cannot be provided or supplied as listed, the Vendor shall identify those fields in **Appendix C – Exceptions to RFP** of its response to this RFP.

- 7.5.16. The billing files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:
- 7.5.16.1. Record ID;
 - 7.5.16.2. Facility Name;
 - 7.5.16.3. Facility ID;
 - 7.5.16.4. From ANI;
 - 7.5.16.5. To ANI;
 - 7.5.16.6. Batch Number/ID;
 - 7.5.16.7. Seconds;
 - 7.5.16.8. Revenue Period;
 - 7.5.16.9. Date (yymmdd);
 - 7.5.16.10. Connect Time (hhmmss);
 - 7.5.16.11. Billable Time (hhmmss);
 - 7.5.16.12. Multiple Rate Indicator;
 - 7.5.16.13. Personal Identification Number Digits;
 - 7.5.16.14. Originating City;
 - 7.5.16.15. Originating State;
 - 7.5.16.16. Bill City;
 - 7.5.16.17. Bill State;
 - 7.5.16.18. Rounded Bill Time Indicator;
 - 7.5.16.19. Bill Number;
 - 7.5.16.20. LATA ID;
 - 7.5.16.21. Settlement Code;
 - 7.5.16.22. Message Type;
 - 7.5.16.23. Charge Amount;
 - 7.5.16.24. Additional Fees and Line Surcharges;
 - 7.5.16.25. Specialized Calling Indicator;
 - 7.5.16.26. Validation Indicator;
 - 7.5.16.27. Tax Exempt Indicator;
 - 7.5.16.28. Rate Period; and
 - 7.5.16.29. Rate Class.
- 7.5.17. Vendor shall also provide a sample billing file in EMI format (showing all fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. . If any of the required fields above cannot be provided or supplied as listed, the Vendor shall identify those fields in **Appendix C – Exceptions to RFP** of its response to this RFP.
- 7.5.18. Vendor shall provide raw Call Detail Records (CDRs) to the County or its Designated Agent daily and no later than the day following the traffic day.
- 7.5.19. The daily raw CDRs shall contain all calls (both attempted and completed), inbound voicemail messages and voicemail retrievals (if applicable), which originate from the Facility(s) for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, the CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:
- 7.5.19.1. Facility Name;
 - 7.5.19.2. Facility ID;
 - 7.5.19.3. Agency;

- 7.5.19.4. From ANI;
 - 7.5.19.5. To ANI;
 - 7.5.19.6. Batch Number / ID;
 - 7.5.19.7. From City;
 - 7.5.19.8. From State;
 - 7.5.19.9. To City;
 - 7.5.19.10. To State;
 - 7.5.19.11. Station ID;
 - 7.5.19.12. Phone Name or Location;
 - 7.5.19.13. Inmate ID;
 - 7.5.19.14. Personal Identification Number;
 - 7.5.19.15. Pre-Paid Card ID;
 - 7.5.19.16. Revenue Period;
 - 7.5.19.17. Call Start (yymmdd; mmss);
 - 7.5.19.18. Call End (yymmdd; mmss);
 - 7.5.19.19. Seconds;
 - 7.5.19.20. Call Type (e.g. local, etc.);
 - 7.5.19.21. Bill Type (e.g. free, collect, etc.);
 - 7.5.19.22. Cost;
 - 7.5.19.23. Tax;
 - 7.5.19.24. Validation Result;
 - 7.5.19.25. Termination Reason;
 - 7.5.19.26. LIDB Status; and
 - 7.5.19.27. Completion Indicator.
- 7.5.20. The system CDRs shall be stored in a minimum of 3 geographically separate locations to avoid any possibility of CDRs being lost. Vendor shall provide specific details about all 3 storage locations.
- 7.5.21. Vendor shall provide a sample CDR (showing all raw fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. . If any of the required fields above cannot be provided or supplied as listed, the Vendor shall identify those fields in **Appendix C – Exceptions to RFP** of its response to this RFP.
- 7.5.22. Miscellaneous charges/fees report shall include a break-down of all charges and fees applied to (without limitation) calls, transactions and accounts from the Facility(s), including but not limited to: pre-paid funding fee, monthly billing fee, validation fee, etc. regardless of whether the charges/fees were assessed directly by Vendor or a third party. Vendor shall provide a miscellaneous charges/fees report which shall contain, without limitation, the following information for all charges/fees from the Facility(s):
- 7.5.22.1. Facility ID;
 - 7.5.22.2. Date;
 - 7.5.22.3. From ANI;
 - 7.5.22.4. To ANI;
 - 7.5.22.5. Billed ANI;
 - 7.5.22.6. Bill Type;
 - 7.5.22.7. Transaction Type
 - 7.5.22.8. Fee Type;
 - 7.5.22.9. Fee Amount.
- 7.5.23. Vendor shall provide a sample report miscellaneous charges/fees report (showing all raw fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. If any of the required fields above cannot be provided or supplied as listed, the Vendor shall identify those fields in **Appendix C – Exceptions to RFP** of its response to this RFP.

- 7.5.24. Revenue share discrepancies must be resolved by Vendor, and to the County's reasonable satisfaction, within 30 days of receipt of discrepancy notification from the County or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of the County. The County further retains the right to pursue any other legal remedies it deems necessary.
- 7.5.25. Revenue share payments, traffic detail reports, billing files, miscellaneous charges/fees and/or reports not containing the required fields, received by the County after the 15th of the month following the traffic month are subject to late charges and/or fines.
- 7.5.25.1. Late charges and/or fines for revenue share payments shall be equal to 5% per month of the revenue share due.
- 7.5.25.2. Late charges and/or fines for daily CDR reporting shall be a fee of \$100.00 per day for any daily CDR reports not submitted by the Vendor, or for each day where the CDR report does not contain all of the fields and information identified above. In the event the daily CDR reports are late or do not contain all of the fields and information identified herein, the County will allow Vendor 1 business day to provide the report(s) or corrected report(s). Should the Vendor fail to remedy the reporting issues to the satisfaction of the County, the County may impose the daily fine until the report issue is resolved by the Vendor.
- 7.5.25.3. Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the 15th day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.
- 7.5.25.4. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.
- 7.5.26. Pursuant to the Federal Communications Commission's (FCC) 2013 Report and Order and Further Notice of Proposed Rulemaking (WC Docket No. 12-375, FCC 13-113), Section III(C) (2)(b) (Site Commission Payments), including footnote #203, the County reserves the right to recoup from Vendor certain administrative and operational expenses ("Cost Reimbursement Payment") in connection with the provision of interstate and/or intrastate inmate telephone services (or both). Such Cost Reimbursement Payment may take the form of a per-minute rate, flat monthly payment, or other fee structure. The Cost Reimbursement Payment shall be due and payable upon receipt of the invoice by the Vendor. The County may accompany the Cost Reimbursement Payment invoice with a supporting report documenting the administrative and operational expenses incurred by the County in association with ITS covered by the Cost Reimbursement Payment.
- 7.5.27. The County does not require a Cost Reimbursement Payment upon execution of the Agreement. In the event the County wishes to utilize its option to implement the Cost Reimbursement Payment, then, at the County request, the County and Vendor shall negotiate in good faith an amendment to the Agreement reasonably acceptable to the County to document the County-imposed Cost Reimbursement Payment. If Vendor and the County are unable to mutually agree on such an Agreement amendment within 30 days of the County's request, then the County may terminate the Agreement at its sole discretion and without penalty or liability to the County, and the County may select another ITS provider.
- 7.5.28. Should a material change in the rules or policies of the FCC applicable to ITS occur following the execution of the Agreement, which change affects (a) the ITS rates permitted to be charged by the Vendor to inmates under the Agreement; (b) the right of the County to recover its ITS costs; or (c) the ability for the County to require Vendor to pay to the County a revenue share, fees (including but not limited to the Cost Reimbursement Payment) or other ITS cost recovery mechanisms, then, at the County's request, Vendor

and the County will negotiate in good faith an amendment to the Agreement reasonably acceptable to the County that enables the County to fully recover its ITS costs in a manner compliant with the change in the FCC's ITS rules or policies. If Vendor and the County are unable to mutually agree on such an Agreement amendment within 30 days of the County's request, then the County may terminate the Agreement at its sole discretion and without penalty or liability to the County, and the County may select another ITS provider.

7.6. VVS Revenue Share, Payment, and Reporting

- 7.6.1. Gross Revenue generated by and through the proposed VVS consists of all revenue share payments, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Vendor that are in any way connected to the provision of VVS services pursuant to this RFP and Agreement. Gross VVS Revenue includes, by way of example and not limitation, all the following: all per minute fees, per session fees and any additional fees and/or charges generated by the completion of all video visitation sessions (remote) additional fees and/or charges added to the total cost of a visiting session or added to the called party's bill or any other compensation received by Vendor.
- 7.6.2. Vendor shall absorb all costs of providing video visitation, both onsite and remote, including the provision of necessary bandwidth, fee collection and accounting.
- 7.6.3. If Vendor receives revenue or compensation, notwithstanding the source, from any third party related to a completed video visitation session between an inmate and an external party, such revenue shall be included in Gross Revenue and a revenue share shall be payable to the County.
- 7.6.4. Any additional fees to be charged to external parties for inmate video visitations sessions from the Facility(s) must be approved by the County prior to implementation. The County and Vendor shall mutually agree on the method for compensation associated with the additional charges/fees due to the County.
- 7.6.5. Any changes to the amount(s) charged to an external party for inmate video visitations sessions with an inmate at the Facility(s), whether charges are assessed by minute or by session, must be approved by the County prior to implementation. The County and Vendor shall mutually agree on the method for compensation associated with the additional charges/fees due to the County.
 - 7.6.5.1. Any changes in amounts charged or additional fees added to the amount that an external party pays to schedule a video visitation session without the express written consent of the County shall incur a fine of \$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
 - 7.6.5.2. The County shall notify Vendor of any unapproved additional fees and/or charges of which the County becomes aware of and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to the County within 30 days.
 - 7.6.5.3. Should the County and Vendor mutually agree that the charges/fees are to be discontinued, Vendor shall refund each external party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
 - 7.6.5.4. Should the County and Vendor mutually agree that the charges/fees will remain, the County and Vendor shall mutually agree on a method for a compensation.
- 7.6.6. A remote video visitation session is deemed complete and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the external party.

- 7.6.6.1. All remote video visitation sessions except those types that are expressly designated by the County as “free” such as, but not limited to, court, medical or consulate sessions, shall be charged and considered part of Gross Revenue.
- 7.6.7. Vendor shall offer a revenue share option for charged remote video visitation sessions between the inmate and end-user in **Appendix B – Rates and Revenue Share**. Vendor must specify all applicable fees as well as the revenue share structure proposed.
- 7.6.8. Private remote attorney video visitation sessions may be charged to the attorney at the general public rate as designated in **Appendix B – Rates and Revenue Share**. No charge shall be made for video visitation sessions between the inmate and a Public Defender.
- 7.6.9. Reports and revenue share payments for VVS are due to the County on or before the 15th day of the month following the activity/session month.
- 7.6.10. Vendor shall provide monthly video visitation detail reports, in CSV format which shall include a detailed breakdown of the activity for all video visitation visits, including but not limited to:
 - 7.6.10.1. Total video visitation sessions by station;
 - 7.6.10.2. Total charged video visitation sessions by station;
 - 7.6.10.3. Total free video visitation sessions by station;
 - 7.6.10.4. Total duration of charged video visitation sessions by station;
 - 7.6.10.5. Total duration of free video visitation sessions by station; and
 - 7.6.10.6. Total revenue generated for video visitation sessions by station.
- 7.6.11. Vendor’s VVS shall provide the capability to export the reports in a mutually agreed upon format.
- 7.6.12. The reports shall be available to the County, its agency partners, or its Designated Agent from all control workstations and remote access computers depending on the user’s access level.
- 7.6.13. Vendor shall provide the County with a sample of its video visitation detail reporting capabilities and provide sample reports with their response.
- 7.6.14. Revenue share payments, usage detail reports, or reports not containing the required fields, received by the County after the date specified above are subject to late charges and/or fines:
 - 7.6.14.1. Late charges and/or fines for revenue share payments shall be equal to 5% per month of the VVS revenue share due;
 - 7.6.14.2. Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the 15th day of the month following the activity/session month or for each report that does not contain all of the fields and information identified above; and
 - 7.6.14.3. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

7.7. Tablet Revenue Share, Payment, and Reporting

- 7.7.1. Gross Revenue generated by and through the proposed Tablet solution consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Vendor and in any way connected to the provision of Tablets pursuant to this RFP and Agreement. Gross Tablet Revenue includes, by way of example and not limitation, all the following: all per minute fees, costs, charges and any additional fees and/or charges generated by the completion of Tablet usage, additional fees and/or charges added to the inmate or called party’s bill or any other compensation received by Vendor.
- 7.7.2. Vendor shall absorb all costs of providing Tablets including the provision of necessary bandwidth, wiring, fee collection.

- 7.7.3. If the Vendor receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Tablet Revenue and Vendor shall pay a revenue share to the County.
- 7.7.4. Any additional fees to be charged to external parties or inmates for the use of Tablets or Tablet applications at the Facility(s) must be approved by the County prior to implementation. The County and Vendor shall mutually agree on the method for revenue share associated with the additional charges/fees due to the County.
- 7.7.5. Any changes to the amount(s) charged to the public or inmate for the use of Tablets or Tablet applications at the Facility(s) must be approved by the County prior to implementation. The County and Vendor shall mutually agree on the method for compensation associated with the additional charges/fees due to the County.
 - 7.7.5.1. Any changes in amounts charged or additional fees added to the amount that an external party or inmate pays for use of Tablets or Tablet applications without the express written consent of the County shall incur a fine of \$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
 - 7.7.5.2. The County shall notify Vendor of any unapproved additional fees and/or charges of which the County becomes aware of and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to the County within 30 days.
 - 7.7.5.3. Should the County and Vendor mutually agree that the charges/fees are to be discontinued, Vendor shall refund each external party or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
 - 7.7.5.4. Should the County and Vendor mutually agree that the charges/fees will remain, the County and Vendor shall mutually agree on a method of compensation.
- 7.7.6. Inmate Tablets provided by Vendor shall be configured to provide certain “free” services to the inmate population at no charge. Such “free” services shall include:
 - 7.7.6.1. Electronic submission of inmate requests and/or grievances;
 - 7.7.6.2. Electronic commissary purchases;
 - 7.7.6.3. Debit purchases (if applicable);
 - 7.7.6.4. Trust/commissary/debit account look-up (if applicable);
 - 7.7.6.5. Inmate handbook;
 - 7.7.6.6. Medical submissions;
 - 7.7.6.7. Inmate notices/bulletins; and
 - 7.7.6.8. Court date/release date information.
- 7.7.7. Payments and reports for Tablets are due to the County on or before the 15th day of the month following the month of activity.
- 7.7.8. Vendor shall provide monthly Tablet detail reports, in CSV format, which shall include a detailed breakdown of the activity for all Tablets, including (if applicable) but not limited to:
 - 7.7.8.1. Facility Name;
 - 7.7.8.2. Facility Identification Number/Site Identification Number;
 - 7.7.8.3. Facility Address, Street, City, State, and Zip;
 - 7.7.8.4. Tablet Identifier (where applicable);
 - 7.7.8.5. Number of incoming electronic messages, Gross Revenue and Revenue Share (per Tablet);
 - 7.7.8.6. Number of outgoing electronic messages, Gross Revenue and Revenue Share (per Tablet);
 - 7.7.8.7. Total Number of electronic messages, Gross Revenue and Revenue Share;
 - 7.7.8.8. Number of Monthly Purchased Transactions (per Tablet);

- 7.7.8.9. Total Number of Monthly Game Downloads (all Tablets);
 - 7.7.8.10. Number of Monthly Music Subscriptions (per Tablet);
 - 7.7.8.11. Total Number of Music Subscriptions or Downloads (all Tablets);
 - 7.7.8.12. Total Gross Revenue Amount;
 - 7.7.8.13. Total Revenue Share Amount; and
 - 7.7.8.14. Traffic Period and Dates.
- 7.7.9. Vendor's user application for the Tablet solution shall provide the capability to export the reports in a mutually agreed upon format agreed to by the County and Vendor.
 - 7.7.10. The reports shall be available to the County from all control workstations and remote access computers depending on the user's access level.
 - 7.7.11. Vendor shall provide the County with a sample report of its Tablet detail reporting capabilities with their response.
 - 7.7.12. Revenue share payments, usage detail reports, or reports not containing the required fields, received by the County after the date specified above are subject to late charges and/or fines:
 - 7.7.12.1. Late charges and/or fines for revenue share payments shall be equal to 5% per month of the Tablet revenue share due;
 - 7.7.12.2. Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the 15th day of the month following the activity month or for each report that does not contain all of the fields and information identified above; and
 - 7.7.12.3. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

7.8. Additional Services Revenue Share, Payment, and Reporting

- 7.8.1. Gross Revenue consists of all revenue share payments, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Vendor that are in any way connected to the provision of additional services contracted by the County pursuant to this RFP and Agreement. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees, per units fees, and any additional fees and/or charges generated by all completed inmate services including, but not limited to, incoming emails, outgoing emails, incoming voice messages, and outgoing voice messages.
- 7.8.2. The County and Vendor shall agree on the method of reporting for all additional services, including format and report(s) content.
- 7.8.3. Due dates for revenue share payments and reports for additional services shall be the 15th day of the month following the activity/usage month.
- 7.8.4. Revenue share payments, usage detail reports, or reports not containing the agreed upon fields, or received by the County after the date specified in are subject to late charges and/or fines.
 - 7.8.4.1. Late charges and/or fines for revenue share payments shall be equal to 5% per month of the additional services revenue share due.
 - 7.8.4.2. Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the 15th day of the month following the activity/session month or for each report that does not contain all of the fields and information identified above.
 - 7.8.4.3. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

7.9. Rate Requirements

- 7.9.1. Vendor must agree to provide the required ITS calling rates, VVS session rates, Tablet transaction rates or other associated applications (“Rate(s)”) as specified in **Appendix B – Rates and Revenue Share** and must be in compliance with California laws and applicable regulations.
- 7.9.2. Before any rate increases or decreases in Rates are implemented, Vendor must submit a written request to receive approval from the County. The County will respond in writing to Vendor’s request.
 - 7.9.2.1. If Vendor decreases the Rates without the written approval of the County, Vendor shall be responsible for paying a revenue share on the Gross Revenue calculated by applying the Rates prior to the unapproved change.
 - 7.9.2.2. If Vendor increases the Rates without the express written approval of the County, Vendor shall be responsible for paying a revenue share on the Gross Revenue calculated by applying the increased Rates. Vendor must also issue refunds to all overcharged end-users or inmates within 10 business days; a list of the issued credits must be provided to the County as documentation. The County will not issue a refund of paid revenue share from Vendor for unapproved rate increases. If Vendor is unable to issue refunds and/or provide the required documentation, Vendor shall issue a payment to the County as concession. The payment amount shall be in the amount of Vendor’s portion of the Gross Revenue generated from the overbilled calls, video sessions and/or Tablet usage.
- 7.9.3. Vendor will implement any rate adjustments requested by the County within 10 calendar days of said request for either the ITS, VVS and/or Tablet systems. The County recognizes that adjusting Rates for the ITS and VVS may be subject to regulatory approval.
- 7.9.4. Vendor shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International. Calls to all other countries shall be rated as International. The calling Rates for both Domestic International and International are specified in **Appendix B – Rates and Revenue Share**.
- 7.9.5. Should Vendor adjust the calling Rates in order to complete a call, Vendor shall incur a fine of \$3.75 per collect call and \$3.15 per pre-paid or debit call. The County shall notify Vendor of any unapproved adjustments in the calling Rates of which the County becomes aware of and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to the County within 30 days.
- 7.9.6. Vendor shall calculate the raw duration of each inmate call and video visitation session in seconds based on the time the call or session is accepted and the time the call or sessions is terminated by the ITS or VVS. For calls and sessions where the duration is at least 10 seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the Rates are applied. If Vendor has a rounding policy for calls less than 10 seconds, Vendor shall indicate as much in its response to this RFP.
- 7.9.7. During the rating process, Vendor shall round the raw calculated call or sessions amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

7.10. Reconciliation

- 7.10.1. From the Effective Date of the Agreement and for a period of 2 years after the termination of the Agreement, upon 10 business day’s written notice, the County shall have the right to examine and/or reconcile Vendor’s information (records, data, revenue share payment records) pertaining to any and all services provided under the Agreement.
- 7.10.2. The County requires Vendor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which revenue share for the ITS,

VVS and Tablet services were derived. The records shall include all traffic/usage detail reports, CDRs, EMI billing files, pre-paid card sales and associated invoices, debit usage reports and associated invoices and revenue share reports during the term of the Agreement.

