

## REQUEST FOR PROPOSAL

### Inmate Telecommunication System – RFP 901353

#### Notice to Prospective Proposers

July 24, 2019

You are invited to review and respond to this Request for Proposal (RFP), entitled 901353 – Inmate Telecommunication System. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the County of Yuba will include by reference General Terms and Conditions that may be viewed and downloaded at Internet site

<http://www.co.yuba.ca.us/departments/admin%20services/documents/Solicitations%20ama%202011-2013/Microsoft%20Word%20-%20YUBA%20COUNTY%20STANDARD%20TERMS%20AND%20CONDITIONS%20-%20PO.pdf>

If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Yuba County Sheriff's Department, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

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Please note that no *verbal* information given will be binding upon the County unless such information is issued in writing as an official addendum.



Timothy J. McCoy  
Purchasing Agent; Director of Administrative Services

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## A) Scope of Work

**Brief Project Description:** Yuba County is looking for professional services to provide telecommunications system for inmates at the Yuba County Jail, located at 215 5<sup>th</sup> Street in Marysville.

**Background:** Yuba County has been in contract with Global Tel Link (GTL) since 2007 for current telecommunication services. Inmates currently purchase phone services through the commissary, which is an in-house operation. Inmates do not currently have access to tablets; this shall be in addition to current telecommunications system. Communication system is independent from County phone system.

**Scope of Services Requirements:** The following are the minimum requirements for the services, including equipment, to be provided. Advanced or alternative technology that provides at least the levels of the specific functionality of the equipment and services described may be proposed with a description of how the alternative(s) meets or exceeds the specified requirements. All services are to be provided at no cost to the County.

(1) **Inmates Telephone System:**

(A) The contractor shall provide a comprehensive Inmate Telephone System (ITS) package.

- (1) The ITS communications network package must have reliability, stability, and ease of use.
- (2) Contractor is responsible for paying for and installing all physical plant requirements (power, security, data, cabling, physical space, HVAC, etc.), unless otherwise specified in writing by the County.
- (3) Contractor is responsible for all costs associated with its system including, but not limited to, payment of County costs associated with developing and maintaining the software interface between the Jail Management System (JMS) and ITS, and obtaining, developing, and implementing the interface requirements to implement the ITS and associated services (i.e., PINs, Payment Platform, etc.).
- (4) Any cabling, wiring, or conduit installed become the property of the County at termination of the contract, unless County specifically requests that the Contractor remove any or all of the installed cable, wiring or conduit, which shall be done at the Contractor's expense.
- (5) Contractor's employees, agents, and subcontractors working at the correction facility must pass and maintain, to the satisfaction of the County, a security and background check performed by the County ("Clearance").
  - (a) Failure to pass, divulge information, or comply with the background process will prohibit an individual from entry into County facilities on behalf of or to perform work for Contractor.
  - (b) If a Clearance is refused for any individual, Contractor will be notified and Contractor shall provide a replacement suitable to the County.

(B) **Integration of Telephone System**

- (1) The ITS shall have the capability to accurately import the current call list, which includes blocked, confidential, pre-programmed, and others as identified by the County. Contractor must successfully complete importation of the current call list prior to the ITS becoming operational.
- (2) Contractor shall adapt its system to the County generated Personal Identification Numbers (PINs) for each inmate and the Personal

Authorization Numbers (PANS) generated by the County's Jail Management System.

- (3) Contractor shall provide a web-based platform to allow County personnel access to the system from any portal. Contractor shall not limit the number of logins assigned to County personnel. Proposals should include a description of how access will be provided and any levels of administration access, for example passwords, and levels of customized access, such as blocking numbers and making administrative changes.
- (4) All moves, add-ons, changes to and new installs of the equipment, hardware and software (collectively "Modifications") that occur during the contract term, will be the sole responsibility of the Contractor. All Modifications must be pre-approved by the County and once approval is given, Contractor shall proceed with the Modifications at their own cost.