- 7.10.3. The County reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of the County's sole choice.

7.11. Assignment and Mergers/Acquisition

- 7.11.1. The services to be performed under the Agreement shall not be assigned, sublet or transferred without 30 days advance written notification to the County and then only upon Vendor's receipt of the County's written consent.
- 7.11.2 Vendor shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted. Additionally, if subsequent to this RFP and the award of any contract resulting from this RFP, the Vendor shall merge with or be acquired by another firm, the following documents must be submitted to the County:
- 7.11.2.1 Corporate resolutions prepared by the successful Vendor and new entity ratifying acceptance of the original contract, terms, conditions and process.
 - 7.11.2.2 Surety bond from the new entity per above.
 - 7.11.2.3 New Contractor's Federal Identification Number (FEIN).
 - 7.11.2.4 Additional information deemed necessary by the County.
- 7.11.3 Upon receipt of the County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Vendor.

7.12. Independent Vendor

- 7.12.1. Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing the County to exercise control over the manner or method by which the Vendor or its subcontractor perform under the Agreement. The Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

7.13. Use of Subcontractors

- 7.13.1. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein.

7.14. Termination/Default

- 7.14.1. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

- 7.14.1.1. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.
- 7.14.2. This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Vendor.
- 7.14.3. County may terminate this Agreement in the event Vendor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- 7.14.4. County may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice by County without cause. This right shall not be effective until after the first year of the agreement. Upon receipt of a Notice of Termination, Vendor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.
- 7.14.5. Upon expiration, termination, or cancellation of the Agreement, Vendor shall follow the requirements for transition in accordance with Section **8.3 - Transition**.

7.15. Indemnification

- 7.15.1. The Vendor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Vendor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Vendor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Vendor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.
- 7.15.2. In the event an infringement claim is made or threatened against the County, or injunctive relief is granted to a claimant, Vendor shall (a) obtain the right for the County to continue use of the services; (b) substitute other services of like capability, or (c) replace or modify the services to render them non-infringing while retaining like capability. In the event Vendor is unable to perform any of the above, the County may terminate the Agreement upon sixty (60) days written notice to Vendor and Vendor shall be responsible for all of the County's costs and expenses of whatever nature or kind in connection therewith.
- 7.15.3. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

7.16. Insurance

- 7.16.1. Vendor shall provide evidence of insurance detailed in the Sample Agreement for Services, Article XXIII – Insurance, attached hereto as **Appendix F**.

8. SYSTEM REQUIREMENTS

8.1. Standards

- 8.1.1. Inmate telephone services are to be provided and shall comply with all applicable Federal Communication regulations relating to inmate communication service in correctional facilities.

8.2. Implementation

- 8.2.1. In its response to this RFP, Vendor shall submit an implementation plan, which shall include an installation schedule, for each Facility. The implementation plan shall be included in Vendor's proposal as required by **Section 2.3 – Format Requirements**.
- 8.2.2. Initial installations for the ITS must be completed within 60 days of the effective date of the Agreement and the VVS and Tablets initial installation must be completed within 90 days of the effective date of the Agreement between the County and the selected Vendor. The implementation plan(s) will become a part of the Agreement and must be followed.
 - 8.2.2.1. If any portion of the ITS, VVS, or Tablet installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Vendor may incur liquidated damages in the amount of \$500.00 for each day beyond the installation date until the installation is complete. However, Vendor shall not incur liquidated damages if the cause of the delay is beyond the Vendor's reasonable control.
 - 8.2.2.2. Should Vendor incur liquidated damages, the County will invoice Vendor. Payment of the invoice shall be made to the County within 30 days of Vendor's receipt of the invoice.

8.3. Transition

- 8.3.1. For the initial installation, Vendor will work with the County and the incumbent ITS provider to ensure an orderly transition of services, responsibilities and continuity of the services required by the County.
- 8.3.2. Upon expiration, termination, or cancellation of the Agreement, Vendor shall accept the direction of the County to ensure ITS, VVS, and Tablets services are smoothly transitioned. At a minimum, the following shall apply:
 - 8.3.2.1. At no cost to the County, Vendor shall supply one (1) workstation which shall become the property of the County after expiration, cancellation or termination of the Agreement to allow the County access to all CDRs, call and visitation recordings, documentation, reports, data, and etc. contained in the ITS, VVS, and Tablet systems.
 - 8.3.2.2. Vendor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by the County. Vendor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement. Revenue share will be due and payable by Vendor to the County at the percentage provided in the Agreement until collect, debit and/or pre-paid calls are no longer handled by Vendor.
 - 8.3.2.3. Vendor agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with the ITS, VVS, and Tablets.

8.4. General Installation Requirements

- 8.4.1. Vendor shall be responsible for all costs associated with the installation of the ITS, VVS, and Tablets systems, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.
- 8.4.2. Vendor shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, and Tablets detailed in **Attachment A - Facility Specifications**. The County reserves the right to request additional inmate telephones, standard visitation telephones, video visitation stations, and Tablets during the term of the Contract at no cost.
- 8.4.3. Vendor's ITS, VVS, and Tablets shall not be configured to reside on or use the County's network.
- 8.4.4. Vendor shall install/mount all ITS, VVS, Tablet equipment in accordance with the County's requirements.
- 8.4.5. Vendor shall indicate any environmental conditions required for the proposed ITS, VVS, and Tablets.
- 8.4.6. Vendor shall receive approval from the County prior to making any changes to the phone room at the Facility(s).
- 8.4.7. Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminal within the Facility(s) is at the risk of Vendor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Vendor becomes the County's property upon termination and/or expiration of the Agreement.
- 8.4.8. Vendor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance (EIA/TIA) wiring standards for commercial buildings and must be approved by the Facility(s) maintenance personnel.
- 8.4.9. Vendor shall be responsible for installing all new wiring, cabling and network circuits at no cost to the County to support the provision of the outlined services at no cost to the County.
- 8.4.10. Vendor agrees to obtain the County's written approval before making any physical changes to the Facility(s), such as drilling into walls, floors, ceilings or any other portion of the Facility(s). This includes existing, newly constructed and/or expanded Facility(s).
- 8.4.11. Vendor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment to protect all lines, circuits and equipment used for the ITS, VVS, and Tablets.
- 8.4.12. Vendor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for both the ITS, VVS, and Tablets to ensure there is no loss of audio or video recordings or real time call data in the event of a power failure.
 - 8.4.12.1. Vendor shall indicate the number of hours of back-up power that the provided UPS components supply to each system.
- 8.4.13. A separate power supply shall not be required for the ITS, VVS, and Tablets. A power source will be made available for the ITS, VVS, and Tablets.
- 8.4.14. Installation of all telephones, cabling, video visitation stations, Tablets, and related equipment shall be accomplished during normal business hours at the Facility(s) or as otherwise specified by the Facility Administrator.
- 8.4.15. Vendor shall install, repair, and maintain all Vendor-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the

- Facility(s). All Vendor-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of the Vendor.
- 8.4.16. Vendor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the County, no equipment, inventory or spare parts shall be stored by Vendor at the Facility(s).
 - 8.4.17. Vendor shall correct any damage to the County's property caused by maintenance or installation associated with the ITS, VVS, and Tablets, including repairs to walls, ceilings, etc.
 - 8.4.18. Vendor shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation for either the ITS, VVS, or Tablets.

8.5. System Specific Installation Requirements

8.5.1. Inmate Telephone System

- 8.5.1.1. Vendor shall supply details of Vendor's proposed ITS which shall include, but not be limited to: system version (if Vendor uses multiple ITS versions and/or releases), system design (centralized vs. premise based), technical specifications, software applications, hardware architecture and networking capabilities.
 - 8.5.1.1.1. Include a diagram demonstrating the proposed ITS solution.
- 8.5.1.2. Indicate the physical size of the ITS equipment to be installed at the Facility(s) and provide a diagram or visual aid.
- 8.5.1.3. All telephone equipment provided shall be fully operational at the time of the initial installation.
- 8.5.1.4. The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in **Appendix A – Facility Specifications**.
 - 8.5.1.4.1. Vendor shall install all new telephone equipment even if the selected Vendor is the incumbent Vendor.
 - 8.5.1.4.2. All telephone equipment shall be powered by the telephone line, not require an additional power source
 - 8.5.1.4.3. The telephones must not contain any exterior removable parts.
 - 8.5.1.4.4. All telephone sets shall include volume control.
- 8.5.1.5. Include a description, as well as visual aids, of the inmate and standard visitation telephone sets, TDD units and cart/portable sets proposed for installation at the Facility(s).
- 8.5.1.6. Vendor shall place placards containing dialing instructions in English, Spanish and Braille on each telephone. Placards shall be replaced each time an inmate telephone set is replaced.
- 8.5.1.7. At no cost to the County, Vendor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed or expanded Facility(s).
 - 8.5.1.7.1. If the installation of the additional telephones (inmate and visitation) is not completed within 30 days, Vendor may incur liquidated damages in the amount of \$500.00 for each day beyond the 30-day installation date until the installation is complete.
 - 8.5.1.7.2. Should Vendor incur liquidated damages, the County will invoice Vendor. Payment of the invoice shall be made to the County within 30 days of Vendor's receipt of the invoice.
 - 8.5.1.7.3. Vendor shall not incur liquidated damages if the cause of the delay is beyond the Vendor's reasonable control.

- 8.5.1.8. Upon completion of the initial installation and any ongoing installations, Vendor shall provide The County with a list of telephone numbers, equipment specifications and locations of each device/unit.

8.5.2. Video Visitation System

- 8.5.2.1. Vendor shall supply details of Vendor's proposed VVS which shall include, but not be limited to: hardware components, software applications, hardware architecture, proposed cabling, and bandwidth parameters.
 - 8.5.2.1.1. Include a diagram demonstrating the proposed VVS solution.
- 8.5.2.2. Vendor must indicate the physical size of the VVS equipment to be installed at the Facility(s) and provide a diagram or visual aid.
- 8.5.2.3. Video visitation stations shall not compromise the County's local area network or security. The video visitation units are to be placed on a virtual or separate network with port locks and firewall rules in place.
- 8.5.2.4. Vendor shall be responsible for providing and installing tamper-resistant and durable video visitation stations suitable for a correctional environment.
- 8.5.2.5. Vendor shall include images of VVS stations or components of the proposed system.
- 8.5.2.6. Vendor shall provide detailed information and specifications for each of the hardware components, software applications and additional products for the VVS.
 - 8.5.2.6.1. The video visitation stations shall not include any removable parts.
 - 8.5.2.6.2. The video visitation stations shall include volume control.
- 8.5.2.7. Upon installation of the VVS, Vendor will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.
- 8.5.2.8. The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.
- 8.5.2.9. Upon completion of the initial installation and any ongoing installations, Vendor shall provide the County with a list of inmate and visitor video visitation units, specifications, and location of each unit.

8.5.3. Tablets

- 8.5.3.1. Vendor shall provide a detailed description of the Tablets, including the security features that make the Tablets suitable for use in a correctional facility.
 - 8.5.3.1.1. Tablets shall be suitable for a correctional environment, sturdy, vandal and tamper resistant, and be enclosed in a durable, sealed case.
 - 8.5.3.1.2. Include a diagram demonstrating the proposed Tablet solution.
- 8.5.3.2. Tablets shall include:
 - 8.5.3.2.1. A shatter-proof, correctional-grade case preventing inmates from accessing interior components;
 - 8.5.3.2.2. 7" or larger touch screen with high definition resolution;
 - 8.5.3.2.3. Memory of 8Gb or more;
 - 8.5.3.2.4. Audio in/out jack;
 - 8.5.3.2.5. Charging power port;
 - 8.5.3.2.6. On/Off and Volume buttons; and
 - 8.5.3.2.7. Locked bootloader.
- 8.5.3.3. Inmates shall not have access to settings feature, factory reset, web browser, external applications, or be allowed to tether.

- 8.5.3.4. Vendor shall supply details of Vendor's proposed Tablets to be provided to the County at no cost which shall include, but not be limited to: related equipment, hardware, software, and network components.
- 8.5.3.5. Vendor shall include a description, as well as visual aids, of the Tablets, charging stations, and any related equipment proposed for installation at the Facility(s).
- 8.5.3.6. Vendor must indicate the physical size of the Tablets and related equipment to be installed at the Facility(s).
- 8.5.3.7. If Tablets have wireless connectivity, explain the security features that prevent the inmate from accessing an external wireless network.
- 8.5.3.8. If applicable, Vendor shall provide detailed information including visual aids and any associated costs on a functional set of correctional-grade earbuds to be provided by Vendor for each Tablet to minimize disruption caused by inmates accessing music and/or other entertainment via the Tablets.
 - 8.5.3.8.1. Vendor shall ensure earbuds are designed in accordance with typical correctional security with environmental concerns, including suicide prevention.
- 8.5.3.9. Placards containing Tablet instructions in English and Spanish shall be placed adjacent to all Tablet charging stations (if applicable). Vendor shall replenish placards at the request of the County or on an as-needed basis at no cost to the County.
- 8.5.3.10. Vendor shall provide informational flyers/posters outlining all Tablet services/offerings and the cost of these services to post at the County's Facility(s) at no cost to the County.
- 8.5.3.11. Vendor shall provide a list and description of all applications, functions, and features available via Tablets.
- 8.5.3.12. Prior to the initial implementation, and any time during the course of the RFP or Agreement, the County reserves the right to review and approve the list of any and all applications accessible via the Tablets.
 - 8.5.3.12.1. Vendor shall prohibit access via Tablets to games that include 'multi-player' functionality, allowing inmates to interact with other human game users. Functionality of such games shall be limited to playing against "virtual" opponents/gamers.
 - 8.5.3.12.2. Vendor shall ensure all approved games accessible through Tablets shall provide no mechanism for communicating with any other individual entity or individual, within or outside the County's Facility(s).
- 8.5.3.13. Tablet system shall have the capability to alert the County's administration of specific pre-set criteria in Vendor's user application.
- 8.5.3.14. Tablets must provide specific tracking information for inmate activities and patterns by, at a minimum, the following criteria:
 - 8.5.3.14.1. Inmate ID and name;
 - 8.5.3.14.2. Sender name;
 - 8.5.3.14.3. Facility and housing location;
 - 8.5.3.14.4. Date and time of usage;
 - 8.5.3.14.5. Detailed transaction activity;
 - 8.5.3.14.6. Tablet identifier; and
- 8.5.3.15. Vendor's user application shall provide the capability to customize reports in a format mutually agreed upon by the County and Vendor at no cost.
- 8.5.3.16. Vendor agrees to repair and/or replace any damaged, malfunctioning or defective Tablets upon notification from the County, at no cost to the County.

- 8.5.3.17. Upon completion of the initial installation and any ongoing installations, Vendor shall provide the County with a list of Tablets, charging stations, equipment specifications, and locations of each device.

8.6. ITS and User Application Specifications

- 8.6.1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, international calling, and audio recording of visitation sessions.
- 8.6.2. Vendor shall provide a sufficient bandwidth to ensure inmates are allowed to place calls 99.9% of the time. The County reserves the right to require Vendor to revise its configuration should the initial configuration installed by Vendor result in inmate complaints for poor signal or unavailable service. Such configuration changes shall be completed by Vendor at no cost to the County.
- 8.6.3. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Vendor shall accept the County's reasonable decision regarding whether the reception quality is acceptable.
- 8.6.4. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation. Voice recognition is not an acceptable method for positive acceptance.
- 8.6.5. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing, etc. Vendor shall provide information on how the proposed ITS will be able to meet this requirement.
- 8.6.6. The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Vendor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 8.6.7. With each call, the ITS must provide an automated message to advise the called party that:
 - 8.6.7.1. That the call is coming from a correctional facility;
 - 8.6.7.2. The call is coming from a specific inmate; and
 - 8.6.7.3. The call may be monitored and recorded.
- 8.6.8. With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.
- 8.6.9. The ITS shall be able to accommodate the following for recording and playback of an inmate's name to the called party:
 - 8.6.9.1. The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. The County requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
- 8.6.10. Vendor shall indicate the number of times the ITS plays the call acceptance information to the called party and whether the called party may interrupt the prompts by selecting a digit on the keypad. Vendor shall provide a script of the call acceptance information provided to the called party.
- 8.6.11. The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated. Vendor shall indicate whether the called party will be able to select the preferred language for call prompts.
- 8.6.12. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. Vendor shall provide a list of the available

recordings as well as a complete description of each. The County reserves the right to request Vendor to modify/revise the recordings at any time during the Agreement at no cost to the County and within 30 days of the request.

- 8.6.13. The ITS shall allow free local telephone calls using the intake/booking inmate telephones at each Facility at the time of booking only. After a PIN is assigned, all other calls shall be collect, prepaid collect or debit calls unless the called number is designated as a free call in the ITS.
- 8.6.14. The ITS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by the County, shall be provided at no cost to the County. Vendor shall accept the County's direction for how pro bono calling services are configured via the ITS.
- 8.6.15. The County reserves the right to enter free numbers in the ITS as deemed appropriate by the County and without the assistance of Vendor.
- 8.6.16. Vendor shall provide reverse lookup technology for calls completed via the ITS and at no cost to the County. Vendor shall indicate whether this technology is integrated into the ITS.
- 8.6.17. Vendor shall provide information on any security configurations available within the ITS to prevent fraud relative to automated phone trees (e.g. inmates pressing digits and getting to a live operator, etc.).
- 8.6.18. Following the dialing sequence, Vendor shall indicate whether the ITS can be configured to:
 - 8.6.18.1. Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.).
- 8.6.19. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- 8.6.20. The ITS shall be able to program a specific speed dial to selected telephone numbers determined by the County, at no cost, and without the assistance of Vendor.
- 8.6.21. The ITS user application shall allow the County to query the CDRs for inmate activities and calling patterns.
- 8.6.22. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
 - 8.6.22.1. Inmate Name (First, Last);
 - 8.6.22.2. Inmate Personal Identification Number;
 - 8.6.22.3. Record Identifier;
 - 8.6.22.4. Date Range (Start Date/Time and End Date/Tim);
 - 8.6.22.5. Facility(s);
 - 8.6.22.6. Called Number;
 - 8.6.22.7. Originating Number;
 - 8.6.22.8. Station Port;
 - 8.6.22.9. Station Name;
 - 8.6.22.10. Call Type;
 - 8.6.22.11. Bill Type;
 - 8.6.22.12. Duration (minimum and maximum);
 - 8.6.22.13. Call Amount;
 - 8.6.22.14. Flagged Calls;
 - 8.6.22.15. Monitored Calls;
 - 8.6.22.16. Recording Type;
 - 8.6.22.17. Completion Type;
 - 8.6.22.18. Termination Type;
 - 8.6.22.19. Validation Result;
 - 8.6.22.20. Pre-Paid Card ID Number;

- 8.6.22.21. Phone Group(s);
 - 8.6.22.22. Visitation Phone(s); and
 - 8.6.22.23. Custom Search.
- 8.6.23. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
- 8.6.23.1. Call Statistics by Date Range;
 - 8.6.23.2. Frequently Called Numbers;
 - 8.6.23.3. Frequently Used Personal Identification Numbers;
 - 8.6.23.4. Commonly Called Number;
 - 8.6.23.5. Call Detail Report;
 - 8.6.23.6. Gross Revenue Report by Date Range;
 - 8.6.23.7. Facility Totals and Statistics;
 - 8.6.23.8. Called Party/Number Accepting Report;
 - 8.6.23.9. Fraud/Velocity Report;
 - 8.6.23.10. Total Calls;
 - 8.6.23.11. Calling List (PAN) Report;
 - 8.6.23.12. Pre-Paid Card Report;
 - 8.6.23.13. Debit Usage Report;
 - 8.6.23.14. Debit Balance and Funding Report;
 - 8.6.23.15. Pre-Paid Card Balance Report;
 - 8.6.23.16. Bill and Call Type Distribution;
 - 8.6.23.17. Phone Usage;
 - 8.6.23.18. Reverse Look-Up;
 - 8.6.23.19. User Audit Trail; and
- 8.6.24. The ITS user application shall allow the County to export the reports in a format selected by the County (.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Vendor is able to meet this requirement.
- 8.6.25. The ITS shall have the capability to customize reports in a form mutually agreed upon by the County and Vendor.
- 8.6.26. Vendor's ITS user application shall at a minimum allow:
- 8.6.26.1. The creation, modification and deactivation of user accounts;
 - 8.6.26.2. The creation, modification and deactivation of inmate accounts;
 - 8.6.26.3. The creation and modification of telephone numbers in the ITS;
 - 8.6.26.4. Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
 - 8.6.26.5. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - 8.6.26.6. Block/unblock telephone numbers without the assistance of Vendor; and,
 - 8.6.26.7. Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- 8.6.27. Vendor shall indicate whether the ITS has the capability to allow the County to create, view and track service tickets associated with the ITS or Facility(s).
- 8.6.28. Vendor shall ensure continuous diagnostics and supervision for call processing and call recording. Vendor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc. Vendor shall provide detailed information on the frequency Vendor performs remote diagnostics and troubleshooting processes which shall include failure reports, alarms, service history and other steps taken.
- 8.6.29. The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in

wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS).

- 8.6.29.1. At no cost to the County, Vendor shall provide the number of TDD telephones, ports and VRS units specified in **Appendix A – Facility Specifications**.
- 8.6.29.2. Vendor must indicate how the TDD telephones work with the proposed ITS.
- 8.6.29.3. TDD telephones shall be able to work with all inmate telephones at the Facility(s).
- 8.6.29.4. Vendor shall provide detail on how TDD and VRS calls can be recorded and monitored.
- 8.6.29.5. Vendor shall provide detail on how call controls configured in the ITS are preserved for calls placed via a relay service (e.g. blocked telephone numbers, etc.).
- 8.6.29.6. Vendor shall indicate which VRS provider Vendor will contract with to provide services and indicate how the VRS requirements will be fulfilled.
- 8.6.29.7. Vendor shall supply a wireless connection to allow for portability in which to conduct the VRS services.
- 8.6.29.8. Vendor shall indicate whether TDD or VRS calls can be billed. If so, Vendor shall provide detailed information on the billing process used for TDD calls.
- 8.6.29.9. Should ADA regulations change, Vendor agrees to make any necessary modifications to meet the new requirements at no charge to the County.
- 8.6.30. Vendor shall be able to establish an informant line at no cost to the County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by the County. Vendor shall accept the County's direction for how the informant line is configured through the ITS.
- 8.6.31. Vendor shall work with the County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Vendor shall:
 - 8.6.31.1. Route free calls via the ITS to a destination provided and designated by the County which may be the same as that used for the County informant line; and
 - 8.6.31.2. At no cost to the County, provide a telephone line to the County dedicated for PREA calls to which the calls will be routed as free.

8.7. ITS Security Features

- 8.7.1. The ITS shall prohibit:
 - 8.7.1.1. Direct-dialed calls of any type;
 - 8.7.1.2. Access to a live operator for any type of calls;
 - 8.7.1.3. Access to "411" information services;
 - 8.7.1.4. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
 - 8.7.1.5. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 8.7.2. The ITS shall prevent call collision or conference calling among telephone stations.
- 8.7.3. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). The County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
 - 8.7.3.1. At demarcation location;
 - 8.7.3.2. Central control; and
 - 8.7.3.3. By select housing units.
- 8.7.4. The ITS shall not accept any incoming calls. Vendor shall work with the LEC to ensure such control.
- 8.7.5. Vendor shall provide a detailed explanation of the information displayed on the called party's caller ID each time a call from the Facility(s) is placed.

- 8.7.6. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc. Vendor shall provide a list of the available pre-recorded announcements. Vendor shall describe its process for adjusting the duration of the call or excluding the pre-recorded announcements from the cost of a call.
- 8.7.7. The ITS, upon detection of a three-way call, forwarded call, conference call, etc. shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
- 8.7.8. Indicate whether the ITS plays a message to the inmate and/or the called party prior to terminating the call.
- 8.7.9. Specify the method used by Vendor to detect three-way calls, specifically if the called party is utilizing a cell phone to place the three-way call.
- 8.7.10. The ITS shall allow the called party to block their telephone number during the call acceptance process.
- 8.7.11. As specified by the County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
- 8.7.12. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facility(s) is specified in **Appendix A – Facility Specifications**.

8.8. Personal Identification Number Application

- 8.8.1. The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS.
- 8.8.2. The ITS must interface with the Facilities’ Jail Management System (JMS). The JMS provider is Tracnet. The JMS contact is Kip Rolle and his contact number is 650-575-9157. It is the Vendor’s responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Vendor will be able to meet the PIN requirements listed below with the initial implementation. Vendor shall submit in its response to this RFP documentation confirming Vendor contacted the JMS to establish a business relationship and identify the requirements necessary to interface with the JMS.
 - 8.8.2.1. The interface shall allow for information to be freely transferred from one system to another. Vendor shall work with the JMS to ensure that PIN and inmate information can be successfully shared by the systems. The County shall not be responsible for paying any amount associated with the required interface.
 - 8.8.2.2. Inmate information, including the PIN shall be sent to the ITS, VVS, and Tablet systems in real-time using the required interface.
 - 8.8.2.3. The County currently utilizes a 6-digit PIN which is generated by the JMS and sent to the ITS via a systems interface, and ITS provider appends a 4-digit security code to the end of the PIN.
- 8.8.3. The PIN application shall include all of the following features and functionalities.
 - 8.8.3.1. The capability to provide collect, pre-paid, debit, free and speed dial calling utilizing a 6-digit PIN.
 - 8.8.3.2. The capability to receive, accept and apply or strip alphanumeric characters in an inmate’s ID.
- 8.8.4. The capability of accommodating any/all of the following options for how PINs are received and/or generated by the ITS, VVS and Tablets:
 - 8.8.4.1. JMS generates and sends the complete PIN to the ITS, VVS and Tablets systems. The ITS, VVS and Tablet stores the complete PIN;

- 8.8.4.2. JMS generates and sends to the ITS, VVS, and Tablet systems an inmate ID along with additional inmate data. The ITS, VVS and Tablet systems store the inmate ID and utilizes the additional inmate data to create the complete PIN;
- 8.8.4.3. The ITS, VVS, and Tablet systems accepts a manually entered PIN.
- 8.8.5. The interface between the JMS and ITS, VVS and Tablets shall automatically update the status of the PIN based on the inmate's status in the JMS (e.g. newly booked, transferred, released, etc.).
- 8.8.6. The ITS, VVS and Tablets shall be capable of accepting a bulk data import of existing PIN information from the incumbent Vendor.
- 8.8.7. PINS shall not be required for booking/intake phone(s).
- 8.8.8. Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from a designated Facility or group of inmate telephones located at the Facility(s).
- 8.8.9. The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS, VVS and Tablet system and the user making the change.
- 8.8.10. Should the County change Commissary or JMS providers at any point and require an interface with the new provider to accommodate use of PINs, Vendor shall be responsible for all interface costs.
- 8.8.11. Although the County does not currently utilize personal allowed number lists, the ITS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with each PIN.
 - 8.8.11.1. PANs shall allow a set quantity of approved telephone numbers for each PIN.
 - 8.8.11.2. The quantity of approved telephone numbers within a PAN shall be configurable.
 - 8.8.11.3. Vendor shall indicate whether the quantity of approved telephone numbers within a PAN can be configured by PIN.
 - 8.8.11.4. Vendor shall indicate whether the proposed ITS is capable of documenting all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp, etc.).
 - 8.8.11.5. ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.
 - 8.8.11.6. Vendor shall indicate whether the ITS is capable of auto-enrolling PANs to avoid manual entry.
 - 8.8.11.7. Vendor shall indicate whether the ITS can accommodate a specific timeframe (e.g. quarterly, monthly, every 120 days, etc.) for allowing PAN updates/changes.

8.9. ITS Monitoring, Recording, and Data Requirements

- 8.9.1. The ITS shall be capable of monitoring and recording all inmate and visitation calls from any telephone within the Facility(s) unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege.
- 8.9.2. The ITS shall be able to exclude restricted or privileged calls (attorney-client calls) and visitation sessions and clearly designate non-recorded calls/visitation sessions within the ITS user application.
 - 8.9.2.1. In the event a properly designated do-not-record call or visitation session is recorded, the County shall charge Vendor \$300.00 in liquidated damages for each instance where the ITS records a restricted or privileged call or visitation session.
- 8.9.3. The ITS shall allow designated users at the Facility(s) to play back a recorded call/visitation session or a call in progress (e.g. live monitoring) via the ITS user application.

- 8.9.4. The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
- 8.9.5. The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
- 8.9.6. Live monitoring shall allow the County to view, at a minimum, the following information in chronological order. Vendor shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused while listening.
 - 8.9.6.1. Call Start Time;
 - 8.9.6.2. Facility(s);
 - 8.9.6.3. Phone Location Name;
 - 8.9.6.4. Inmate Name;
 - 8.9.6.5. Inmate PIN;
 - 8.9.6.6. Called Number;
 - 8.9.6.7. Called City, State;
 - 8.9.6.8. Call Type;
 - 8.9.6.9. Bill Type;
 - 8.9.6.10. Call Status;
 - 8.9.6.11. Duration; and
 - 8.9.6.12. Voice Verification (if applicable).
- 8.9.7. All CDRs, including all attempted and completed calls, call recordings, and visitation sessions shall be stored online for the life of the Agreement and stored offline for a minimum period of 2 years following the expiration or termination of the Agreement and any Addenda and/or Amendments.
- 8.9.8. Vendor shall provide a detailed description of its proposed method for storing CDRs and call recordings/visitation sessions, to include information on Vendor's data redundancy practices. Vendor shall provide detailed information of its offline storage process.
- 8.9.9. Vendor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to the County throughout the life of the Agreement and any renewal terms.
- 8.9.10. Vendor shall pay the County liquidated damages in the amount of \$300.00 per each instance wherein the County suffers one or more lost, unrecoverable or un-useable recording(s). The County agrees to notify Vendor of such instances and provide up to 7 days per instance for Vendor to produce the call recordings. Vendor shall be notified of the total amount due via written notice from the County. The County will invoice Vendor and payment shall be due within 30 days of Vendor's receipt of invoice.
- 8.9.11. At no cost to the County, Vendor shall provide 2 workstations, 1 for each Facility, working real-time with the ITS, for such monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent).
- 8.9.12. In addition to Vendor-provided workstation, and at the request of the County, Vendor shall provide remote access with the same features and functionalities, permitted by the user's level of access, available on the onsite the County workstation. Upon expiration, cancellation, or termination of the Agreement, the workstation shall become property of the Customer to allow access to all CDRs, call and visitation recordings, documentation, reports, data, and etc.
- 8.9.13. For the term of the Agreement, the County shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.
- 8.9.14. The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination. Vendor shall include detailed information on the ITS alert application and it

- shall include, at a minimum, the types of alerts available (cell phone, SMS text, email, etc.), and whether a security PIN for accessing the live call/visitation session is required.
- 8.9.15. The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording. Vendor shall provide a detailed description of the process for transferring/copying/exporting recordings.
 - 8.9.16. The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
 - 8.9.16.1. Provide a listing of any other file types allowed by the ITS.
 - 8.9.16.2. Indicate whether the copying/burning process is built into the ITS user application or whether the ITS uses an external application/software.
 - 8.9.17. If so requested by the County, Vendor shall provide onsite storage for call recordings in addition to storage on the Vendor's centralized solution.

8.10. Security

- 8.10.1. All Vendor employees shall obtain, at Vendor's cost, the appropriate personnel background security clearance prior to arrival at the Facility(s). All Vendor employees will comply with the County's policies and procedures. Entry to the Facility(s) is subject to the approval of the County's Facility Administrator.

8.11. Training

- 8.11.1. Vendor shall provide onsite training for ITS, VVS and Tablets to the County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the County. Training manuals shall be provided to the County's staff at all training meetings and will become the property of the County.
- 8.11.2. When requested by the County, informational pamphlets shall be available to inmates and end-users and shall describe the applicable features and functionalities of the ITS, VVS and/or Tablets.
- 8.11.3. Vendor will also provide full documentation for all ITS, VVS and Tablet features and documentation for any and all added technology features that result from this RFP and Agreement.

8.12. Upgrades and Performance Process

- 8.12.1. Vendor shall provide the County with written notice, including detailed information, of any new ITS, VVS and Tablet software upgrades or additional features to be added to either system, within 30 days of the introduction of the new software or features into the industry.
- 8.12.2. Vendor shall provide the County with ITS, VVS, and Tablets software upgrades as they become available. All upgrades must be within 1 release of the newest operating system and provided to Customer at no additional cost.
- 8.12.3. Vendor shall adhere to the following performance process when upgrading the ITS, VVS and Tablet software, equipment, or performing any changes to either system at the Facility(s). Any deviation from this process may result in liquidated damages incurred by Vendor. Such liquidated damages will be equal to \$300.00 per occurrence. Vendor shall be notified of the total amount due via written notice from the County. The County will invoice Vendor and payment shall be due within 30 days of Vendor's receipt of invoice.
- 8.12.4. Vendor shall perform extensive testing on all system changes or upgrades to the ITS, VVS and Tablets prior to introducing them to the County. At a minimum, this shall include the following:
 - 8.12.4.1. Extensive testing on systems identical to the ITS, VVS and Tablets at the facilities;

- 8.12.4.2. Circuit testing;
 - 8.12.4.3. Configuration / setting preservation testing;
 - 8.12.4.4. Call processing;
 - 8.12.4.5. International calling;
 - 8.12.4.6. Debit/pre-paid card calling;
 - 8.12.4.7. Usage of Tablet applications;
 - 8.12.4.8. Video visitation sessions for both video and audio; and
 - 8.12.4.9. Configuration / setting preservation testing.
- 8.12.5. Vendor shall provide the County with written details regarding any change to voice prompts, dialing or video visitation procedures.
 - 8.12.6. Vendor shall receive written permission from the County, before scheduling or proceeding with any functionality changes to the ITS, VVS or Tablets at the Facility(s), especially if the changes will cause an interruption in service.
 - 8.12.7. The County, at its option, shall have a minimum of 2 weeks to notify inmates at the Facility(s) of any ITS, VVS and/or Tablet changes that affect the inmates.
 - 8.12.8. Vendor shall work with the Facility(s) to schedule all changes and/or upgrades during a time when the ITS, VVS and Tablet systems are not being used regularly by the inmates. Vendor shall coordinate a convenient time and day with the County to implement the changes or upgrades to avoid an interruption in service.
 - 8.12.9. Vendor shall coordinate the presence of a technician at the Facility(s) on the day of implementation to place test calls and ensure systems are functioning properly.
 - 8.12.10. All said changes shall be made by Vendor at no cost to the County.

8.13. Video Visitation Service

- 8.13.1. The County will be offering onsite, site-to-site, and remote video visitation sessions to the inmates and general public. All visits will be in accordance with the rules and regulations set forth by the County.
- 8.13.2. Vendor may recommend an alternative number of video visitation stations after the Facility(s) visit, if Vendor chooses to attend, and may include alternative recommendations in their response to this RFP.
- 8.13.3. The County reserves the right to reject any and all Vendor alternative recommendations for the number of video visitation stations and require the specified number(s) identified in **Appendix A – Facility Specifications**.
- 8.13.4. Vendor shall describe, in non-technical terms, the technology solution for video visitation. Vendor should identify unique or distinctive features of its products and services.
- 8.13.5. The VVS shall consist of hardware, firmware and software designed to enable the County to initiate, control, record, retrieve and monitor video visitation sessions.
- 8.13.6. The proposed VVS shall provide all operational features and system requirements applicable to all video visitation visits placed through the system, including inmate to general public, inmate to court, and inmate to attorney visits.
- 8.13.7. The VVS must provide high-quality audio and video while meeting the industry quality standards.
- 8.13.8. Vendor shall provide the County with 2 control workstations, one for each Facility, working real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, 60-inch flat screen monitor, built in speakers, mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent).
- 8.13.9. The VVS must all allow each facility to establish an approved visitor list by inmate.
- 8.13.10. The County requires the VVS to complete onsite video visitation sessions at no cost to the general public or inmate.
- 8.13.11. Vendor shall specify how trouble tickets are opened and tracked for the VVS.

- 8.13.12. The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations. The County must be able to shut down the VVS via the control workstation and/or VVS user application. Vendor shall provide details on the shutdown process for:
 - 8.13.12.1. A single visitation station;
 - 8.13.12.2. The visitation stations in a particular unit;
 - 8.13.12.3. All visitation stations in a specific area; and
 - 8.13.12.4. All visitation stations for the Facility(s).
- 8.13.13. The VVS shall be capable of limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits per inmate per week or month.
- 8.13.14. Vendor must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow the County the same features and functionalities, permitted by the user's level of access, available on the control workstation.
- 8.13.15. Vendor shall specify if the VVS can display upcoming and running visit information on one or multiple monitors and/or stations that automatically refresh.
- 8.13.16. Vendor shall specify if the VVS has the capability to allow the County to configure information for display on the visitation stations.
- 8.13.17. Vendor shall specify if the VVS has the capability to display upcoming daily visit information on the inmate station screens, i.e. inmate name, time of visit, etc.
- 8.13.18. Vendor shall specify if the VVS has the capability to allow the County to hide assigned visitor station(s) number until the visitor has checked in.

8.14. Registration for the VVS

- 8.14.1. Vendor shall list any methods or options available for verification of the visitor's identity to begin the registration process and to schedule a visit.
- 8.14.2. Vendor shall specify if the VVS has the capability to set the age requirements for visitors during the registration and scheduling process.
- 8.14.3. Vendor shall indicate what fields are mandatory for visitor registration.
- 8.14.4. The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with the County's visitation policies as part of the registration and scheduling process.
- 8.14.5. The proposed VVS must have the capability to allow for the general public to access the VVS via a web based software application to register, schedule, make payment for, conduct or cancel remote video visitation sessions.
- 8.14.6. List any specific requirements needed by individuals in order for them to use the VVS to accommodate the remote video visits including, but not limited to bandwidth minimums, equipment, software, and supported browsers.
- 8.14.7. Vendor shall provide internet test capability to remote video visitors.
- 8.14.8. Vendor shall specify if the VVS has a public registration and scheduling module specifically designed for touchscreen lobby kiosks.
- 8.14.9. Vendor shall specify if the VVS stations/kiosks used by visitors have the capability to capture pictures of visitors and their IDs and store them within the application for authenticating visitors during visits.
- 8.14.10. Vendor shall describe in detail all methods by which the public can register to schedule a video visit.

8.15. Scheduling for the Video Visitation Services

- 8.15.1. VVS shall have a web-based scheduling application allowing visitors (public and professional) for scheduling visits using a standard internet browser and internet connection.
- 8.15.2. Vendor shall specify if the VVS has the capability to allow the County to establish and manage approved visitor lists for the Facility(s), selected housing units, and/or selected inmates.
- 8.15.3. The VVS shall have the capability to:
 - 8.15.3.1. Allow the County to schedule visits for a particular inmate, station, and date and time; and
 - 8.15.3.2. Schedule a “no visitations” event with customizable durations for an inmate, station, station group, and/or housing unit.
- 8.15.4. Vendor shall specify if the VVS has the capability of allowing the County to create the following restrictions with customizable durations:
 - 8.15.4.1. Restrict a visitor from visiting certain inmate(s);
 - 8.15.4.2. Restrict an inmate from visiting a minor;
 - 8.15.4.3. Restrict an inmate from visiting ALL visitors;
 - 8.15.4.4. Restrict a visitor from visiting ALL inmates;
 - 8.15.4.5. Restrict an inmate from having remote video visits (onsite video visits only);
 - 8.15.4.6. Restrict an inmate from visiting at the same time as another inmate; and
 - 8.15.4.7. Restrict a visitor from visitation at the same time as another visitor.
- 8.15.5. The VVS shall allow the County to designate a visitor as being an attorney (or other professional) type of visitor.
- 8.15.6. Vendor shall specify if the VVS:
 - 8.15.6.1. Allows for public and attorney (or other professional) type scheduling available in Spanish;
 - 8.15.6.2. Has the capability to allow the County staff to schedule visits on behalf of visitors, either for onsite or remote video visits;
 - 8.15.6.3. Can be configurable to allow different scheduling rules for the County staff scheduling visits versus public scheduling remote video visits;
 - 8.15.6.4. Has the capability to allow the County staff to conduct an unscheduled visit where the inmate and visitor’s information is not required;
 - 8.15.6.5. Has the capability to allow for smart phone scheduling. If the VVS currently does not have this capability, Vendor shall provide information on its research and development progress;
 - 8.15.6.6. Has a public scheduling module specifically designed for touchscreen lobby kiosks; and
 - 8.15.6.7. Has an optional inmate scheduling capability for inmates to schedule and review schedules from in-pod kiosks.
- 8.15.7. Vendor shall specify:
 - 8.15.7.1. If a visitor has the capability to login using their unique visitor ID or their email address and password; and
 - 8.15.7.2. If the VVS has an ID card reader which can read magnetic-stripe or 2-D barcode for any state-issued ID and if the card reader can populate the VVS with name, date of birth, address, and ID number of visitor.
- 8.15.8. The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. Vendor shall specify if the VVS has the capability to automatically attempt to reschedule all visits associated with the inmate if the inmate has changed housing units.
- 8.15.9. The VVS shall have the capability to automatically cancel all visits associated with an inmate if the inmate gets released.