(C) Schedule of Telephone System

- (1) Contractor shall plan, finance, and implement the integration and testing of all required equipment and software relative to the new ITS, without impacting the normal daily operation of the existing inmate telephone system.
- (2) Contractor shall submit a detailed schedule to the County for approval that includes plans and schedules for installation and operation of telephones and distribution of tablets. The schedule shall be prepared and implemented to minimize impact to facility operations.
- (3) The ITS shall become fully operational upon successful completion of all system integration testing and acceptance by the County, including review and approval by the County. System integration and acceptance test criteria shall include:
  - (a) Telephones: All telephones shall be tested and verified as operational and without deficiencies.
  - (b) Tablets: All tablets shall be tested and verified as operational and without deficiencies.
  - (c) Administrative Functions: There shall be a test run of administrative functions including County passwords and access, the payment platform, reports and analytical and query tools.
  - (d) Phone Numbers: A test to verify that the current call list, including blocked, confidential, pre-programmed, and others as identified by the County, is fully operational and functional.

(D) Back Up and Disaster Plans

- (1) Contractor must have a detailed back-up or redundancy plan, as well as a disaster recovery plan. Contractor must have clear processes, policies, and procedures for continuation of the services consistent with all requirements in the RFP preceding and/or following a natural or human-induced disaster. These should be included in the proposal.

(2) Payment, Charges and Billing:

- (A) Payment Platform: Proposals must include a proposed Payment Platform with discussion of what it will include and how it will interface with the County and systems of other vendors. The proposal should explain how the inmates will access the Payment Platform, and how funds in and out of the Payment Platform will be tracked for the inmate. Contractor's Payment Platform must meet the following minimum criteria:

- (1) The County currently does not use a third-party commissary vendor. If possible, we seek the ability to interact with our internal commissary system to pay for telephone and tablet services, or an alternative solution.
  - (2) Ability to efficiently and immediately transfer money from the inmate's trust fund/commissary account to the Contractor's Payment Platform.
  - (3) Accept funds for inmates, including funds from family and friends, for placement in an account established and operated by Contractor for use by an inmate.
  - (4) Contractor shall have a mechanism in place for immediately releasing funds in an inmate's Payment Platform accounts to be paid to inmates immediately upon receipt of notification the inmate is being released. Any funds remaining in an inmate's account shall be fully refunded to the inmate and shall not be transferable to an inmate remaining in custody.
- (B) Billing:
- (1) Contractor is responsible for the billing and collection of all inmate calls in accordance with FCC and CPUC recorded and approved tariff rates and the contract. Contractor is responsible for revising and updating billing and collection practices to comply with changes in law, including regulations, and with court orders and decisions.
  - (2) Proposals must clearly provide the payment options for all users including for collect, prepaid, and Payment Platform calls.
  - (3) The County will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on collect calls.
  - (4) Contractor shall not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).
  - (5) All billings must be direct to the inmates or third parties, such as family members, without involvement of the County.
- (C) Commissary Purchasing:
- (1) The County does not currently use a third-party commissary vendor, but ideally wants the ability for inmates to order commissary items through the use of tablets and/or telephones. If possible, the proposal should include a solution for this request.
- (3) Phone Calls: Telephones and tablets must include, at a minimum, all of the following:
- (A) Calling:
- (1) Permit one-way outgoing calls that are prepaid, billed to the Payment Platform, or charged to the called party.
  - (2) Provide an automated operator telephone system for all calls.
  - (3) The automated operator shall be designed for use by the hearing impaired and in accordance with all applicable laws. There must be provisions for the deaf which comply with Americans with Disabilities Act (ADA), and Telephones Devices for the Deaf (TDD) regulations and standards. Contractor shall provide fixed and mobile TDD Telephones based on the needs of the facility, as determined by the County.
  - (4) Provide international call services through Canada, Mexico, South America, and to overseas destinations.
  - (5) Provide call services to County approved numbers as determined by the County at no cost to the County, caller or recipient of the call.
  - (6) Provide speed dialing for phone numbers approved by the County.
  - (7) Telephones located in the intake areas will be configured to allow inmates to make unlimited free local calls to landline and cell phones, at no cost to

the County. These calls shall not require PINS; however, shall otherwise comply with all requirements of the contract including recorded greetings to the call recipient, retention procedures and inclusion in queries and reports.

- (8) Provide free calls to the California Relay Service (CRS) to assist hearing-impaired inmates.
  - (9) Call set-up and acceptance process must be completed within 30 seconds or less (from off-hook to call connection/rejection). The call length timer shall not start until positive acceptance of the call is made.
  - (10) The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Inmates shall be required to hang up before dialing a new number.
  - (11) The ITS shall at all times:
    - (a) Mute the inmate's ability to speak to the call recipient until the call is accepted;
    - (b) Not allow the inmate to hear the recipient until the call is accepted;
    - (c) Disable the telephone keypad during a call.
- (B) Call Blocking: The ITS must:
- (1) Block all three-way calling, conference calling, and call forwarding.
  - (2) Permit a called party to block all future calls from the Yuba County Jail.
  - (3) Block calls to restricted numbers on a system-wide basis or a case-by-case basis, as directed by the County. Restricted numbers will be verified by the County and programmable by the Contractor or the County into the ITS. Contractor shall not delete, add or change any limitations on a restricted number without approval of the County.
  - (4) Adhere to the following:
    - (a) Calls shall not be blocked due to a lack of local exchange carrier (LEC) or competitive local carrier (CLEC) billing agreements with Contractor.
    - (b) Calls may be blocked for collect calls to unavailable numbers or when the call recipient refuses to pay for calls. However, for any number that is blocked related to the inability or failure of the call recipient to pay past or current charges, the call recipient and inmate shall be provided the opportunity to complete the call by a prepaid format. If both the call recipient and inmate decline to continue the call in a prepaid format, the service provider may block or not authorize the call to continue.
- (C) Security: The ITS must:
- (1) Flag, archive, and generate alert reports for unauthorized call attempts, including attempts to restricted numbers.
  - (2) Provide the ability for unauthorized County staff to selectively monitor call activity in real time and immediately terminate any call.
  - (3) Retrieve and generate unauthorized call activity logs for call periods as specified by the County.
  - (4) Provide for all calls to be monitored, recorded, and archived, with the exception of calls made to unmonitored numbers. Phone numbers for criminal and civil defense attorneys will be identified as unmonitored numbers. Phone numbers for attorneys must be verified by the County and shall be programmable by the Contractor or County into the ITS.

- Contractor shall not delete, add or change any unmonitored number without approval of the County.
- (5) Provide sufficient safeguards to preclude fraudulent use of the system. Such safeguards shall include, but not be limited to:
    - (a) The prevention of incoming calls;
    - (b) Detection and rejection of outgoing calls to restricted numbers and otherwise unauthorized numbers and calls; and
    - (c) Attempts to initiate 3-way calls, call forwarding, and calls to non-billable numbers.
  - (6) Have the capability to record the content of all telephone connections. The recorded call must be stored for retrieval for a period of at least one (1) year after the call is placed, and the system must have the capability to transfer the recorded calls to removable media for archiving, or review. Contractor must have the ability to search and access stored calls and deliver the call at the request of the County or pursuant to a court order, which shall be done at no cost to the County.
  - (7) Provide for automated turn on and shut off of telephone and tablets at times designated by the County and for the immediate manual system shut off by County staff.
  - (8) The system shall allow multiple approved County staff and designees to simultaneously access the system without compromising security or prevention of unauthorized use and access to the system.
  - (9) Bidders invited for an oral interview should be prepared to discuss their technology, capabilities and practices related to prevention of fraud and abuse.
- (D) Tracking: The ITS must have the ability to locate and provide information in a simple format that can search, at a minimum, using the any or all of the following criteria:
- (1) Inmate PIN/booking number;
  - (2) Date and time;
  - (3) Telephones individually or by groups;
  - (4) Call type (i.e., Payment Platform, collect, free);
  - (5) Facility and facility locations (housing units);
  - (6) Called number; and
  - (7) Call status including incomplete and complete calls
- (E) Call Announcement and Instructions:
- (1) The system shall provide an initial greeting and instructions to the called party that state the following:
    - (a) The call is from the County of Yuba Jail and is subject to recording and/or monitoring
    - (b) For any collect call, the called party shall be informed of the cost of the call prior to accepting the call
    - (c) The identity of the inmate by name
    - (d) Provide the called party with the opportunity to accept or reject the call and to block future calls
  - (2) Automated call instruction/announcements shall be in English and Spanish, and announce that the call may be recorded or monitored with active consent from the called party.
    - (a) The system shall utilize positive call acceptance and active consent