- 8.15.10. The VVS shall be capable of sending the general public an email notification confirming the scheduled or canceled visit. VVS shall indicate if it is capable of sending an automated phone message to the general public if a visit is cancelled.
- 8.15.11. Vendor shall provide detailed information on the automatic-scheduler feature for the proposed VVS. Additionally, Vendor shall explain how its system will prevent scheduling conflicts for visitation sessions.

8.16. Reporting and Tracking for the VVS

- 8.16.1. The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
 - 8.16.1.1. Inmate ID number;
 - 8.16.1.2. Inmate name;
 - 8.16.1.3. Visitor name;
 - 8.16.1.4. Date and time of visit;
 - 8.16.1.5. Inmate video visitation station; and
 - 8.16.1.6. Daily, weekly and monthly visit statistics.
- 8.16.2. Vendor shall specify if the VVS has the capability to provide individual profile pages for each inmate and visitor allowing the County to:
 - 8.16.2.1. Review and edit visitor/inmate general information;
 - 8.16.2.2. Review visitation history;
 - 8.16.2.3. View and download visitation detail records and recordings;
 - 8.16.2.4. Review warrant check results;
 - 8.16.2.5. Create, edit, and remove restrictions;
 - 8.16.2.6. Create, edit, and remove events; and
 - 8.16.2.7. Create, edit, and remove approved visitors/inmates.

8.17. VVS Monitoring, Recording, and Data Requirements

- 8.17.1. The VVS must permit the County to fully record and monitor all video visitation sessions from any video visitation station within the Facility(s) unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions. Vendor shall describe in detail how the VVS can be configured to exclude those sessions.
- 8.17.2. The VVS shall automatically start each video visit at the designated start time.
- 8.17.3. The VVS must allow for authorized personnel or staff to interrupt the video visitation visit and communicate directly with the inmate. The authorized personnel or staff's audio and video shall be displayed on the inmate and visitor's monitors and be included in the recording of the video visitation visit.
- 8.17.4. Vendor shall specify if the VVS has the following capabilities:
 - 8.17.4.1. Allow the County to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visit will count against the inmate's visitation quota;
 - 8.17.4.2. To automatically attempt to reconnect stations if connectivity is lost;
 - 8.17.4.3. To limit the number of simultaneous remote video visits; and
 - 8.17.4.4. Vendor shall indicate the maximum number of simultaneous visits the VVS is capable of supporting.
- 8.17.5. Vendor shall specify if the VVS supports the following functions:
 - 8.17.5.1. Stop, pause and restart any running visit;
 - 8.17.5.2. Allow the County to enter comments or add notes to a visit;
 - 8.17.5.3. Allow for station reassignment during any running visit; and
 - 8.17.5.4. Allow for visitation time extension during any running visit.

- 8.17.6. Vendor shall specify if the VVS has the capability to allow the County to customize the number of visits per the monitoring screen and the page rotation duration.
- 8.17.7. Vendor shall specify if the VVS has the capability to allow the County to set up automated email notification of visits to notify staff and investigators of visits for a particular inmate or visitor. The VVS shall include an alert system that will detect visits made by a particular inmate or visitor. Please include detailed information on the type of alerts available.
- 8.17.8. Vendor shall specify if the VVS has the capability to display an onscreen countdown clock timer on the inmate and the visitor stations.
- 8.17.9. Vendor shall specify if the VVS has the capability to display “picture-in-picture” on the inmate and visitor stations.
- 8.17.10. Vendor shall describe the VVS system’s control mechanisms to ensure attorney or other professional-type visits will not be recorded or monitored.
- 8.17.11. The VVS shall have the capability to allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded.
- 8.17.12. The VVS shall have the capability to allow authorized users to download a recorded file(s) and/or view recordings from within the VVS application.
- 8.17.13. Vendor shall specify if the VVS has an audit trail and the capability to track users who has viewed and/or downloaded the recording files(s).

8.18. VVS Interface and Storage

- 8.18.1. The VVS will need to interface with the County’s JMS/ITS, at no cost to the County. The County will not be responsible for paying any amount(s) associated with the required interface(s).
- 8.18.2. The VVS must have the capability to capture, store and query information regarding the visitor/general public to include, at a minimum:
 - 8.18.2.1. Identification number;
 - 8.18.2.2. Name;
 - 8.18.2.3. Date of birth;
 - 8.18.2.4. Social security number;
 - 8.18.2.5. Gender;
 - 8.18.2.6. Ethnicity;
 - 8.18.2.7. Driver’s license number;
 - 8.18.2.8. Inmate visited;
 - 8.18.2.9. Relationship to inmate;
 - 8.18.2.10. Date of last visit;
 - 8.18.2.11. Home address (physical address); and
 - 8.18.2.12. Telephone number.
- 8.18.3. Vendor must identify its storage capabilities for all video visitation visits, reports, and data online as well as archived processes. The County requires the retention of video visitation sessions online for 90 days.
- 8.18.4. The VVS shall store all video visitation sessions offline for the life of the Agreement plus 2 years after the termination of the contract.
- 8.18.5. Vendor must indicate any environmental conditions required for the proposed controlling equipment.
- 8.18.6. The VVS must comprehensively record all audio and video visitation sessions. At a minimum, it shall have the capability to play back a recorded session.
- 8.18.7. Vendor must provide detail on whether the proposed VVS has the capability to copy the recorded sessions to a DVD or other storage media.

8.19. Tablets

- 8.19.1. Tablets shall interface with the County's JMS, commissary, ITS, and/or VVS, at no cost to the County. The County will not be responsible for paying any amount(s) associated with the required interface(s).
 - 8.19.1.1. Tablets shall be configured to only allow inmates access to the services and applications approved by the County. Additional applications shall be mutually agreed upon by the County and Vendor. Inmates shall be prohibited from having any access to any external applications. Tablets must communicate with preapproved applications and servers only.
 - 8.19.1.1.1. Any additional application(s) implemented without the County express written consent, which are accessible via Tablets, shall result in Vendor incurring liquidated damages in the amount of \$300.00 per day per application, from the date the additional application(s) were first implemented through the date the unapproved additional application(s) were discontinued.
 - 8.19.1.1.2. In the event an inmate(s) gains access to external applications, Vendor shall incur liquidated damages in the amount of \$500.00 per inmate per instance of access to external applications.
 - 8.19.1.1.3. Should Vendor incur liquidated damages, the County shall invoice Vendor. Payment of any invoice for liquidated damages shall be received by the County or its Designated Agent within 30 days of Vendor's receipt of invoice.
 - 8.19.1.1.4. Tablets shall fully interface with the County's JMS and/or commissary provider, allowing inmates to access inmate Tablet services utilizing their existing unique inmate PIN at no cost to the County.
 - 8.19.1.2. The current JMS provider is Tracnet and the current commissary provider is Keefe.
 - 8.19.1.3. The County reserves the right to change its JMS and commissary provider. In the event the County makes a change in the JMS and/or commissary provider, Vendor shall work with the new JMS and/or commissary provider to establish the necessary interface to ensure the continued functionality of the inmate Tablets at no cost to the County.
- 8.19.2. Vendor shall provide the County with remote access to Tablets at no cost to the County for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered.
- 8.19.3. Vendor shall have the capability to disable and/or shut off services to a single Tablet or group Tablets based on the user level and password, and not interrupt other Tablets.
- 8.19.4. Inmate Tablets shall be provided to the County pre-loaded with the County approved applications offering a variety of games, music and entertainment, as well as free applications such as inmate grievances, commissary purchases, debit purchases, trust/commissary/debit account lookup, inmate handbook, inmate notices/bulletins, and court date/release date information.
- 8.19.5. The County shall implement educational programs via Tablets. Vendor shall supply detailed information on educational programs to be provided, including any associated costs, should the County choose to implement.
- 8.19.6. Tablets shall be capable of restricting inmate usage to the specific Facility and/or housing unit to which the inmate is assigned.

8.20. Additional Technology

- 8.20.1. The County requires Vendor to provide booking kiosks at each of the County's Facility(s) to allow the inmate to deposit funds into their trust account during the booking process at no cost to the County.
 - 8.20.1.1. Vendor should provide detailed information on the suitability of the kiosks for use in an inmate area.
 - 8.20.1.2. Vendor should indicate the procedures for maintenance of the kiosks and the accounting for funds removed by Vendor.
 - 8.20.1.3. Vendor must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months. References should include facility name and address, contact name, contact number and contact email.
- 8.20.2. The County requires Vendor to provide a payment kiosk at the facility(s) for use by visitors to the facility(s). The kiosk shall be no cost to the County. The kiosk payment services shall include, but not be limited to, deposits into an inmate trust, commissary, pre-paid collect or debit account. Vendor shall:
 - 8.20.2.1. Detail all fees or surcharges applicable to end users utilizing such kiosks in **Appendix B – Rates and Revenue Share;**
 - 8.20.2.2. Explain how the scheduling module works with the JMS, ITS and VVS systems;
 - 8.20.2.3. Indicate the revenue share to the County based funds generated by the kiosks;
 - 8.20.2.4. Vendor should indicate the procedures for maintenance of the kiosks and the accounting for funds removed by Vendor; and
 - 8.20.2.5. Vendor must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months. References should include facility name and address, contact name, contact number and contact email.
- 8.20.3. The County is interested in implementing commissary ordering via the ITS at no cost to the County. Vendor must provide an overview of this technology which shall include details on the process for selecting and ordering commissary items. The current Commissary provider is Keefe. The County will not be responsible for any cost associated with an interface if one is required to implement commissary ordering:
 - 8.20.3.1. Detail any fees or charges associated with this technology in **Appendix B – Rates and Revenue Share;** and
 - 8.20.3.2. Vendor must provide 2 references of facilities where this technology has been implemented for at least 6 months.
- 8.20.4. The County is interested in implementing voice biometric technology. Vendor must provide an overview of the technology, detail the enrollment process and indicate whether the technology performs an initial verification and/or continuous verification of the inmate's voice. This feature must be an integrated part of the ITS and must include analytical tools and reporting. The County will not be a "beta test site" for unproven technology:
 - 8.20.4.1. Detail any fees or charges associated with this technology in **Appendix B – Rates and Revenue Share;**
 - 8.20.4.2. Vendor must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months. References should include facility name and address, contact name, contact number and contact email.
- 8.20.5. The County is interested in implementing voice-to-text technology. Vendor must provide an overview of the technology specifying whether the technology is capable of converting recordings to text:
 - 8.20.5.1. Detail any fees or charges associated with this technology in **Appendix B – Rates and Revenue Share;** and

- 8.20.5.2. Vendor must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months. References should include facility name and address, contact name, contact number and contact email.
- 8.20.6. The County is interested in implementing an external automated voicemail messaging via the ITS. Vendor shall provide an overview of this technology which shall specify:
 - 8.20.6.1. Whether the voicemail service is incoming, outgoing or both;
 - 8.20.6.2. Security features for voicemail messaging and how the voicemail services preserve the call controls configured in the ITS;
 - 8.20.6.3. Whether the ITS is capable of recording and storing all messages;
 - 8.20.6.4. Describe any required system integration. The County will not be responsible for any cost associated with an interface if one is required to implement voicemail messaging;
 - 8.20.6.5. Charge per voicemail and revenue share to the County in **Appendix B – Rates and Revenue Share**; and
 - 8.20.6.6. Vendor must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months. References should include facility name and address, contact name, contact number and contact email.
- 8.20.7. The County is interested in implementing internal automated voicemail messaging via the ITS at no cost to the County. This voicemail messaging would be available to the inmates to file grievances, request medical/dental, submit PREA or crime tips, or file telephone complaints. The internal voicemail feature should allow Facility(s) staff to voicemail a message to an inmate, a group of inmates, or the whole facility(s) as a message of the day. Vendor shall provide an overview of this technology which shall specify:
 - 8.20.7.1. Whether the ITS is capable of recording and storing all messages;
 - 8.20.7.2. The security measures for the PREA and crime tips voice mailbox so that only authorized personnel are able to listen to the messages; and
 - 8.20.7.3. Vendor must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months. References should include facility name and address, contact name, contact number and contact email.
- 8.20.8. The County is interested in implementing an automated inmate information system via the ITS at no cost to the County. The automated inmate information system shall provide both inmates and external users with information relative to the facility or to a specific inmate.
 - 8.20.8.1. The County will not be responsible for any cost associated with an interface if one is required to implement an automated inmate information system; and
 - 8.20.8.2. Vendor must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months. References should include facility name and address, contact name, contact number and contact email.
- 8.20.9. The County is interested in implementing cell phone detection technology at its Facility(s) at no cost to the County:
 - 8.20.9.1. Vendor must provide an overview of both mobile and stationary cell phone detection technology; and
 - 8.20.9.2. Vendor must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months. References should include facility name and address, contact name, contact number and contact email.
- 8.20.10. The County is interested in debit-release cards wherein the remainder of the inmate's unused debit funds are transferred to a debit card upon the inmate's release. Vendor shall describe the method used to accommodate this feature. The County shall not be responsible for any charges associated with debit-release cards:
 - 8.20.10.1. Explain how the debit-release card is used by the inmate after release;
 - 8.20.10.2. Detail all Rates, fees, and surcharges associated with the inmate's use of the card

Appendix B – Rates and Revenue Share; and

- 8.20.10.3. Vendor must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months. References should include facility name and address, contact name, contact number and contact email.
- 8.20.11. Provide information on any additional technology or optional features that may be of interest to the County. Provide detailed information on the functionalities of each as well as a complete description of the features and applications proposed.
 - 8.20.11.1. Detail any cost associated and/or revenue share with the additional technology or optional features offered/proposed **Appendix B – Rates and Revenue Share.**
 - 8.20.11.2. Vendor must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months. References should include facility name and address, contact name, contact number and contact email.

APPENDIX A – FACILITY SPECIFICATIONS

EL DORADO COUNTY FACILITY SPECIFICATIONS		
Item	Placerville	South Lake Tahoe
ADP:	271	125
Number of Beds:	303	158
Call Time Limit:	15 Minutes	
Hours of Availability for Inmate Telephones:	7AM to 11PM Daily	
Hours of Availability for Booking Telephones:	24/7	
Number of Inmate Telephones Required:	31	23
Required Inmate Telephone Cord Length:	18”	
Visitation Sets Required:	16 booths (32 phones)	8 booths (16 phones)
Required Visitation Telephone Cord Length:	24”	
Portable/Cart Phones Required:	2	
TDD Telephones Required:	2	
VRS Units Required:	2	
Lobby Kiosks Required:	2	
Inmate Kiosks Required:	2	
Number of Visitor Video Visitation Stations Required:	3	2
Number of Inmate Video Visitation Stations Required:	10	15
Requested Number of Tablets:	270	120
Video Visitation Workstations Required:	2	
Inmate Telephone Workstations Required:	2	

TOTAL CALL STATISTICS BASED ON 12-MONTHS OF DATA PLACERVILLE AND SOUTH LAKE TAHOE				
Call Type	Collect		Pre-Paid Collect	
	# Calls	# Minutes	# Calls	# Minutes
Local	7,946	50,112	22,077	241,938
Intralata/Intrastate	3,469	19,615	18,673	191,911
Interlata/Intrastate	682	5,065	5,400	450,40
Interlata/Interstate	656	6,138	13,919	131,242
International	0	0	0	0

* Placerville accounts for 67% of call volume and South Lake Tahoe accounts for 33% of call volume.

**COLLECT AND PREPAID COLLECT CALLING RATES AND FEES PRIOR TO JUNE 20, 2016–
FOR INFORMATIONAL PURPOSES ONLY**

Current Local Rates - \$2.95 Surcharge						
Time of Day	Day		Evening		Night/Weekend	
	First Minute	Additional Minutes	First Minute	Additional Minutes	First Minute	Additional Minutes
Per Minute Rate	\$0.15	\$0.08	\$0.12	\$0.06	\$0.07	\$0.06

Current Intralata Rates - \$2.95 Surcharge						
Mileage Band	Day		Evening		Night/Weekend	
	First Minute	Additional Minutes	First Minute	Additional Minutes	First Minute	Additional Minutes
0-20	\$0.15	\$0.08	\$0.12	\$0.06	\$0.07	\$0.06
21-40	\$0.19	\$0.13	\$0.16	\$0.11	\$0.11	\$0.09
41-70	\$0.22	\$0.15	\$0.17	\$0.12	\$0.13	\$0.09
71+	\$0.25	\$0.20	\$0.18	\$0.14	\$0.16	\$0.14

Current Interlata Rates- \$3.00 Surcharge	
Per Minute Rate	All Call Types

Current Interstate – No Surcharge		
Call Type	Collect	Prepaid Collect
Per Minute Rate	\$0.25	\$0.21

Fee Name	Amount
Pre-Paid Collect Funding Fee (IVR)	\$4.75 (25.00 or less); \$9.50 (\$25.01 or more)
Pre-Paid Collect Funding Fee (Web):	\$9.50

**IMPLEMENTED JUNE 20, 2016: CURRENT COLLECT, PREPAID COLLECT, AND DEBIT
CALLING RATES AND FEES – FOR INFORMATIONAL PURPOSES ONLY**

Call Type	Collect	Pre-Paid Collect	Debit
	Per Minute Rate	Per Minute Rate	Per Minute Rate
Local	\$0.35	\$0.35	\$0.35
Intralata/Intrastate	\$0.40	\$0.40	\$0.40
Interlata/Intrastate	\$0.40	\$0.40	\$0.40
Interlata/Interstate	\$0.40	\$0.40	\$0.40
Domestic International (US Territories)	\$0.40	\$0.40	\$0.40
International (Excluding US Territories)	N/A	N/A	\$0.75

* Debit was implemented June 6, 2016.

INMATE TELEPHONE REQUIRED FEES

Fee Name	Amount
Pre-Paid Funding Fee (via IVR or Web):	\$3.00
Pre-Paid Funding Fee (via Live Representative):	\$5.95
Pre-Paid Funding Fee (via Cash or Check):	\$0.00
Pre-Paid Funding Fee (via Third Party):	No Markup – Vendor to Disclose Fees
Fee for Paper/Bill Statement:	\$2.00
Applicable Required Taxes	Varies (100% Pass-Through/No Markup Allowed)
All Other Fees:	Not Allowed

APPENDIX B –RATES and REVENUE SHARE

Vendor shall provide 2 revenue share offer for the provision of ITS, VVS and Tablet services based on the required calling Rates and approved fees listed below in Offers 1 and 2. Vendor must detail all charges and fees that will be assessed for all third party funding and all charges and fees that will be assessed for the use of applications on the Tablets including the fee name, description, and amount for all fees to be charged to inmates and/or the general public. Failure to complete **Appendix B** may cause Vendor’s proposal to be rejected. Vendor may provide an additional revenue share offer based on alternative Rates and fees as Offer 3.

Offer 1 - ITS, VVS and Tablets Services

Vendor shall provide a revenue share offer for the provision of ITS, VVS and Tablet services based on the required calling Rates and approved fees listed below. Vendor must detail all charges and fees that will be assessed for all third party funding and all charges and fees that will be assessed for the use of applications on Tablets including the fee name, description, and amount for all fees to be charged to inmates and/or the general public. Vendor may add additional rows to the Tablet and Additional Technology fee tablets if needed.

INMATE TELEPHONE REQUIRED CALLING RATES			
Call Type	Collect	Pre-Paid Collect	Debit
	Per Minute Rate	Per Minute Rate	Per Minute Rate
Local	\$0.25	\$0.21	\$0.21
Intralata/Intrastate	\$0.25	\$0.21	\$0.21
Interlata/Intrastate	\$0.25	\$0.21	\$0.21
Interlata/Interstate	\$0.25	\$0.21	\$0.21
Domestic International (US Territories)	\$0.25	\$0.21	\$0.21
International (Excluding US Territories)	N/A	N/A	\$0.75

INMATE TELEPHONE REQUIRED FEES	
Fee Name	Amount
Pre-Paid Funding Fee as defined in Section 7.5 – ITS Revenue Share, Payment, and Reporting (via IVR or Web):	\$3.00
Pre-Paid Funding Fee as defined in Section 7.5 – ITS Revenue Share, Payment, and Reporting (via Live Representative):	\$5.95
Pre-Paid Funding Fee in as defined in Section 7.5 – ITS Revenue Share, Payment, and Reporting (via Cash or Check):	\$0.00
Pre-Paid Funding Fee as defined in Section 7.5 – ITS Revenue Share, Payment, and Reporting (via Third Party):	No Markup – Vendor to Disclose Fees
MoneyGram:	\$
Western Union:	\$
Other Third Party:	\$
Applicable Required Taxes	Varies (100% Pass-Through/No Markup Allowed)
All Other Fees:	Not Allowed

VIDEO VISITATION REQUIRED RATES	
Fee Name	Amount
30-Minute Remote Video Visitation Session (First 90 days – Trial Period):	\$0.30 per minute/\$6.00 per session
30-Minute Remote Video Visitation Session (After 90 day Trial Period):	\$0.35 per minute/\$10.50 per session
All Other Fees:	Not Allowed

TABLETS FEES	
Fee Name	Fee Amount

ADDITIONAL TECHNOLOGY FEES		
Technology	Fee Name	Fee Amount
Visitation Scheduling and Payment Kiosk		
Voice Biometrics		
External Automated Voicemail		
Email		
Debit Release Cards		

Supplemental Payment (at least \$25,000): _____

MAG \$110,000.00 _____

ITS Revenue Share: _____

VVS Revenue Share: _____

Tablet Revenue Share: _____

Offer 2 - ITS, VVS and Tablets Services

Vendor shall provide a revenue share offer for the provision of ITS, VVS and Tablet services based on the required calling Rates and approved fees listed below. Vendor must detail all charges and fees that will be assessed for all third party funding and all charges and fees that will be assessed for the use of applications on Tablets including the fee name, description, and amount for all fees to be charged to inmates and/or the general public. Vendor may add additional rows to the Tablet and Additional Technology fee tablets if needed.