- (b) Active consent may include pressing a keypad number, rather than just by continuing the conversation
  - (c) If there is not active consent provided by the called party, the parties will be notified that the call will be disconnected
  - (d) These instructions will not be provided for calls made to criminal defense or civil attorneys that have been identified as unmonitored numbers
- (3) During initial greeting and instructions, there is no call connection with the inmate until there is acceptance from the called party.
  - (4) The ITS shall be able to determine if mutual agreements exist that will allow for the collection of collect call charges, or that the call recipient's accounts are current and in good standing. If the call is determined to be non-billable, both users shall be afforded the opportunity to complete the call utilizing prepaid services. If both users decline, the call will not be authorized to go through.
- (4) Telephones:
- (A) Contractor shall provide all telephones, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the County. Contractor agrees to install the quantity of telephones, enclosures, and/or booths as required by the County.
  - (B) All telephones shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The wall mounted telephones shall be mounted to cement wall, block wall, stainless steel shrouded columns, or protected external enclosures and meet all the requirements for detention and correction grade phones. Telephones must also be mounted to comply with the American for Disabilities Act (ADA).
  - (C) Telephones shall be suitable for indoor and outdoor installations, have a heavy chrome metal twelve-button keypad and a handset with an armored cord and cradle.
  - (D) Telephones shall be for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.
  - (E) Telephones shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for the detention and corrections environments to minimize vandalism and destruction of property.
  - (F) All handsets, ear and mouthpieces shall be of heavy-duty construction with no removable parts, and installed in such a manner that no safety hazard is present to the user.
  - (G) Telephones shall be configured with a braided steel receiver cord of no more than twelve (12) inches in length, unless the County requests an alternate length, to reduce the risk of suicide by hanging.
  - (H) All telephones must be configured with the handset cord exiting from the bottom, in a central position.
  - (I) All telephones must be water resistant and fireproof, and have key-locked mountings to the wall.
  - (J) All other equipment including outdoor installations must meet County safety and security standards.
  - (K) Telephones shall have touch-tone keypads.
  - (L) Amplified headsets are required in all areas. They shall be fitted with a volume control device, which allows the inmate to increase or decrease the volume of the headset earpiece.



- (M) The ITS must include capabilities for protection from power surges and equipment capabilities for protection from power outages.
  - (N) The ITS shall have the capability for Contractor or the County to turn select or all telephones on or off remotely. There shall also be a manual on/off switch in multiple locations within the facility.
  - (O) Contractor shall complete full installation with wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed.
  - (P) All electrical equipment must be installed in compliance with National Code requirements. All telephones must be securely fastened to the wall with security hardware approved by the County. The County reserves the right to pre-approve mounting and installation.
  - (Q) Telephones must be line powered such that the telephone does not require separate electrical power at the device. Telephones shall be specifically designed for use in a correctional environment and must be approved by the County before installation. Contractor shall not use converted coin phones.
  - (R) Contractor shall include, at a minimum, the following query and analytical tools within the system:
    - (1) Analytical and query features for linkages, relationships, associations, and mapping of data points; data mining, data analytics, data visualization; and predictive modeling.
    - (2) Voice biometric identification features that match the caller to the caller's PIN number.
    - (3) Continuous voice biometrics to identify the inmate on the call and identify if the call is passed to another inmate.
    - (4) Features to trace calls, detail call history, allow for call monitoring without inmate or other party detection while recording, and include other call detail capabilities that can be used to aid investigations related to the detention facility.
    - (5) Contractor shall provide a software or other capabilities for the County to continue to query, search and access recordings after termination of the contract.
- (5) Tablets:
- (A) Contractor shall provide tablets for inmates at no cost to the County or inmates.
  - (B) Contractor shall provide sufficient tablets to accommodate the demand of the inmate population in each housing unit from the effective date of the contract and throughout the life of the contract. Contractor shall have backup inventory available in the event there is an increase in demand at the facility.
  - (C) Contractor shall provide a secure Wi-Fi network, which will not conflict with existing County Wi-Fi systems at no cost to the County. The number of hot spots shall ensure the internal network system will function properly in all housing areas throughout the facility.
  - (D) Contractor shall provide each inmate a unique login and password to receive their content.
  - (E) All applications must be "intranet" based and run on Contractor's internal network. Tablets shall not allow inmates access to the internet.
  - (F) Each tablet shall have the following features:
    - (a) The capability to make phone calls through Contractor's ITS in the same manner as a landline. The phone calls completed via the tablets must

conform to all requirements and mandatory features for the ITS as set forth in this RFP.