INMATE TELEPHONE REQUIRED CALLING RATES			
Call Type	Collect	Pre-Paid Collect	Debit
	Per Minute Rate	Per Minute Rate	Per Minute Rate
Local	\$0.30	\$0.30	\$0.30
Intralata/Intrastate	\$0.30	\$0.30	\$0.30
Interlata/Intrastate	\$0.30	\$0.30	\$0.30
Interlata/Interstate	\$0.30	\$0.30	\$0.30
Domestic International (US Territories)	\$0.30	\$0.30	\$0.30
International (Excluding US Territories)	N/A	N/A	\$0.75

INMATE TELEPHONE REQUIRED FEES	
Fee Name	Amount
Pre-Paid Funding Fee as defined in Section 7.5 – ITS Revenue Share, Payment, and Reporting (via IVR or Web):	\$3.00
Pre-Paid Funding Fee as defined in Section 7.5 – ITS Revenue Share, Payment, and Reporting (via Live Representative):	\$5.95
Pre-Paid Funding Fee in as defined in Section 7.5 – ITS Revenue Share, Payment, and Reporting (via Cash or Check):	\$0.00
Pre-Paid Funding Fee as defined in Section 7.5 – ITS Revenue Share, Payment, and Reporting (via Third Party):	No Markup – Vendor to Disclose Fees
MoneyGram: \$	
Western Union: \$	
Other Third Party: \$	
Applicable Required Taxes	Varies (100% Pass-Through/No Markup Allowed)
All Other Fees:	Not Allowed

VIDEO VISITATION REQUIRED RATES	
Fee Name	Amount
30-Minute Remote Video Visitation Session (First 90 days – Trial Period):	\$0.30 per minute/\$6.00 per session
30-Minute Remote Video Visitation Session (After 90 day Trial Period):	\$0.35 per minute/\$10.50 per session
All Other Fees:	Not Allowed

TABLET APPLICATION FEES

Fee Name	Fee Amount

ADDITIONAL TECHNOLOGY FEES

Technology	Fee Name	Fee Amount
Visitation Scheduling and Payment Kiosk		
Voice Biometrics		
External Automated Voicemail		
Email		
Debit Release Cards		

Supplemental Payment (at least \$25,000):

MAG

\$110,000.00

ITS Revenue Share:

VVS Revenue Share:

Tablet Revenue Share:

Offer 3 – Alternative Offer

Vendor may provide an alternative revenue share offer for any or all of the following technologies: ITS, VVS, and Tablets. Vendor may provide additional rows to the fee tables if needed.

Call type	Collect	Pre-Paid Collect	Debit
	Per Minute Rate	Per Minute Rate	Per Minute Rate
Local			
Intralata/Intrastate			
Interlata/Intrastate			
Interlata/Interstate			
Domestic International (US Territories)			
International (Excluding US Territories)			

INMATE TELEPHONE REQUIRED FEES	
Fee Name	Amount

VIDEO VISITATION FEES	
Approved Charge/Fee Name	Amount
30-Minute Remote Video Visitation Session (First 90 days – Trial Period):	
30-Minute Remote Video Visitation Session (After 90 day Trial Period):	
All Other Fees:	Not Allowed

TABLET APPLICATION FEES	
Fee Name	Fee Amount

Supplemental Payment: _____

MAG: _____

ITS Revenue Share: _____

VVS Revenue Share: _____

Tablet Revenue Share: _____

FAILURE TO SIGN BELOW WILL DISQUALIFY VENDOR'S PROPOSAL

To the best of my knowledge and belief, the information presented in this proposal is true and complete. I further acknowledge a continuing obligation to update the proposal if material discrepancies are discovered. Failure to do so may result in this proposal being disqualified from further consideration.

VENDOR NAME:

AUTHORIZED REPRESENTATIVE:

SIGNATURE:

DATE:

APPENDIX C – EXCEPTIONS TO RFP

All the County’s RFP requirements by section, subsection or numbered item for which Vendor has stated “Read and do not comply” are considered exceptions and must be documented in this form. Vendor may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Vendor should write “No Exceptions” under the Requirement(s) Section Number and Text for Exception Number 1.

Exception Number	Requirement(s) Section Number and Text	Describe the Nature of the Exception and Explain how Vendor’s Response Still Meets the RFP Requirements
1		
2		
3		
4		
5		

APPENDIX D – RECEIPT OF ADDENDA

**VENDOR ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FROM
County of El Dorado:**

**South Lake Tahoe Jail
1360 Johnson Blvd. #100 South
Lake Tahoe, CA 96150**

**Placerville Jail
300 Fair Lane
Placerville, CA 95667**

Vendor is required to complete and return this form with the proposal response. Attach a copy of each Addenda, if any, to this appendix. Vendor responses must include any and all requirements found in the issued addenda. The County may deem Vendor Proposal as non-compliant and subject to disqualification if signed Receipt of Addenda is not included in the proposal package.

**VENDOR IS REQUIRED TO COMPLETE AND RETURN FORM WITH BID REGARDLESS
OF WHETHER ADDENDA WERE ISSUED.**

A. Vendor hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OR:

B. Vendor acknowledges to the best of his/her knowledge no addendum has been issued by the County

Check Here if No Addendum Issued _____ Date _____ Initials _____

Signature of Authorized Individual

Typed Name and Position

APPENDIX E – SITE EVALUATION REGISTRATION FORM

This site evaluation registration Form must be completed and emailed to ashley.wells@edcgov.us no later than **5:00 PM on November 18, 2016**. The Facility(s) will provide an escort.

Provide the following information for the Vendor Representative(s) that will be attending the site evaluation which will be held on **November 29, 2016**.

Vendor Name:	_____
Address:	_____

Main Contact Phone Number:	_____

Attendee Name:	_____
Attendee Title:	_____
Attendee Office Contact Number:	_____
Attendee Mobile Contact Number:	_____
Attendee Email Address:	_____

Attendee Name:	_____
Attendee Title:	_____
Attendee Office Contact Number:	_____
Attendee Mobile Contact Number:	_____
Attendee Email Address:	_____

APPENDIX F – SAMPLE AGREEMENT FOR SERVICES

SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY

AGREEMENT FOR SERVICES #____-_____

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and _____, a _____, duly qualified to conduct business in the State of California, whose principal place of business is _____, and whose Agent for Service of Process is *Company name, physical address*, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Pursuant to RFP #17-915-013, County has determined that it is necessary to obtain a Contractor to provide _____; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Pursuant to RFP #17-915-013, Contractor agrees to furnish the personnel and equipment necessary to provide, install, and maintain a turn-key inmate and standard visitation system, video visitation system and correctional grade tablet solution at no cost to the County.

ARTICLE II

Additional Technology: TBD

ARTICLE III

Term: This Agreement shall commence upon final execution by both parties hereto and shall remain in force for an initial term of five (5) years (“Initial Term”). This Agreement shall not bind, nor purport to bind, Contractor for any contractual commitment in excess of the Initial Term. However, County, at its sole option, shall have the right to renew this Agreement for two (2) additional one (1) year terms or on a month to month basis (not to exceed twelve (12) months) prior to expiration of the Initial Term or renewal term of this Agreement. In the event County exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and any Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

ARTICLE IV

Surety Bond: Contractor shall furnish a Surety Bond in the form of a bond issued by a Surety Company authorized to do business in the State of California, or Irrevocable Letter of Credit payable to County within ten (10) calendar days after the Agreement execution date and prior to any installation work or equipment delivery. The Surety Bond must be made payable to County in the amount of **\$30,000.00** and will be retained during the full period of the Agreement and/or renewal term(s). Personal or company checks are not acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond. In the event that the County exercises its option to extend the Agreement for an additional period, Contractor shall be required to maintain the validity and enforcement of the Surety Bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the Agreement renewal.

ARTICLE V

Minimum Annual Guarantee: Contractor shall pay County a Minimum Annual Guarantee (“MAG”) in the amount of **\$110,000.00** for each year under this Agreement. If the total revenue share paid to County for Gross Revenues from _____ through _____ of each year of the Agreement, and any renewal terms, are less than the MAG, the difference shall be due to the County or its Designated Agent on or before _____ of each year.

ARTICLE VI

Upfront Supplemental Payment: Contractor shall pay County an upfront supplemental payment in the amount of **\$25,000.00** within five (5) days of the date the Agreement is executed by both parties.

ARTICLE VII

Revenue Share, Payment, and Reporting: Pursuant to Contractor’s response to RFP # 17-915-013 and BAFO, Contractor shall remit to County _____% revenue share to County on Gross Revenue generated by and through all inmate communication services. Gross Revenue is defined in **Exhibit “__.”**

County reserves the right to recoup from Contractor certain administrative and operational expenses (“Cost Recoupment Payment”) in connection with the provision of inmate communication services. Such Cost Recoupment Payment may take the form of a per-minute rate, flat monthly payment, or other fee structure. The Cost Recoupment Payment shall be due and payable upon receipt of the invoice by the Contractor. The County may accompany the Cost Reimbursement Payment invoice with a supporting report documenting the administrative and operational expenses incurred by the County in association with inmate communication services covered by the Cost Recoupment Payment. The County does not require a Cost Reimbursement Payment upon execution of the Agreement. In the event the County wishes to utilize its option to implement the Cost Reimbursement Payment, then, at the County’s request, the County and Contractor shall negotiate in good faith an Amendment to the Agreement reasonably acceptable to the County to document the Contractor-

imposed Cost Recoupment Payment. If Contractor and the County are unable to mutually agree on such an Agreement Amendment within 30 days of the County's request, then the County may terminate the Agreement at its sole discretion and without penalty or liability to the County, and the County may select another provider.

ARTICLE VIII

Rates and Fees: Unless specifically stated otherwise, both parties herein mutually agree upon the rates and fees for inmate telephone calls and inmate video visitation sessions as detailed in **Exhibit “__.”**

ARTICLE IX

Reconciliation: County, or its Designated Agent, shall have the right from the Effective Date of this Agreement and for a period of two (2) years after the termination date of this Agreement, upon ten (10) business days' written notice, to fully reconcile or examine any and all of County information pertaining to this Agreement. County retains the right to have another independent Agency of County's exclusive choice, perform any or all reconciliations and examinations pertaining to this Agreement.

Contractor shall maintain accurate, complete and reconcilable records, in an electronic format, detailing the Gross Revenues from which revenue share payments can be determined for both the inmate calling system and the video visitation system. The records shall include all CDRs, EMI billing files, pre-paid card sales and associated invoices, debit purchase or usage reports and associated invoices and commissioning reports during the term of this Agreement and for no less than two (2) years after the term of this Agreement.

Contractor shall pay resolved and agreed upon amounts due plus, in the event the foregoing reconciliation reveals an amount due to County at least [redacted] above the amount otherwise paid for the period reconciled, County's reasonable cost of reconciliation, all within 30 days of the resolution date. If the agreed upon amounts are not paid within 30 days, the amounts due to County will accrue interest at the rate of [redacted] per month, or the highest rate permitted by law (whichever is less) until such monies are paid.

ARTICLE X

Contractor Costs and Taxes and Fees on Services: It is expressly understood that County is not responsible in any way, manner or form for any of Contractor's costs, including but not limited to, taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to any and all Contractor's services. Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. Including, but not limited to, any and all taxes as applicable for the inmate communication services such as; collect, debit, pre-paid and any other calls, video visitation sessions and Tablet applications and transactions.

ARTICLE XI

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XIII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE XIV

Assignment and Delegation: The services to be performed under the Agreement shall not be assigned, sublet or transferred without 30-days advance written notification to the County and then only upon Contractor's receipt of the County's written consent.

If during the Agreement term and any renewal term(s), Contractor merges or is acquired by another entity, the following documents must be submitted to the County:

1. Corporate resolutions prepared by the successful Contractor and new entity ratifying acceptance of the original contract, terms, conditions and process.
2. Surety bond from the new entity per above.
3. New Contractor's Federal Identification Number (FEIN).
4. Additional information deemed necessary by the County.

Upon receipt of the County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Contractor.

Contractor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Contractor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Contractor of the responsibility for providing the products/services as described and set forth herein.

ARTICLE XV

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

Contractor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Contractor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Contractor of the responsibility for providing the products/services as described and set forth herein. Contractor shall identify any subcontractors used to provide services under this Agreement.

In the event of unsatisfactory performance, as determined by County, County may request substitution of a subcontractor utilized by Contractor to fulfill the obligations under this Agreement

ARTICLE XVI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVIII

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part at its sole discretion and without liability or penalty to County upon thirty (30) calendar days written notice to Contractor. The right to terminate this Agreement without cause shall not be effective until after the first year of the Agreement.
- E. Should Contractor for any reason be unable to satisfy the requirements contained in the Agreement, County may, at its sole discretion, call for the Surety Bond due, in part or in full for non-performance, and/or as liquidated damages.
- F. Should a material change in the rules or policies of the FCC or other regulatory body applicable to inmate communication services occur following the execution of the Agreement, which change affects (a) the rates permitted to be charged by the Contractor to inmates under the Agreement; (b) the right of the County to recover its costs; or (c) the ability for Contractor to pay to the County a revenue share, fees (including but not limited to the Cost Recoupment Payment) or other cost recovery mechanisms, then, at the County's request, Contractor and the County will negotiate in good faith an Amendment to the Agreement reasonably acceptable to the County that enables the County to fully recover its costs in a manner compliant with the change in the FCC's (or other regulatory body's) rules or policies. If Contractor and the County are unable to mutually agree on such an Agreement Amendment within 30 days of the County's request, then the County may terminate the Agreement at its sole discretion and without penalty or liability to the County, and the County may select another inmate communication services provider
- G. In the event of termination of this Agreement, Contractor shall adhere to the transition requirements specified in RFP #17-915-013, Section 8.3 – Transition.

ARTICLE XIX

Liquidated Damages: Contractor's failure to meet Agreement requirements both correctly and on time may result in substantial injury to the County. The amount of damages resulting from such failure may not always be quantified with certainty. Each failure to meet a requirement, both correctly and on time, may be subject to fines and liquidated damages as outlined herein. Any enforced fines/liquidated damages will be invoiced by County to Contractor. Payments due to County for the invoiced amount(s) shall be due within thirty (30) days of Contractor's receipt of the invoice.

Liquidated damages may be charged in accordance with the following:

1. If any portion of the ITS, VVS, or Tablet installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Contractor may incur liquidated damages in the amount of **\$500.00** for each day beyond the installation date until the installation is complete. Contractor shall not incur liquidated damages if the cause of the delay is beyond the Contractor's reasonable control.
2. If the installation of the additional telephones (inmate and visitation) is not completed within thirty (30) days, Contractor may incur liquidated damages in the amount of **\$500.00** for each day beyond the 30-day installation date until the installation is complete. Contractor shall not incur liquidated damages if the cause of the delay is beyond the Contractor's reasonable control.

3. In the event a properly designated do-not-record call or visitation session is recorded, the County shall charge Contractor **\$300.00** in liquidated damages for each instance where the ITS records a restricted or privileged call or visitation session.
4. Contractor shall pay the County liquidated damages in the amount of **\$300.00** per each instance wherein the County suffers one or more lost, unrecoverable or un-useable recording(s). The County agrees to notify Contractor of such instances and provide up to seven (7) days per instance for Contractor to produce the call recordings. Contractor shall be notified of the total amount due via written notice from the County.
5. Contractor shall adhere to the performance process when upgrading the ITS, VVS and Tablet software, equipment, or performing any changes to either system at the Facility(s). Any deviation from this process may result in liquidated damages incurred by Contractor. Such liquidated damages will be equal to **\$300.00** per occurrence. Contractor shall be notified of the total amount due via written notice from the County.
6. Any additional Tablet application(s) implemented without the County express written consent, which are accessible via Tablets, shall result in Contractor incurring liquidated damages in the amount of **\$300.00** per day per application, from the date the additional application(s) were first implemented through the date the unapproved additional application(s) were discontinued.
7. In the event an inmate(s) gains access to external applications, Contractor shall incur liquidated damages in the amount of **\$500.00**.

ARTICLE XX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
(Department Name)
(Address)
(City, State, Zip)
ATTN: (Name), (Title)

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

(COMPANY NAME)
(Address)
(City, State, Zip)
ATTN: (Name), (Title)

or to such other location as the Contractor directs.

ARTICLE XXI

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXII

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

In the event any infringement claim is made or threatened against County, or injunctive relief is granted to a claimant, Contractor shall at its sole cost and expense (i) obtain the right for County to continue use of the services; (ii) substitute other services of like capability, or (iii) replace or modify the services to render them non-infringing while retaining like capability. In the event Contractor is unable to perform any of the above, County may terminate this Agreement upon providing sixty (60) days written notice to Contractor and Contractor shall be responsible for all of County's costs and expenses of whatever nature or kind in connection therewith.

These indemnities and remedies shall survive the expiration or other termination of the Agreement.

ARTICLE XXIII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per

occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and

employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XXIV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXVI

Discrepancy: Should a discrepancy or conflict among the specific provisions of this Agreement and its amendments, RFP # 17-915-013 and its attachments and amendments, the Best and Final Offer (BAFO) and the Contractor's RFP response, the discrepancy or conflict shall be resolved as follows.

1. The specific provisions of the Agreement Terms (and its attachments) will prevail over the RFP, its Attachments and Amendments.
2. The RFP its Attachments and Amendments will prevail over the Contractor Response.

Exceptions or objections to specific RFP provisions in the Contractor's Response that have not been explicitly accepted by the County in writing shall not be included in this Agreement and shall be given no weight or consideration.

ARTICLE XXVII

Force Majeure: Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.

ARTICLE XXVIII

Confidentiality: The Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such (“Confidential Information”). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

Each Party including its agents and representatives shall: (i) follow reasonable procedures to protect and maintain the confidentiality of the Confidential Information; (ii) not disclose, or allow to be disclosed, the Confidential Information to any party other than to its employees, contractors, officers, or directors who have a need to know in order to perform the services contemplated under this Agreement, and are under the same binding obligation of confidentiality provided herein with respect to any such information; (iii) not use the Confidential Information for any purpose other than to perform under this Agreement; and, (iv) treat all Confidential Information of the other Party with the same degree of care to avoid disclosure to third parties as it uses with respect to the recipient Party’s own Confidential Information, but not less than a reasonable degree of care.

ARTICLE XXIX

Dispute Resolution: The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the parties who have authority to settle the same. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Disputes or controversies related to this Agreement not resolved through negotiation within a period of sixty (60) days shall be governed by and interpreted in accordance with the laws of the State of California without regard to its conflicts of law provisions. In the event of litigation relating to this Agreement, the parties agree to submit said dispute to the jurisdiction of El Dorado County, State of California courts.

ARTICLE XXX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such

a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XXXI

Additional Requirements and Specifications: Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and any applicable El Dorado County, State of California laws, to the employees and all subcontractors to ensure the facility(s) maintains a drug free workplace. County reserves the right to review drug testing results of Contractor's personnel assigned to work at the Facilities. County may require, at Contractor's expense, drug testing of Contractor's personnel if no drug testing records exist or if such test results are older than 6 months.

Contractor does not, and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

ARTICLE XXXII

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXXIII

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXXIV

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXXV

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXXVI

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXXVII

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXXVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is (name), (title), (department), or successor.