- (b) Inmates will not be assigned a particular tablet. Tablets must work with any password and passwords shall work on all tablets.
- (c) Security features so that inmates cannot load anything on the tablet, access anything other than approved content through the intranet or modify any items on or through the tablet.
- (d) Tablets shall not allow access until the inmate is logged in.
- (e) Security features to ensure contents on any tablet cannot be shared with others.
- (f) Tablets shall be clearly identified by a numbered identification using a numbering system that includes the housing unit numbers, housing group, or other identifying marks as designated by the County.

(6) Tablet Minimum Requirements:

- (A) All tablets shall have the following minimum specifications and features:
  - (1) Preloaded free features, which minimally shall include a calendar, a calculator, and a dictionary.
  - (2) A PDF viewer or other document viewing application. The documents must be able to be organized by tabs or files for easy viewing. Contractor shall preload documents provided by the County at the start of the contract and as requested throughout the term of the contract at no cost.
  - (3) If an inmate attempts to access system settings or administrative functions, the tablet shall immediately shut down and a notification alert sent to the County and Contractor. The inmate's login shall be automatically locked to prevent any use or accessing until cleared by the County.
- (B) The tablet's intranet shall have the following minimum specifications and features:
  - (1) A function to allow County staff the ability to download or upload PDF files remotely and be immediately accessible by inmates. Uploaded documents shall have features to identify and track required signatory and signature points if needed. The system shall allow County the ability to upload documents to be accessible to an individual, groups of individuals or specific population instantaneously. Ideally, the ITS will be able to create distribution lists from an Excel or similar database.
  - (2) A function to allow County staff the ability to conduct surveys, including the ability to compile and process information into reports.
  - (3) The ability to allow inmates to sign documents and take surveys electronically. The ITS shall restrict logins for PINs when documents and/or surveys are pending for signature, and upon completion of the required signature, the ITS shall remove the restriction, allowing inmates to resume usage.
  - (4) Administrative functions to allow County staff to query and export into an Excel format a document status report, which separates documents and surveys by categories including document and/or survey name, inmate name, date distributed, date signed, status, pending signature/review or complete.
    - (a) Software that allows for zooming on the screen, preferably through finger spreading on a touch screen. Proposals must identify and explain how document enlargement will work.
  - (5) Streaming services that minimally include music, books, comprehensive learning management system, and games. For streaming services:

- (a) All applications must be “intranet” based and run on Contractor’s internal network.
  - (b) The option for video visitation.
  - (c) Tablets shall not allow inmates access to the internet.
  - (d) Configuration to allow inmates the ability to purchase County approved fee-based services using funds from their inmate account and/or funds deposited from others.
  - (e) All content in the streaming services must be must be preapproved by the County. Contractor is responsible for providing a sufficient description of the content to allow the County to approve without the necessity of viewing each item.
  - (f) Proposals must include a description of services that will be available, how the purchasing system will work, and all costs.
- (C) Contractor’s intranet system for the tablets shall allow other content provided or arranged by the County to be available for the inmates at no cost. This content may include, but is not limited to, educational materials and content provided free of charge to the County and inmates by other companies or entities, such as library books.
- (D) Tablets and streaming content shall be free of any marketing and advertisements, without the express written consent of the County.
- (E) Tablets shall be configured so that inmates can only log into a tablet in the housing unit they are assigned to. For example, an inmate assigned to housing unit 1 cannot log into the ITS using the PIN of an inmate from housing unit 22.
- (F) Provide strict single use login. An inmate PIN/account may only be in use for one device at a time.
- (G) Contractor shall provide tablets in a tamper proof case that is detention and corrections grade, which meets or exceeds the security requirements of the County.
- (H) Contractor shall propose options for charging stations, meaning fixed charging stations versus mobile charging stations so the County can determine the best solution for the facility.
- (I) Contractor shall provide and install all cable and wiring needed for the operation of the tablets as part of the ITS at no cost to the County.
- (J) Contractor shall provide one free pair of earbuds equipped with security features compatible with the tablets for every inmate on each incarceration. The earbuds shall not be distributed until approved by the County.
- (1) Contractor shall work with the jail commissary to sell replacement earbuds to inmates at wholesale cost. This arrangement and final cost to the inmates shall be approved by the County.
- (K) Contractor shall provide tablets designed for use by the hearing impaired and in accordance with all applicable laws. Provisions for the deaf must comply with the Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. TDD telephones shall be provided based on the needs of the facility, as determined by the County.
- (L) Video Visitation
- (1) Contractor shall provide a video visitation option for inmates at no additional cost to the County.
  - (2) Video visitation functions shall include visitation scheduling, user management, and policy management software.