ARTICLE XXXIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XL

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XLI

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XLII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XLIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Name
Title
Department

Requesting Department Head Concurrence:

By: _____ Dated: _____
Name
Title
Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Purchasing Agent
Chief Administrative Office
"County"

OR

-- COUNTY OF EL DORADO --

Dated: _____
By: _____
Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

IF CORPORATION, LLC, ETC.
(COMPANY NAME, INC.)
(A [NAME OF STATE] CORPORATION)
IF SOLE PROPRIETOR, ETC., DELETE THIS TEXT

By: _____ Dated: _____

Name
Title
"Contractor"

By: _____
Corporate Secretary

Dated: _____

(insert contract preparer's initials)

(insert purchasing assigned contract #)

APPENDIX G –EXCEPTIONS TO SAMPLE AGREEMENT

All the County’s Standard Agreement requirements by section, subsection or numbered item for which Vendor will not comply are considered exceptions and must be documented in this form. Vendor may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Vendor should write “No Exceptions” under the Agreement Term(s) Section Number and Text for Exception Number 1.

Exception Number	Agreement Term(s) Section Number and Text	Describe the Nature of the Exception and Explain how Vendor’s Response Still Meets the Standard Agreement Requirements
1		
2		
3		
4		
5		



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
360 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #17-915-013

DUE: 3:00 p.m. – January 5, 2017

Sealed Proposals must be clearly marked on
the outside of the package with:
“RFP #17-915-013 MAILROOM DO NOT OPEN”

INMATE COMMUNICATION SERVICES

Addendum I

The following changes have been made to the subject RFP:

All address references throughout the RFP for the Placerville and South Lake Tahoe Jails are replaced with the following:

South Lake Tahoe Jail
1051 Al Tahoe Blvd.
Lake Tahoe, CA 96150

Placerville Jail
300 Forni Road
Placerville, CA 95667

Except as herein amended, all other parts and sections of RFP # 17-915-013 shall remain unchanged and in full force and effect.



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
360 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #17-915-013

DUE: 3:00 p.m. – January 12, 2017

Sealed Proposals must be clearly marked on
the outside of the package with:

“RFP #16-947-033 MAILROOM DO NOT OPEN”

Inmate Communication Services

Addendum II

The following changes have been made to the subject RFP:

PROPOSAL SUBMITTAL

The deadline for submitting proposals has been extended to 3:00 p.m. on
Thursday, January 12, 2017.

Except as herein amended, all other parts and sections of RFP #17-915-013 shall remain unchanged
and in full force and effect.



County of El Dorado

Chief Administrative Office

Procurement & Contracts Division
Phone (530)621-5830 Fax (530)295-2537

December 20, 2016

To: All Interested Individuals and Firms

Re: RFP #17-915-013 – Inmate Communication Services

The following questions regarding the subject RFP were received by the stated deadline of December 6, 2016. Below are the questions and answers the County has deemed appropriate and relevant with respect to the scope of services.

1. **Question:** In Offer 2 of Appendix B on page 63, required calling Rates are stated as \$0.30 for both intrastate and interstate. This goes against the 2013 FCC Order that interstate rates be capped at \$0.25 for collect calls and capped at \$0.21 for prepaid and debit calls. Can the County clarify if this is a typo?

Answer: Yes. This was an error. The corrected inmate telephone calling rates for Offer 2 of Appendix B are as follows:

INMATE TELEPHONE REQUIRED CALLING RATES			
Call Type	Collect	Pre-Paid Collect	Debit
	Per Minute Rate	Per Minute Rate	Per Minute Rate
Local	\$0.30	\$0.30	\$0.30
Intralata/Intrastate	\$0.30	\$0.30	\$0.30
Interlata/Intrastate	\$0.30	\$0.30	\$0.30
Interlata/Interstate	\$0.25	\$0.21	\$0.21
Domestic International (US Territories)	\$0.25	\$0.21	\$0.21
International	N/A	N/A	\$0.75

2. **Question:** Will the County take into consideration any additional points for employees of the vendor living in the County?

Answer: Please refer to Section 3.1 Evaluation Factors for specifics regarding the evaluation process and criteria.

3. **Question:** The facility in South Lake Tahoe requests 15 stations whereas Placerville only requests 10, with the facility in South Lake Tahoe being smaller please clarify or provide reasoning as to the number of video stations in South Lake Tahoe and Placerville.

Answer: Refer to the chart below for the revised number of video visitation units at each facility. The number of video visitation units for Placerville was increased by 5 units and the number of video visitation units for South Lake Tahoe was decreased by 5 units.

Number of VVS Units	Placerville	South Lake Tahoe
	15	10

4. **Question:** Vendor requests the County allow additional time or clarify the installation timeline and penalties for the installation timeline. As the County is requesting a 60 day or less installation with a \$500 a day penalty afterward, our recent experiences with installations have found it more prudent and reasonable to show a timeline of 90 -120 days as ordering circuits for facilities normally takes at minimum 60 days.

Answer: The installation timeline for the ITS is 60 days from the effective date of the Agreement, and the installation timeline for the VVS and Tablets is 90 days from the effective date of the Agreement. The installation timelines and associated damages detailed in **Section 8.2 – Implementation** shall remain unchanged.

5. **Question:** In regard to Page 40, Sec 8.5.3.13: How will the County distribute the tablets? Will this be done with a daily handout or inmate keep the same tablet for the duration of their incarceration?

Answer: County will distribute the Tablets to the inmates in the morning after their release from overnight lockdown and collect the Tablets in the evening prior to overnight lock down. County is open to per-inmate assignment of Tablets for the duration of the inmate’s stay as long as all requirements in the RFP are met.

6. **Question:** In regard to Page 44, Sec 8.6.30: Will the County accept a speed dial for the informant line?

Answer: Yes. County will accept a speed dial as an option for the informant line.

7. **Question:** In regard to Page 44, Sec 8.7.3: Will the County provide the kill switches for the ITS to be installed on their control board?

Answer: No. Vendors shall be responsible for providing, installing and maintaining the kill switches for the ITS. The current kill switches are operated via control boards provided by American Alarm. These control board kill switches are connected to the current ITS through a relay service. Vendors shall ensure the proposed kill switches operate through the current relay services and are connected to the ITS or find another solution to maintain the kill switches on the control boards.

8. Question: In regard to Page 44, Sec 8.7.7: Does the County want to terminate 3 way calls when they occur?

Answer: County requires Vendor’s proposed ITS to allow County to flag and terminate a detected 3-way call or flag and not terminate a 3-way call upon detection. County reserves the right to implement either option during the term of the Agreement.

9. Question: Will the County permit exposed conduit inside the inmate areas?

Answer: Yes. However, all exposed conduit must be secured and inaccessible to inmates.

10. Question: How many hands free phones are required for each site?

Answer: The County requires 4 speaker phones for the South Lake Tahoe facility only. Refer to the revised Facility Specifications.

EL DORADO COUNTY FACILITY SPECIFICATIONS		
Item	Placerville	South Lake Tahoe
ADP:	271	125
Number of Beds:	303	158
Call Time Limit:	15 Minutes	
Hours of Availability for Inmate Telephones:	7AM to 11PM Daily	
Hours of Availability for Booking Telephones:	24/7	
Number of Inmate Telephones Required:	31	23
Number of Hands-Free Speaker Phones:	0	4
Required Inmate Telephone Cord Length:	18”	
Visitation Sets Required:	16 booths (32 phones)	8 booths (16 phones)
Required Visitation Telephone Cord Length:	24”	
Portable/Cart Phones Required:	2	
TDD Telephones Required:	2	
VRS Units Required:	2	
Lobby Kiosks Required:	2	
Inmate Kiosks Required:	2	
Number of Visitor Video Visitation Stations Required:	3	2
Number of Inmate Video Visitation Stations Required:	10	15
Requested Number of Tablets:	270	120
Video Visitation Workstations Required:	2	
Inmate Telephone Workstations Required:	2	

11. Question: Does the County allow international calls?

Answer: Yes. County will allow international debit calls.

12. Question: Does the County provide the kill switches for the Video Visitation and tablets?

Answer: No. Vendors shall be responsible for providing, installing and maintaining the kill switches for the ITS. Vendors shall ensure the proposed kill switches operate through the current relay services and are connected to the ITS or find another solution to maintain the kill switches on the control boards.

13. Question: How often does the County allow visits?

Answer: Please see the table below for the current visitation schedule. Note, each inmate and each visitor are currently limited to 3, 1-hour visits per week.

Placerville Jail	
Day	Hours
Monday – Sunday	8:00AM – 11:00AM and 1:00PM - 4:00PM
Monday – Thursday	7:00PM – 10:00 PM

South Lake Tahoe Jail	
Day	Hours
Monday – Saturday	8:00AM – 11:00AM and 1:00PM - 4:00PM
Tuesday – Thursday	6:00PM – 9:00 PM

14. Question: Is there an earth ground located at each site?

Answer: Yes. There is earth ground at each receptacle location.

15. Question: In regard to Page 55, Sec 20: Will the County provide power for the Kiosk?

Answer: Yes. County will provide a standard power outlet.

16. Question: In regard to Section 7.5.10 and 7.5.11: MAG and Supplemental Payments (p.25): It states a MAG of \$110k per year is required with supplemental payments of at least \$25k in addition to revenue share. Are these payments monthly or annually?

Answer: The MAG is calculated annually and the upfront Supplemental Payment is a one-time payment. Please refer to **APPENDIX F – SAMPLE AGREEMENT, ARTICLE V AND ARTICLE V1** for additional information on MAG and Upfront Supplemental Payments.

17. Question: Under Section 4.3.3.1: The statement is that “references should be for facilities where the Vendor has a ITS, VVS, and Tablets contract.” Does this mean an and/or or are the only references acceptable that have all three in place?

Answer: A valid reference must include Vendor client(s) where all three technologies are provided: ITS, VVS and Tablets.

18. Question: Is there an existing Video Visitation System in place (at both facilities) that the Vendor will be responsible for removing as part of this project? If so, please state how many existing Video Visitation stations are located at each facility.

Answer: No. There is not an existing VVS at either facility.

19. Question: If there is an existing Video Visitation System in place, is there existing CAT6 cable run to each station location that can be reused for the new stations?

Answer: There is not an existing VVS in place at either facility.

20. Question: The RFP provides the total number of visitation stations to be located at each facility. Please provide floor plans showing desired locations of video visitation stations and the equipment rooms that they will homerun to. Visitation stations must be located within 100 meters of an equipment room.

Answer: Due to security reasons, floor plans will only be released to the awarded Vendor and upon contract execution. The County cannot guarantee all video visitation units will be located within 100 meters of an equipment room. It is the Vendor’s responsibility to provide adequate wiring, conduit, cabling for the provision of VVS.

21. Question: If floor plans cannot be provided, please state how many equipment rooms will be required for the video visitation system and state how many video visitation stations will homerun to each equipment room. Please note that stations must be located within 100 meters of an equipment room. This information is needed in order to size headend equipment properly.

Answer: There are 3 equipment rooms at Placerville and 2 equipment rooms at South Lake Tahoe available for use by the VVS. It is the Vendor’s responsibility to determine which and how many units will be run through the available equipment rooms.

22. Question: Is there an existing network backbone in place (connecting equipment rooms) at the facility that can be used for the video visitation system? If so, is it fiber or copper? If not, will the County provide the necessary network backbone?

Answer: VVS does not currently exist at either facility. County will not provide a network for the VVS. Please refer to **Section 8.4 General Installation Requirements, Subsections 8.4.1, 8.4.3 and 8.4.9** of the RFP.

23. Question: If new CAT6 cable is required for the new Video Visitation Stations, will the County provide the required CAT6 cabling from each video visitation station to its respective equipment room? Or is the vendor to provide conduit & cabling?

Answer: It is the Vendor's responsibility to provide the necessary infrastructure for the installation of VVS. County will not provide conduit or cabling. Please refer to **Section 8.4 General Installation Requirements, Subsections 8.4.1, 8.4.3 and 8.4.9** of the RFP.

24. Question: Is the following approach acceptable for new conduit & cabling? Above the ceiling and in areas that are not accessible by inmates, provide plenum-rated cable not run in conduit. In inmate accessible areas, run plenum-rated cable in exposed EMT conduit. If this is not acceptable, please explain what method is required for new conduit and wire.

Answer: Yes. This method is acceptable as long as all plenum-rated cable is inaccessible to inmates and EMT conforms to CA Code of Regulations Title 24 requirements.

25. Question: Are there existing 120VAC electrical receptacles located where each new visitation station will be installed? If not, will the County provide these?

Answer: The County prefers a VVS option that does not require a separate power source.

26. Question: Can the County provide the name of a local Electrical Contractor that could be used for any necessary conduit, cabling, or power requirements?

Answer: County will not recommend an electrical contractor. It is the Vendor's responsibility to select a contractor to complete the necessary work to meet the requirements in this RFP.

27. Question: Will the County provide the Internet service needed for remote visits and for remote troubleshooting/diagnostics of the video visitation system? If not, who is the local internet service provider?

Answer: No. County will not provide internet service needed for the provision of VVS. Please refer to **Section 8.4 General Installation Requirements, Subsections 8.4.1, 8.4.3 and 8.4.9** of the RFP. Vendor may choose to work with the internet provider of their choice in order to satisfy the requirements of this RFP.

28. Question: Are prevailing wages required for any onsite installation services?

Answer: No. Prevailing wages are not applicable since the County will not be funding any portion of the installation or services to be provided in this RFP.

29. Question: Is the County tax-exempt?

Answer: No. The County is not tax-exempt.

30. Question: For the Call Statistics provided on page 58 of the RFP, would the County please provide revenue paid to the County, broken down by call type?

Answer: Please refer to Attachment 1 – Commission Summaries for the last 6 months’ commission summaries.

31. Question: Please provide a copy of all current contracts and amendments pertaining to phones and video visitation.

Answer: Please refer to Attachment 2 – Contracts and Amendments for the requested information pertaining to inmate telephones. VVS is not currently utilized; therefore, there are no VVS contractual documents.

32. Question: Please provide the commission percentage currently received on inmate telephone revenue, an average of monthly commissions received over the past year from the current vendor, and copies of commission statements from the last six months.

Answer: County does not currently receive commission based on a percentage of revenue. The average monthly commission received in the last 12-months is \$9,265.57. Please refer to Attachment 1 – Commission Summaries for statements for the past 6 months and Attachment 2 – Contract and Amendments for the past and current commission percentage received.

33. Question: Does the County intend to maintain speaker phones in booking?

Answer: Yes. Refer to the answer provided for Question #10.

34. Question: Appendix A states that 10 inmate video visitation stations are required at Placerville and 15 at South Lake Tahoe. These numbers seem high, especially for South Lake Tahoe. Please confirm whether these numbers are correct.

Answer: Refer to the answer provided for Question #3.

35. Question: Does the County intend to maintain both existing inmate phones in each housing unit once the VVS is installed? Or, will the VVS unit replace one of the existing phones?

Answer: All inmate telephone phones will remain in the housing units upon implementation of VVS. Refer to **Appendix A – Facility Specifications** for the number of required inmate telephones and VVS units.

36. Question: Would the County please provide a floor plan or building spec layout?

Answer: Refer to the answer provided for Question #21.

37. Question: May companies from outside the USA (i.e., India or Canada) apply for this?

Answer: Yes. Companies outside the USA may submit proposals.

38. Question: Would we need to come over there for meetings?

Answer: Yes. Onsite meetings will be necessary.

39. Question: Can we perform the tasks (related to the RFP) outside the USA (i.e., from India or Canada)?

Answer: Yes. However, all requirements of the RFP must be satisfied.

40. Question: Can proposals be submitted via email?

Answer: No. Please refer to RFP **Section 2.4 – Submission of Proposal**.

41. Question: May we submit a proposal for *only* the video visitation & tablets portion of this project?

Answer: Yes. However, please refer to **Section 3.1 Evaluation Factors** for specifics regarding the evaluation criteria. All proposals will be evaluated on the provision of ITS, VVS, and Tablet criteria listed therein.

Thank you for your participation.



Terri Knowlton
Purchasing Agent

SUMMARY COMMISSION REPORT

2809 Cameron St.
Mobile, AL 36607

Contract Name: El Dorado County CA - 2015
Supplier Code: ZZ8525
Period: May 2016 (04/26/2016 to 05/25/2016)

Call Jurisdiction	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	733	13.48%	6,866	13.11%	\$1,441.86	6.27%	0.00%	\$0.00
Advance Pay Intrastate Interlata	669	12.30%	5,462	10.43%	\$5,775.78	25.11%	49.00%	\$2,830.13
Advance Pay Intrastate Intralata	1,701	31.29%	18,833	35.95%	\$7,206.78	31.33%	49.00%	\$3,531.32
Advance Pay Local	1,538	28.29%	16,264	31.05%	\$5,611.30	24.39%	49.00%	\$2,749.54
Collect Interstate Interlata	22	0.40%	213	0.41%	\$53.25	0.23%	0.00%	\$0.00
Collect Intrastate Interlata	59	1.09%	375	0.72%	\$435.75	1.89%	49.00%	\$213.52
Collect Intrastate Intralata	180	3.31%	1,072	2.05%	\$657.91	2.86%	49.00%	\$322.38
Collect Local	535	9.84%	3,301	6.30%	\$1,820.75	7.92%	49.00%	\$892.17
Total:	5,437	100.00%	52,386	100.00%	\$23,003.38	100.00%		\$10,539.05

El Dorado County Sheriff's Department
c/o Praeses, LLC
330 Marshall Street, 8th Floor
Shreveport, LA 71101

Supplier Name: El Dorado County Sheriff's Department
Supplier Code: ZZ8525
Period: June 2016

PRE-FCC 5/26/16- 6/19/16

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	794	17.26%	8,413	18.74%	\$1,766.73	9.30%	0.0% of Revenue	\$0.00
Advance Pay Intrastate Interlata	505	10.98%	3,914	8.72%	\$4,215.66	22.19%	49.0% of Revenue	\$2,065.67
Advance Pay Intrastate Intralata	1,547	33.62%	16,772	37.35%	\$6,465.70	34.04%	49.0% of Revenue	\$3,168.19
Advance Pay Local	1,103	23.97%	11,699	26.05%	\$4,016.78	21.15%	49.0% of Revenue	\$1,968.22
Collect Interstate Interlata	13	0.28%	122	0.27%	\$30.50	0.16%	0.0% of Revenue	\$0.00
Collect Intrastate Interlata	60	1.30%	449	1.00%	\$489.81	2.58%	49.0% of Revenue	\$240.01
Collect Intrastate Intralata	212	4.61%	1,071	2.39%	\$752.05	3.96%	49.0% of Revenue	\$368.50
Collect Local	367	7.98%	2,462	5.48%	\$1,258.30	6.62%	49.0% of Revenue	\$616.57
Totals:	4,601	100.00%	44,902	100.00%	\$18,995.53	100.00%		\$8,427.16

POST-FCC 6/20/16- 6/25/16

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	154	12.72%	1,652	14.85%	\$346.92	8.33%	\$0.0 per minute	\$0.00
Advance Pay Intrastate Interlata	135	11.15%	971	8.73%	\$570.25	13.69%	\$0.120 per minute	\$116.52
Advance Pay Intrastate Intralata	362	29.89%	3,768	33.88%	\$1,486.98	35.70%	\$0.120 per minute	\$452.16
Advance Pay Local	286	23.62%	2,809	25.26%	\$969.08	23.26%	\$0.120 per minute	\$337.08
Advance Pay One Call Interstate Interlata	7	0.58%	84	0.76%	\$17.64	0.42%	\$0.0 per minute	\$0.00
Advance Pay One Call Intrastate Interlata	4	0.33%	42	0.38%	\$20.67	0.50%	\$0.120 per minute	\$5.04
Advance Pay One Call Intrastate Intralata	19	1.57%	176	1.58%	\$71.52	1.72%	\$0.120 per minute	\$21.12
Advance Pay One Call Local	14	1.16%	117	1.05%	\$41.78	1.00%	\$0.120 per minute	\$14.04
Collect Interstate Interlata	5	0.41%	30	0.27%	\$7.50	0.18%	\$0.0 per minute	\$0.00
Collect Intrastate Interlata	7	0.58%	45	0.40%	\$32.80	0.79%	\$0.120 per minute	\$5.40
Collect Intrastate Intralata	53	4.38%	246	2.21%	\$138.71	3.33%	\$0.120 per minute	\$29.52
Collect Local	97	8.01%	597	5.37%	\$256.36	6.15%	\$0.120 per minute	\$71.64
Debit Interstate Interlata	7	0.58%	84	0.76%	\$17.64	0.42%	\$0.0 per minute	\$0.00
Debit Intrastate Interlata	3	0.25%	10	0.09%	\$8.16	0.20%	\$0.120 per minute	\$1.20
Debit Intrastate Intralata	16	1.32%	121	1.09%	\$50.06	1.20%	\$0.120 per minute	\$14.52
Debit Local	42	3.47%	370	3.33%	\$129.33	3.10%	\$0.120 per minute	\$44.40
Totals:	1,211	100.00%	11,122	100.00%	\$4,165.40	100.00%		\$1,112.64