- (3) Video visitation must be web based and allow for the County to administer visitation sessions and visitation operations based on County Policy.
  - (4) Video visitations must connect automatically and without intervention from the County.
  - (5) Video visitation system shall be located in all housing units and visitation locations in the facility.
  - (6) Video visitation must display visitation calendar or authorized visitation schedule to the County and to those in custody.
  - (7) Video visitation system must be able to provide a web-based scheduling system that is easy to operate. This web-based platform will require support of Inter Explorer 11, at a minimum.
  - (8) Visitors must be able to pay for video visitation by debit or credit card.
  - (9) Video visitation scheduling system must be able to conduct conflict resolution and only display times that are available for visitation.
  - (10) Video visitation system must be able to customize duration times for visitations.
  - (11) Video visitation system must provide different levels of administrative functionality to facility staff based on user type.
  - (12) Video visitation system must have security features, such as cancellation and interruption of visitations that may be controlled remotely by the County.
  - (13) Video visitation system must allow for video visitation recording. Video visitation recordings will be stored at a length of time determined by state law.
  - (14) Video visitation system must have a provision for hosted video visitation.
- (7) Desired Features: The County desires to have the following features available on tablets; however, they are not a minimum requirement. Proposals should identify which of these features it can provide and any alternative or similar features that can be provided:
- (A) Daily Newspaper: A local daily newspaper which is uploaded, free of charge to the County and inmate, in a PDF or similar format on the same day it is published.
  - (B) Directed Funds: The option in the Payment Platform for friends and family to place funds in an inmate account for streaming services with limitations/direction on how the funds can be used.
  - (C) Tablet monitoring and usage analytics: The ability to monitor and track inmate usage and activity on tablets. This includes the ability to analyze, run queries, and search usage by factors including date, time, location, content type, inmate, or other parameters as may be requested by the County.
- (8) Call Monitoring Functionality: Contractor's ITS shall have call monitoring features which monitors every call made through the ITS. The ITS shall identify calls in order to store recorded calls in a manner that identified them so to be easily located and searched.
- (A) Contractor's call monitoring details within the recorded system shall continue to be accessible within the proposed leave behind solution.
  - (B) The ITS shall monitor live inmate calls without any detectable deterioration of call quality or call interruptions.
  - (C) The ITS shall allow the County the ability to access in process calls for monitoring and allow the monitored call to immediately be disconnected, using a secure monitoring platform. This shall include the ability for remote monitoring and disconnection.
  - (D) Call Restrictions:

- (1) The ITS shall exempt unmonitored calls from monitoring. The ITS shall be capable of identifying specified telephone numbers as “do not monitor.”
  - (2) The ITS shall include an alert system that will detect and notify Contractor and County staff of any call made to a restricted number, calls made by restricted individuals or log-ins that were blocked for lack of authority. There shall be specific report capabilities for these calls.
- (9) Query, Analytical, and Monitoring Tools:
  - (A) The ITS shall have the ability to allow County staff to query, print, download, and e-mail reports by any combination of, at a minimum, the following: location, PIN, phone, number dialed, time/date, duration, call type, and call status.
  - (B) The ITS shall provide the County the ability to reverse lookup of phone numbers called to provide information on called party including, but not limited to, the type of number called (e.g. landline or cell number), called parties telephone carrier, account holder name and address. The information shall be available by a simple search query.
  - (C) The ITS shall be capable of searching calls using a “key word” search. The system shall provide automatic transcription for the identified calls. Call content shall be transcribed so to be easily searched by word.
  - (D) The ITS shall allow for individual call retention or batch retention based on identified search criteria.
  - (E) The ITS shall have the ability to suppress the audio of one caller (“fade out”) for portions of the recorded conversation to distinguish between the speaking parties.
  - (F) The ITS shall be capable of generating a variety of management reports and call detail reports. The ITS shall be able to identify calls by time, location, specific telephone or tablet, inmate PIN, and/or number called. The ITS shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.
- (10) Onsite Equipment:
  - (A) Contractor shall have its own network for the ITS. At no time during the contract shall Contractor run its ITS on the County’s network.
  - (B) Contractor’s equipment shall be properly maintained and serviced, throughout the life of the contract, including computers, computer systems, hardware, and equipment. The County is responsible for the maintenance and servicing of its own computer systems, terminals, hardware/servers, workstations hardware, and equipment related to the Jail Management System
  - (C) Contractor staff and any approved subcontractors shall work with County Information Technology (IT) staff as required or directed by the County.
  - (D) Contractor shall obtain the County’s approval of all systems and applications before installation. The County maintains the right to decline at its discretion any proposed systems, modifications and/or applications.
  - (E) Contractor is responsible for all costs of the ITS, including payment of County costs associated with developing and maintaining software interface between the Jail management System and ITS systems.
- (11) Telephone Rates, Fees, and Revenue Share: Bidders shall submit a proposal with one rate fee and revenue shared bid. Bidders shall not propose alternative rates and revenue shared options.
  - (A) Per Minute Rates: Per Minute Rates [ (1) local, (2) intralata, (3) interlata, (4) interstate, and (5) international ] and connect fees for Payment Platform, Prepaid, and Collect Calls. All rates shall comply with FCC-allowed rates and mandates.