El Dorado County Sheriff's Department
c/o Praeses, LLC
330 Marshall Street, 8th Floor
Shreveport, LA 71101

SUMMARY COMMISSION REPORT

Contract Name: EI Dorado County CA - 2015
Supplier Code: ZZ8525
Period: July 2016 (06/26/2016 to 07/25/2016)

2809 Cameron St.
 Mobile, AL 36607

Call Jurisdiction	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	910	13.65%	9,417	16.03%	\$1,977.57	9.62%	\$0.0 per minute	\$0.00
Advance Pay Intrastate Interlata	794	11.91%	6,175	10.51%	\$2,470.00	12.02%	\$0.120 per minute	\$741.00
Advance Pay Intrastate Intralata	1,801	27.02%	17,763	30.23%	\$7,105.20	34.56%	\$0.120 per minute	\$2,131.56
Advance Pay Local	1,293	19.40%	12,710	21.63%	\$4,448.50	21.64%	\$0.120 per minute	\$1,525.20
Advance Pay One Call Interstate Interlata	51	0.77%	490	0.83%	\$102.90	0.50%	\$0.0 per minute	\$0.00
Advance Pay One Call Intrastate Interlata	28	0.42%	249	0.42%	\$99.60	0.48%	\$0.120 per minute	\$29.88
Advance Pay One Call Intrastate Intralata	87	1.31%	849	1.44%	\$339.60	1.65%	\$0.120 per minute	\$101.88
Advance Pay One Call Local	67	1.01%	686	1.17%	\$240.10	1.17%	\$0.120 per minute	\$82.32
Collect Interstate Interlata	30	0.45%	191	0.33%	\$47.75	0.23%	\$0.0 per minute	\$0.00
Collect Intrastate Interlata	40	0.60%	350	0.60%	\$140.00	0.68%	\$0.120 per minute	\$42.00
Collect Intrastate Intralata	254	3.81%	1,439	2.45%	\$575.60	2.80%	\$0.120 per minute	\$172.68
Collect Local	581	8.72%	3,802	6.47%	\$1,330.70	6.47%	\$0.120 per minute	\$456.24
Debit Interstate Interlata	56	0.84%	430	0.73%	\$90.30	0.44%	\$0.0 per minute	\$0.00
Debit Intrastate Interlata	98	1.47%	638	1.09%	\$255.20	1.24%	\$0.120 per minute	\$76.56
Debit Intrastate Intralata	260	3.90%	1,690	2.88%	\$676.00	3.29%	\$0.120 per minute	\$202.80
Debit Local	315	4.73%	1,878	3.20%	\$657.30	3.20%	\$0.120 per minute	\$225.36
Total:	6,665	100.00%	58,757	100.00%	\$20,556.32	100.00%		\$5,787.48

EI Dorado County Sheriff's Department
c/o Praeses, LLC
330 Marshall Street, 8th Floor
Shreveport, LA 71101

SUMMARY COMMISSION REPORT

Contract Name: El Dorado County CA - 2015
Supplier Code: ZZ8525
Period: August 2016 (07/26/2016 to 08/25/2016)

2809 Cameron St.
 Mobile, AL 36607

Call Jurisdiction	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	848	12.42%	8,287	13.48%	\$1,740.27	7.97%	\$0.0 per minute	\$0.00
Advance Pay Intrastate Interlata	822	12.04%	6,590	10.72%	\$2,636.00	12.07%	\$0.120 per minute	\$790.80
Advance Pay Intrastate Intralata	2,198	32.19%	21,116	34.36%	\$8,446.40	38.68%	\$0.120 per minute	\$2,533.92
Advance Pay Local	1,713	25.08%	16,351	26.61%	\$5,722.85	26.21%	\$0.120 per minute	\$1,962.12
Advance Pay One Call Interstate Interlat	37	0.54%	466	0.76%	\$97.86	0.45%	\$0.0 per minute	\$0.00
Advance Pay One Call Intrastate Interlat	75	1.10%	721	1.17%	\$288.40	1.32%	\$0.120 per minute	\$86.52
Advance Pay One Call Intrastate Intralat	106	1.55%	1,056	1.72%	\$422.40	1.93%	\$0.120 per minute	\$126.72
Advance Pay One Call Local	76	1.11%	836	1.36%	\$292.60	1.34%	\$0.120 per minute	\$100.32
Collect Interstate Interlata	34	0.50%	225	0.37%	\$56.25	0.26%	\$0.0 per minute	\$0.00
Collect Intrastate Interlata	72	1.05%	583	0.95%	\$233.20	1.07%	\$0.120 per minute	\$69.96
Collect Intrastate Intralata	204	2.99%	1,194	1.94%	\$477.60	2.19%	\$0.120 per minute	\$143.28
Collect Local	535	7.83%	3,575	5.82%	\$1,251.25	5.73%	\$0.120 per minute	\$429.00
Debit Interstate Interlata	3	0.04%	19	0.03%	\$3.99	0.02%	\$0.0 per minute	\$0.00
Debit Intrastate Interlata	15	0.22%	85	0.14%	\$34.00	0.16%	\$0.120 per minute	\$10.20
Debit Intrastate Intralata	43	0.63%	188	0.31%	\$75.20	0.34%	\$0.120 per minute	\$22.56
Debit Local	48	0.70%	163	0.27%	\$57.05	0.26%	\$0.120 per minute	\$19.56
Total:	6,829	100.00%	61,455	100.00%	\$21,835.32	100.00%		\$6,294.96

El Dorado County Sheriff's Department
c/o Praeses, LLC
330 Marshall Street, 8th Floor
Shreveport, LA 71101

SUMMARY COMMISSION REPORT

Contract Name: El Dorado County CA - 2015

Supplier Code: ZZ8525

Period: September 2016 (08/26/2016 to 09/25/2016)

2809 Cameron St.
Mobile, AL 36607

Call Jurisdiction	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	804	10.91%	7,601	11.87%	\$1,596.21	6.95%	\$0.0 per minute	\$0.00
Advance Pay Intrastate Interlata	1,062	14.42%	8,784	13.72%	\$3,513.60	15.30%	\$0.120 per minute	\$1,054.08
Advance Pay Intrastate Intralata	2,264	30.73%	21,334	33.32%	\$8,533.60	37.16%	\$0.120 per minute	\$2,560.08
Advance Pay Local	1,817	24.66%	15,975	24.95%	\$5,591.25	24.35%	\$0.120 per minute	\$1,917.00
Advance Pay One Call Interstate Interlata	62	0.84%	740	1.16%	\$155.40	0.68%	\$0.0 per minute	\$0.00
Advance Pay One Call Intrastate Interlata	79	1.07%	747	1.17%	\$298.80	1.30%	\$0.120 per minute	\$89.64
Advance Pay One Call Intrastate Intralata	152	2.06%	1,554	2.43%	\$621.60	2.71%	\$0.120 per minute	\$186.48
Advance Pay One Call Local	138	1.87%	1,318	2.06%	\$461.30	2.01%	\$0.120 per minute	\$158.16
Collect Interstate Interlata	24	0.33%	139	0.22%	\$34.75	0.15%	\$0.0 per minute	\$0.00
Collect Intrastate Interlata	79	1.07%	696	1.09%	\$278.40	1.21%	\$0.120 per minute	\$83.52
Collect Intrastate Intralata	355	4.82%	1,650	2.58%	\$660.00	2.87%	\$0.120 per minute	\$198.00
Collect Local	509	6.91%	3,387	5.29%	\$1,185.45	5.16%	\$0.120 per minute	\$406.44
Debit Interstate Interlata	8	0.11%	34	0.05%	\$7.14	0.03%	\$0.0 per minute	\$0.00
Debit Intrastate Interlata	1	0.01%	4	0.01%	\$1.60	0.01%	\$0.120 per minute	\$0.48
Debit Intrastate Intralata	8	0.11%	51	0.08%	\$20.40	0.09%	\$0.120 per minute	\$6.12
Debit Local	5	0.07%	19	0.03%	\$6.65	0.03%	\$0.120 per minute	\$2.28
Total:	7,367	100.00%	64,033	100.00%	\$22,966.15	100.00%		\$6,662.28

El Dorado County Sheriff's Department
c/o Praeses, LLC
330 Marshall Street, 8th Floor
Shreveport, LA 71101

SUMMARY COMMISSION REPORT

Contract Name: El Dorado County CA - 2015

Supplier Code: ZZ8525

Period: October 2016 (09/26/2016 to 10/25/2016)

2809 Cameron St.
Mobile, AL 36607

Call Jurisdiction	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	930	13.93%	8,557	14.79%	\$1,796.97	8.75%	\$0.0 per minute	\$0.00
Advance Pay Intrastate Interlata	1,279	19.16%	11,072	19.14%	\$4,428.80	21.56%	\$0.120 per minute	\$1,328.64
Advance Pay Intrastate Intralata	1,816	27.20%	15,972	27.61%	\$6,388.80	31.10%	\$0.120 per minute	\$1,916.64
Advance Pay Local	1,497	22.42%	13,420	23.20%	\$4,697.00	22.86%	\$0.120 per minute	\$1,610.40
Advance Pay One Call Interstate Interlat	33	0.49%	304	0.53%	\$63.84	0.31%	\$0.0 per minute	\$0.00
Advance Pay One Call Intrastate Interlat	99	1.48%	953	1.65%	\$381.20	1.86%	\$0.120 per minute	\$114.36
Advance Pay One Call Intrastate Intralat	122	1.83%	1,331	2.30%	\$532.40	2.59%	\$0.120 per minute	\$159.72
Advance Pay One Call Local	70	1.05%	789	1.36%	\$276.15	1.34%	\$0.120 per minute	\$94.68
Collect Interstate Interlata	14	0.21%	91	0.16%	\$22.75	0.11%	\$0.0 per minute	\$0.00
Collect Intrastate Interlata	32	0.48%	240	0.41%	\$96.00	0.47%	\$0.120 per minute	\$28.80
Collect Intrastate Intralata	221	3.31%	1,365	2.36%	\$546.00	2.66%	\$0.120 per minute	\$163.80
Collect Local	557	8.34%	3,737	6.46%	\$1,307.95	6.37%	\$0.120 per minute	\$448.44
Debit Interstate Interlata	1	0.01%	1	0.00%	\$0.21	0.00%	\$0.0 per minute	\$0.00
Debit Intrastate Interlata	1	0.01%	7	0.01%	\$2.80	0.01%	\$0.120 per minute	\$0.84
Debit Intrastate Intralata	1	0.01%	1	0.00%	\$0.40	0.00%	\$0.120 per minute	\$0.12
Debit Local	3	0.04%	6	0.01%	\$2.10	0.01%	\$0.120 per minute	\$0.72
Total:	6,676	100.00%	57,846	100.00%	\$20,543.37	100.00%		\$5,867.16

El Dorado County Sheriff's Department
c/o Praeses, LLC
330 Marshall Street, 8th Floor
Shreveport, LA 71101

**FIRST AMENDMENT TO PUBLIC COMMUNICATIONS SERVICES INMATE PHONE
SERVICES AGREEMENT**

This First Amendment (“First Amendment”) has an effective date of May 16, 2016 (“First Amendment Effective Date”), amends and revises that certain Public Communications Services Inmate Phone Services Agreement, entered into on May 16, 2013, by and between EL DORADO COUNTY SHERIFF’S OFFICE (“Client”) and PUBLIC COMMUNICATIONS SERVICES, INC.¹ (“PCS”), an Idaho corporation.

RECITALS

WHEREAS, Client and PCS entered into an Inmate Phone Services Agreement (“Agreement”) with a term of May 16, 2013 through May 15, 2016; and,

WHEREAS, the Federal Communications Commission (FCC) issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 (“FCC Order”), which mandated rates and charges for inmate telephone services, certain transaction fees, and other requirements; and

WHEREAS, Client and PCS have agreed to amend the Agreement to, among other things, extend the term of the agreement, and implement the FCC-mandated calling rates and fees;

NOW THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the sufficiency of which is acknowledged by the parties’ signatures, Client and PCS hereby agree as follows:

1. Any reference to “commission” shall be amended to revenue share.
2. The following paragraphs of **Section 3. Compensation** shall be amended as follows:

Paragraph 1:

Effective May 16, 2013, PCS shall pay Client a revenue share of forty-five percent (45%) calculated on all Gross Revenue, which shall be defined as revenue generated by and through the ITS and shall include, but not be limited to, all collect, debit, pre-paid inmate telephone calls, and coin operated telephones located at the Facilities. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by PCS and in any way connected to the provision of service pursuant to the Agreement. Gross Revenue includes, by way of example and not limitation, the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of collect, debit, and pre-paid local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls), additional fees and/or charges added to the total cost of a call or any other compensation received by PCS. PCS shall pay a revenue share on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments, or any other PCS expense.

1. Effective August 2010, Public Communication Services Inc. (“PCS”) is a wholly owned subsidiary of Global Tel* Link (“GTL”).

Paragraph 2:

Effective with the June 2015 traffic period (defined as May 26, 2015 through June 25, 2015) and until June 19, 2016, PCS shall pay Client a revenue share of **forty-nine percent (49%)** on all Gross Revenue (as defined above). In the event the Agreement is not executed by May 26, 2015, PCS shall pay Client a revenue share of **forty-nine percent (49%)** effective with the traffic period immediately following the date of the last signature found on page 9 of the Agreement. Effective June 20, 2016, PCS shall pay Client a revenue share equal to **twelve cents (\$0.12)** for each minute of use generated by inmate telephone calls and contributing to Gross Revenue (as define above), excluding as set forth in paragraph 10.

Paragraph 6:

Effective June 20, 2016:

Pre-Paid Collect Fees. Pre-paid collect fees are defined as fees imposed on called parties who fund (either at set up or at a later time) a pre-paid collect account with PCS to accept calls. The amount of the pre-paid collect fees approved by Client are specified below.

Pre-paid collect funding fee (IVR, Web, Etc.) - \$3.00
Pre-paid collect funding fee (live operator) - \$5.95

Paragraph 7:

Effective June 20, 2016:

Monthly Collect Billing Fee. The billing statement fee is defined as a fee charged by PCS to called parties for providing an optional paper billing statement. The amount of the billing statement fee approved by Client is specified below.

Monthly billing statement fee - \$2.00

Paragraph 10:

Effective February 5, 2014, the monthly revenue share of Gross Revenue for Interlata/Interstate traffic was changed to **zero percent (0%)**. Effective June 20, 2016, the monthly revenue share of Gross Revenue for Interlata/Interstate traffic shall be **zero cents (\$0.00)** for each minute of use generated by inmate telephone calls and contributing to Gross Revenue. Gross Revenue for all other call types shall remain unchanged. Should a federal, state or local regulatory agency issue a ruling which lowers the calling rates or compensation in this Agreement, PCS and Client will negotiate in good faith to adjust the calling rates and compensation in this Agreement and make them in compliance with the rates implemented by the regulatory agency or either party may terminate the Agreement without penalty so that Client may select another inmate telephone service provider. The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized the FCC.

1. Effective August 2010, Public Communication Services Inc. ("PCS") is a wholly owned subsidiary of Global Tel* Link ("GTL").

3. The following paragraphs shall be added to Section 3. Compensation of the Agreement:

Paragraph 12:

As soon as reasonably practicable following the First Amendment Effective Date, PCS will add a prepaid calling option which allows PCS to offer consumers the ability to accept collect calls without having to fund a pre-paid account. This new option, AdvancePay One Call (APOC) permits the consumer to use prepaid calling at the per-minute-of-use rate for the prepaid call. Consumers using an Automated Payment method (§64.6020(b)(1)) to make an APOC may be charged up to three Dollars (\$3.00) per use. Should there be a change in law, including FCC regulations, barring the use of APOC in the manner contemplated by this Agreement, then APOC calls will be removed to comply with the changed law.

4. **Section 4. TERM AND TERMINATION** is hereby amended to extend the expiration date of the Agreement from **May 15, 2016** through **January 31, 2017**. Client, at its sole option, shall have the right to terminate the Agreement at any time during this extension with sixty (60) days written notice to PCS without penalty. For the avoidance of doubt, Client shall not be entitled, and PCS shall not owe or pay any renewal or extension bonus in connection with the extension of the Agreement contemplated by this First Amendment. Client shall have the option to extend this Agreement on a month to month basis with thirty (30) days written notice to PCS. This Agreement will not automatically renew.
5. **On June 20, 2016, Exhibit 1 of the Agreement** shall be deemed deleted in its entirety and replaced with the following:

Exhibit 1

Client Calling Rates

INMATE TELEPHONE CALLING RATES		
Call Type	Collect	Pre-Paid Collect & Debit
	Per Minute Rate	Per Minute Rate
Local	\$0.35	\$0.35
Intralata/Intrastate	\$0.40	\$0.40
Interlata/Intrastate	\$0.40	\$0.40
Interlata/Interstate	\$0.25	\$0.21
Domestic International (US Territories)	\$0.25	\$0.21
International (Excluding US Territories)	N/A	\$0.75

1. Effective August 2010, Public Communication Services Inc. ("PCS") is a wholly owned subsidiary of Global Tel* Link ("GTL").

The rates charged are exclusive of taxes, and other amounts collected by PCS on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs.

FEES

Funding Fee (as defined in paragraph 6 of Section 3. Compensation) for payments using an automated payment method	\$3.00 per deposit
Funding Fee (as defined in paragraph 6 of Section 3. Compensation) for payment using live operator	\$5.95 per deposit
Fee for paper bill/statement (as defined in paragraph 7 of Section 3. Compensation)	\$2.00 per paper bill/statement
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, other Third Party)	The exact fee from the third-party provider passed through directly to customer with no markup
Applicable Required Taxes (Federal Universal Service Fee, and etc.)	Varies (100% Pass-Through/No Markup Allowed)
All Other Fees:	Not Allowed

- 6. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as expressly modified by this First Amendment, the provisions and conditions of the original Agreement are unchanged and shall remain in full force and effect. The original Agreement, as expressly modified this First Amendment, is the complete agreement of the parties and supersedes all prior or contemporaneous agreements and representations, whether written or oral and may not be further modified or amended except by written amendment. This First Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this First Amendment on behalf of the entity for which they are signing.**

Signature Page Follows

1. Effective August 2010, Public Communication Services Inc. ("PCS") is a wholly owned subsidiary of Global Tel* Link ("GTL").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

== COUNTY OF EL DORADO ==

By: [Signature]

Dated: 8/30/16

Chair Ron Mikulaco
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

Dated: 8/30/16

PUBLIC COMMUNICATIONS SERVICES, INC.

[Signature]
Jeffrey B. Haidinger

9/16/16
Date

1. Effective August 2010, Public Communication Services Inc. ("PCS") is a wholly owned subsidiary of Global Tel* Link ("GTL").

PUBLIC COMMUNICATIONS SERVICES INMATE PHONE SERVICES AGREEMENT

This Inmate Phone Services Agreement ("Agreement") is entered into by and between PUBLIC COMMUNICATIONS SERVICES, INC. ¹ ("PCS"), a California corporation, and EL DORADO COUNTY SHERIFF'S OFFICE ("Client") and is effective on the date of the last signature found on page 10, as follows:

RECITALS

WHEREAS, the Client has the mandated responsibility to provide to the County's inmates in its custody reasonable access to phones at its correctional facilities in Placerville and South Lake Tahoe ("Facilities") supervised by the El Dorado County Sheriff's Office, and:

WHEREAS, the Client is designated the sole authority over an "Inmate Welfare Fund" wherein funds from the use of the Inmate Phones are deposited, and:

WHEREAS, the Client may enter into legal contracts for the provision of such Inmate Phone service, and:

WHEREAS, PCS provides, among other services, Inmate Phone Service;

NOW, THEREFORE, in consideration of the mutual covenants made herein the parties hereto agree as follows:

1. SERVICES

A. PCS will provide Client with monthly traffic detail, Call Detail Records and billing files.

B. PCS will service and maintain all existing Inmate and Visitation Phones at the Facilities (the "Inmate Phones") on condition that both PCS and any subcontractor agree to comply with all terms and conditions of the Agreement. PCS also agrees to retain liability for services performed by subcontractors. PCS may remove any existing Inmate and Visitation Phones and as agreed by Client, may install new Inmate Phones as is reasonably required. PCS will be responsible for collecting all revenues generated from the operations of Inmate Phones, including but not limited to, coin revenue, collect calls and all other types of calls which are placed from Inmate Phones. Calls placed will include all local, Intralata, Interlata, Interstate and International calls generated and completed by and through the Inmate Phones.

C. PCS may use a subcontractor to provide Inmate Phone services and support upon express consent and approval of Client. PCS will provide Client with any subcontractors repair procedures and guidelines. If the subcontractor is in breach of its duties, PCS may terminate the subcontractor's agreement. At PCS and Client's discretion, if subcontractor is working in good faith to cure the breach, PCS may retain the subcontractor. If subcontractor is unable or unwilling to cure the breach, PCS and client may agree to 1) waive the breach or 2) terminate the subcontractor's agreement and hire another subcontractor under similar terms and conditions. The respective Local Exchange Carrier ("LEC") or other providers of PCS' escalation procedures to Client that are attached and incorporated here in as EXHIBIT 2".

D. PCS shall provide Client monthly traffic detail reports and access to its web-based reporting system, ICMv, so that Client can view (for each Inmate Phone), the total gross revenue by source and amount. PCS will provide the calculation of commission paid to Client.

Page 1 of 12

1. Effective August 2010, Public Communication Services Inc. ("PCS") is a wholly owned subsidiary of Global Tel* Link ("GTL").

E. All subcontractors must undergo a security check with Client, to have clearance to access the Facilities.

2. POWERS OF PCS

A. The powers and authorities herein granted to PCS shall be specifically granted by Client.

B. Notwithstanding any provision to the contrary, PCS shall be an independent contractor. It shall not make any commitment or incur any charge or expense in the name of the Client.

C. In accordance with the provisions of 2b and at the Client's direction, PCS shall replace, install and maintain an improved or more technologically advanced system (including the Inmate Phones) than that currently in place. PCS shall install such a system upon mutual agreement with Client. In such case PCS shall assume full responsibility for uninterrupted services to Client, transition of systems and installation of new systems. These services specified herein and shall be at no additional cost to the Client.

3. COMPENSATION

PCS shall pay Client a commission rate of **forty-five percent (45%)** calculated on all Gross Revenue generated by and through the ITS including but not limited to all collect, debit, pre-paid inmate telephone calls, and coin operated telephones located at the Facilities. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by PCS and in any way connected to the provision of service pursuant to the Agreement. Gross Revenue includes, by way of example and not limitation, the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of collect, debit, and pre-paid local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls), additional fees and/or charges added to the total cost of a call or any other compensation received by PCS. PCS shall pay commission on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments, or any other PCS expense.

Effective with the June 2015 traffic period (defined as May 26, 2015 through June 25, 2015) and for the remainder of the Agreement, PCS shall pay Client a commission rate of **forty-nine percent (49%)** on all Gross Revenue (as defined above). In the event the Agreement is not executed by May 26, 2015, PCS shall pay Client a commission of **forty-nine percent (49%)** effective with the traffic period immediately following the date of the last signature found on page 9 of the Agreement.

The current fees approved by Client are detailed below. Any additional fees to be added to the called party's bill, paid by the called party (including those associated with establishing/funding pre-paid collect accounts) or paid by the inmate for inmate telephone calls from the Facilities must be approved by the Client prior to implementation. The Client and PCS shall mutually agree upon the method for compensation associated with the additional charges/fees due to the Client.

Any charges/fees added without the express written consent of the Client shall carry a fine of three-hundred fifty dollars (\$350.00) per day from the date the additional charges/fees

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were first added through the date the charges/fees were discontinued. The Client shall provide PCS with an invoice for the total fine due, and PCS shall remit payment to the Client within thirty (30) days. The Client and PCS shall mutually agree whether the charges/fees are to remain.

Payments, reports, monthly raw call detail records ("CDRs") and billing files are due to Client hereunder shall be made by Contractor no later than the twenty-fifth (25th) day of the month following the month of traffic. Commission payments shall be sent via wire transfer and traffic detail reports shall be sent via electronic format to Client.

Notwithstanding the foregoing, Gross Revenue does not include:

Pre-Paid Collect Fees. Pre-paid collect fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with PCS to accept calls. The amount of the pre-paid collect fees approved by Client are specified below.

Pre-paid collect funding fee (IVR) - \$6.25

Pre-paid collect funding fee (live customer service representative) - \$8.75

Monthly Collect Billing Fee. The billing statement fee is defined as a fee charged by PCS to called parties for processing collect calls on a LEC telephone bill. The amount of the billing fee approved by Client is specified below.

Monthly billing statement fee - \$2.49

Regulatory charges and taxes that are intended to be paid by the called party and then remitted one-hundred percent (100%) by the billing party to the appropriate governmental agency.

A "Free" call shall be defined as a call not generating any revenue for PCS. Calls to telephone numbers that appear on the free call list supplied or updated by Client shall not generate revenue for PCS and shall not be commissionable to Client. Only those numbers designated or added by Client on the free call list shall be marked as "Free" in the ITS and designated as such in the Call Detail Records. This includes free calls from telephone stations designated and approved by Client. In the event PCS receives revenue, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to Client. Unauthorized free calls, based on the average free calls completed over a 12 month period prior to the unapproved change, completed by PCS and unapproved by Client shall be deemed part of Gross Revenue and commissioned to Client.

Effective February 5, 2014, the monthly commission rate on Gross Revenue for Interlata/Interstate traffic was changed to zero percent (0%). The commission rate of Gross Revenue (as defined above) for all other call types shall remain unchanged. In addition, Client shall recoup from PCS a portion of certain administrative and operational expenses ("Cost Reimbursement Payment") incurred in maintaining the Inmate Phones and system. Reimbursement Payment shall be due and payable upon receipt of the invoice by PCS, which invoice shall be accompanied by supporting reports. Should a federal, state or local regulatory agency issue a ruling which significantly lowers the calling rates or compensation in this Agreement, PCS and Client will negotiate in good faith to adjust the calling rates and compensation in this Agreement and make them in compliance with the rates implemented by the regulatory agency or either party may terminate the Agreement without penalty so that

1. Effective August 2010, Public Communication Services Inc. ("PCS") is a wholly owned subsidiary of Global Tel* Link ("GTL").

Client may select another inmate telephone service provider. The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized the Federal Communications Commission (FCC).

PCS shall pay Client a renewal bonus of **eighty-five thousand dollars (\$85,000.00)** within ten (10) days of the date this Agreement is executed by Client.

4. TERM AND TERMINATION

A. The term of this Agreement shall be for a period of three (3) years and shall remain in effect from May 16, 2013 through May 15, 2016. Client, at its sole discretion, may renew the Agreement in six (6) month increments upon thirty (30) days written notice to PCS.

B. **Default:** Upon the occurrence of any default of the provisions of this Agreement, Client shall give written notice of said default to PCS ("Notice"). If PCS does not cure the default within ten (10) days of the date of Notice ("Time to Cure"), then PCS shall be in default. The Time to Cure may be extended at the discretion of Client. Any extension of Time to Cure must be in writing, prepared by PCS for signature by Client and must specify the reason(s) for the extension request and the date on which the extension of Time to Cure expires. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the PCS perform the provisions of this Agreement within the applicable period of time. No such Notice shall be deemed a termination of this Agreement unless Client so elects in this Notice, or Client so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination for default, Client reserves the right to take over and complete the work by Agreement or by any other means.

C. **Bankruptcy:** This Agreement, at the option of the Client, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of PCS.

D. **Ceasing Performance:** Client may terminate this Agreement in the event PCS ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

5. INDEMNITY

A. PCS shall defend, indemnify, and hold the Client harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind, and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, Client employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connect with the PCS' services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the Client, PCS, subcontractor(s) of PCS and employee(s) of any of these except for the sole, or active negligence of the Client, its officers and employees, or as expressly prescribed by statute. This duty of PCS to indemnify and save the Client harmless includes the duties to defend set forth in California Civil Code Section 2778.

1. Effective August 2010, Public Communication Services Inc. ("PCS") is a wholly owned subsidiary of Global Tel* Link ("GTL").

6. INSURANCE REQUIREMENTS

PCS and subcontractors of PCS shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that PCS and subcontractors of PCS maintain insurance that meets the following requirements:

A. Full Worker's compensation and Employer's Liability Insurance covering all employees of PCS as required by law in the State of California.

B. Commercial General Liability Insurance of not less \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

C. PCS and subcontractors of PCS shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

D. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

E. PCS and subcontractors of PCS agree that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, PCS and subcontractors of PCS agree, to the extent possible, to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and PCS agrees that no work or services shall be performed prior to the giving of such approval. In the event PCS and subcontractors of PCS fail to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

F. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

G. PCS' and subcontractors of PCS' insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of PCS' and subcontractors of PCS' insurance and shall not contribute with it.

H. Any deductibles or self-insured retentions must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

1. Effective August 2010, Public Communication Services Inc. ("PCS") is a wholly owned subsidiary of Global Tel* Link ("GTL").

I. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

J. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

K. The foregoing insurance requirements shall not limit PCS' and subcontractors of PCS' obligation arising under this Agreement.

L. In the event PCS and subcontractors of PCS cannot provide an occurrence policy, PCS and subcontractors of PCS shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

M. Certificate of insurance shall meet such additional standards as may be determined by Client either independently or in consultation with Risk Management, as essential for protection of the County. PCS' and subcontractors of PCS' insurance obligations shall survive termination or expiration of this Agreement as respects any occurrence during the contract period.

7. MAINTENANCE OF RECORDS, RIGHT TO AUDIT

PCS shall keep and maintain records (electronically where available) reflecting its operations for Client, and shall permit Client to inspect during business hours, upon at least forty-eight (48) hours prior notice, PCS' books, accounts and records pertaining to its operations for Client which original records shall not be removed from PCS' office. All such records, books and accounts shall be available for audit by Client for a period of four (4) years after PCS' performance of this Agreement for Client and for so long thereafter as any question with respect thereto remains unresolved. If an audit reveals an error or discrepancy, such error shall be corrected by prompt payment of money shown to be due and owing within one (1) billing cycle.

8. NOTICES

Notices required by this Agreement may be personally delivered to PCS or Client or may be delivered by facsimile and first class mail postage prepaid, addressed to the appropriate address hereinafter set forth or to such other address as PCS and Client may hereafter designate by written notice. If delivered by facsimile and first class mail, delivery will be considered complete on the date of the facsimile transmission.

PCS: PUBLIC COMMUNICATIONS SERVICES, INC.

Attn: Legal Department
12021 Sunset Hills Road Ste. 100
Reston, VA 20190

CLIENT: EL DORADO COUNTY SHERIFF'S OFFICE

Attn: Jon DeVille, CFO
300 Fair Lane
Placerville, CA 95667
Fax: (530) 642-9473

1. Effective August 2010, Public Communication Services Inc. ("PCS") is a wholly owned subsidiary of Global Tel* Link ("GTL").

9. REPRESENTATIONS AND WARRANTIES OF PCS

A. The parties intend that PCS and its subcontractors, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. PCS and its subcontractors are not to be considered an agent or employee of Client and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits Client provides its employees.

B. Each party agrees to file, as applicable, federal and state tax returns and pay all applicable taxes including sales tax on debit card sales on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Each party agrees to indemnify and hold the other harmless from any liability which it may incur to the United States or to the State of California as a consequence of its failure to pay, when due, all such taxes and obligations. In case a party is audited for compliance regarding any withholding or other applicable taxes, the other party agrees to furnish the other party proof of payment of taxes.

C. PCS and its subcontractors shall comply with all applicable federal, state, and local laws, rules, and regulations in regards to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

10. NO WAIVER OF BREACH

The waiver of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

11. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

12. MISCELLANEOUS

A. Dispute Resolution - Any controversy, claim or dispute between the Parties regarding any aspect of this Agreement or any act that allegedly has or would violate any provisions of this Agreement ("Arbitrable Dispute") will be submitted to arbitration in Client's County before an experienced arbitrator licensed to practice law in the State of California and selected from the American Arbitration Association or its successors panel of neutrals, as the exclusive and binding remedy for any such Arbitrable Dispute. Arbitration of Arbitrable Dispute shall be in accordance with the provisions of the rules and procedures of the American Arbitration Association in effect at the time of filing of the demand for arbitration, as amended and as augmented by this Agreement. Any party may bring an action in court to compel arbitration of this Agreement and to enforce an arbitration award. Otherwise, no party shall initiate or prosecute any lawsuit, appeal or administrative action in any way related to an Arbitrable Dispute. Each party shall be responsible for fifty percent (50%) of the arbitration fees until the provisions of Section C. below are made. Notice of the demand for arbitration shall be served in writing by certified mail, return receipt requested upon the other parties to the arbitration demand and with the San Francisco Office of the American Arbitration Association. Should

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any party to this Agreement hereafter institute any institute any legal action against the other with respect to any claim raised by this Agreement and/or pursue any Arbitrable Dispute by any method other than said arbitration, the responding party shall be entitled to recover from the initiating party all damages, costs, expenses, and attorney's fees incurred as a result of such action.

B. Successors, Subsidiaries and Assigns - This Agreement shall bind and inure to the benefit of the principals, agents, representatives, subsidiaries, successors, heirs and assigns of the parties hereto.

C. Attorney's Fees to Enforce this Agreement - If any arbitration be instituted to enforce this Agreement, the party not prevailing shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred by such prevailing party in connection with such arbitration.

D. Governing Law - This Agreement is made and entered into in this State of California, and in El Dorado County and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California and El Dorado County.

E. Severability- If any provision of this Agreement is declared by any proceeding to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Agreement.

F. Entire Agreement - The parties acknowledge that no other person or any agent or attorney of any other individual or entity has made any promise, representation or warranty whatsoever, express, implied or statutory, not contained herein, concerning the subject matter hereof, to induce the execution of this instrument, and each signatory hereby acknowledges that it has not executed this instrument in reliance upon any such promise, representation or warranty. This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations or Agreements between the parties, either written or oral on the subject hereof. This Agreement may be amended only by a written instrument designated as an amendment to this Agreement and executed by the parties hereto.

G. Assignment - This Agreement shall be binding upon the parties and their respective successors, assigns and heirs.

13. Further Assurances. During the term of this Agreement, including any renewal period(s), Client agrees to:

(a) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

(b) Client represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the PCS shall have the exclusive right to provide inmate and/or payphone

service at the Facility provided, however, that the PCS may choose not to exercise this exclusive right.

(c) During the term of this agreement, Client agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Client expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.

(d) Stipulate that PCS has no responsibility to advise Client with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Client or compliance therewith. Client has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call monitoring and recording capabilities supplied through this Agreement. PCS disclaims any responsibility to provide, and in fact has not provided, Client any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.

(e) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by PCS to Client are the exclusive property of the Client for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that PCS shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

(f) The County Officer or employee with responsibility for administering this Agreement is Jackie Noren, Captain, Sheriff's Office, or successor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

== COUNTY OF EL DORADO ==

By: B. K. Veerkamp
Brian K. Veerkamp
Chair
Board of Supervisors
"County"

Dated: 6-16-15

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

Dated: 6-16-15

PUBLIC COMMUNICATIONS SERVICES, INC.

5/21/15
Date

[Signature]
Name/Title

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EXHIBIT 1

Client Calling Rates

The interstate calling rate below was implemented on February 5, 2014 in accordance with the Federal Communications Commission ("FCC") order, WC Docket No. 12-375. Should further regulatory-required changes be required, the parties agreed to mutually renegotiate this Agreement.

Local Call Surcharge: \$2.95; Rates Apply to Collect and Pre-Paid Collect Calls

LOCAL						
	DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	ADD'TL MINUTE	INITIAL MINUTE	ADDIT'L MINUTE	INITIAL MINUTE	ADD'TL MINUTE
ALL	0.153	0.0759	0.1151	0.0569	0.0677	0.0569

Intralata Call Surcharge: \$2.95; Rates Apply to Collect and Pre-Paid Collect Calls

INTRALATA						
	DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	ADD'TL MINUTE	INITIAL MINUTE	ADDIT'L MINUTE	INITIAL MINUTE	ADD'TL MINUTE
0-20	0.1530	0.0759	0.1151	0.0569	0.0677	0.0569
21-40	0.1910	0.1327	0.1625	0.1138	0.1056	0.0853
41-70	0.2194	0.1517	0.1720	0.1233	0.1341	0.0948
71-Over	0.2479	0.1991	0.1815	0.1422	0.1625	0.1422

Interlata Call Surcharge: \$3.00; Rates Apply to Collect and Pre-Paid Collect Calls

INTERLATA						
	DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	ADD'TL MINUTE	INITIAL MINUTE	ADDIT'L MINUTE	INITIAL MINUTE	ADD'TL MINUTE
ALL	0.69	0.69	0.69	0.69	0.69	0.69

Interstate Call Surcharge: \$0.00

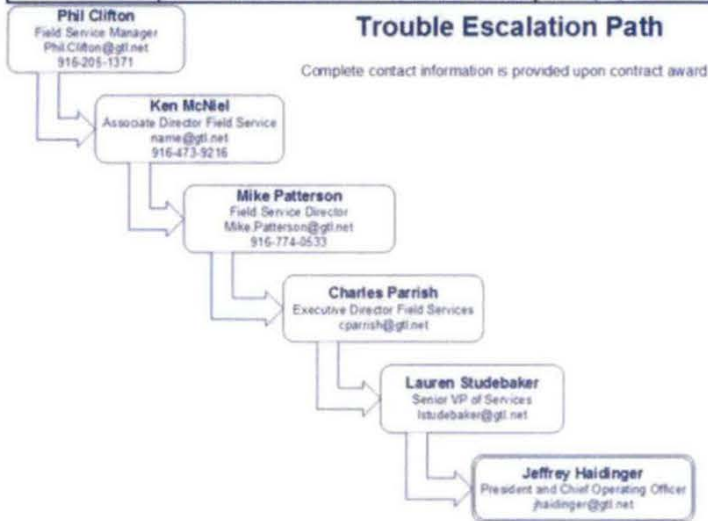
INTERSTATE				
	COLLECT		PRE-PAID COLLECT	
MILES	INITIAL MINUTE	ADD'TL MINUTE	INITIAL MINUTE	ADDIT'L MINUTE
ALL	0.25	0.25	0.21	0.21

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EXHIBIT 2

Service Priority Levels and Response Times

Priority 1	50% or more of the service at a single site or housing unit is out of service, any call processor or node failure, any failure in call restriction functions or any other condition that renders the system incapable of performing all its normal functions. Response time is less than one (1) hour. Resolution time is less than three (3) hours without site visit. Resolution time is less than six (6) hours with a site visit.
Priority 2	25%-50% of the service at a single site or housing unit is out of service or any device that has an impact on the sites ability to conduct normal business Response time is less than two (2) hours. Resolution time is less than six (6) hours without site visit. Resolution time is less than ten (10) hours with a site visit.
Priority 3	0%- 25% of the service at a single site or housing unit is out of service, local exchange or area code issues or PIN administrative issues that have a limited impact on ability to conduct normal business Response time is less than two (2) hours. Resolution time is less than six (6) hours without a site visit. Resolution time is less than fourteen (14) hours with a site visit.
Priority 4	Items that are on a software fix list or related to administrative issues that are informational or non-service affecting conditions or not business critical. Response time is less than four (4) business hours. Resolution time is less than twenty-four (24) business hours w/o site visit. Resolution time is less than twenty-four (24) business hours with site visit.



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RFP #17-915-013

Inmate Communication Services

	Company	Name	Email Address	Phone	Signature
1.	GTL	Phil Clifton	phil.clifton@gtl.net	916-205-1371	
2.	Legacy Inmate Communications	Deidre Jay	djay@legacyinmate.com	831-359-1320	
3.	IC Solutions	Ignacio Sanchez	isanchez@keefegroup.com	213-327-6885	
4.					_____
5.					_____
6.					_____
7.					_____
8.					_____
9.					_____
10.					_____
11.					_____

SLT Jail

RFP #17-915-013

Inmate Communication Services

	Company	Name	Email Address	Phone	Signature
1.	GTL	Phil Clifton	phil.clifton@gtl.net	916-205-1371	
2.	Legacy Inmate Communications	Deidre Jay	djay@legacyinmate.com	831-359-1320	
3.	IC Solutions	Ignacio Sanchez	isanchez@keefegroup.com	213-327-6885	
4.					_____
5.					_____
6.					_____
7.					_____
8.					_____
9.					_____
10.					_____
11.					_____

El Dorado County Staff and Representatives Present at the Placerville Site Visit:

Captain Noren
Correctional Lieutenant Green
Correctional Lieutenant Eslick
Correctional Sergeant Gallagher
John DeVille, Chief Fiscal Officer, Sheriff's Office
Linda Silacci-Smith, Sr. Department Analyst, Purchasing
Ashley Wells, Department Analyst, Purchasing
Lauren Shockey, National Account Manager, Praeses

El Dorado County Staff and Representatives Present at the Tahoe Site Visit:

Correctional Lieutenant Green
Correctional Sergeant Kowalczyk
Linda Silacci-Smith, Sr. Department Analyst, Purchasing
Ashley Wells, Department Analyst, Purchasing
Lauren Shockey, National Account Manager, Praeses