Bidders must provide these rates on the Bid Form within the Exhibit-A – Bid Response Packet.

- (B) Fees: Each and every fee and surcharge that will be charged to anyone. This must include all call and call payment charges, including any for the Payment Platform and Collect Call acceptors. Fees shall comply with all FCC-allowed rates and mandates. The successful bidder shall not charge any other fee or surcharge or impose any other cost or charge.
- (C) Revenue Share: The County Revenue Share, which is a percentage of the Contractor's Total Gross Revenue, defined as the sum of all charges for use (including fees), whether collected or uncollected, less any applicable federal, state or local taxes and legitimate refunds. The revenue Share shall be broken down by:

- (1) Calls
- (2) Streaming Services

The Revenue Share rate offered by the Contractor shall be payable to the County no later than the 10<sup>th</sup> of each month. If any payments due are not received by the County within the period specified, the County shall be entitled to recover interest thereon. Said interest shall be at a rate of ten (10) percent per annum or any portion thereof (based upon a 365/66-day year) calculated from the date payment is due.

(12) Maintenance and Repairs:

(A) ITS Equipment

- (1) Contractor is responsible for all maintenance and repairs to telephones, tablets and the ITS. A single point of contact with the Contractor, via a toll-free telephone number and an e-mail address, must be provided and maintained by the Contractor for reporting all inmate telephone problems. The toll-free maintenance/repair telephone number shall be answered by a live operator twenty-four (24) hours per day, every day of the year.
- (2) All equipment, including installed items shall remain the sole and exclusive property of the Contractor and Contractor's sole responsibility.
- (3) Contractor shall provide all necessary labor, parts, materials, technical personnel and transportation to maintain the ITS, including all telephones, tablets and related equipment, in good working order. Contractor shall perform preventive maintenance including all maintenance for compliance with the equipment manufacturer's specifications throughout the term of the contract.
- (4) County is not responsible for any damage to equipment.

(B) Maintenance

- (1) Contractor shall develop procedures and schedules and conduct monthly preventative maintenance on ITS and all equipment. Contractor shall provide the schedule and procedures to County staff.
- (2) Contractor shall prepare monthly maintenance reports that include:
  - (a) The nature and scope of the preventative maintenance performed.
  - (b) Identifying any unusual problems or indications of any security risks.
- (3) The ITS shall be supported by remote maintenance system and shall self-diagnose to create "trouble-tickets" when any ITS problem is discovered.
- (4) Contractor will provide and maintain a sufficient inventory of spare parts at the facility, readily available for repairs and maintenance of the ITS. The Contractor shall maintain records of spare part availability and delivery

durations when such parts are not on hand at the facility. These records shall be made available to County staff upon request.

- (5) All routine or scheduled maintenance that could affect access to telephones, tablets, Payment Platform and/or billing generation shall be conducted during the off peak hours of 10:00 pm to 6:00 am.
- (C) Phone Line Failure
  - (1) Contractor shall be responsible for determining whether any line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or the Contractor.
    - (a) When the Contractor determines the responsible party for failure, the Contractor shall contact the responsible party for the failure and jointly resolve the failure at no cost to the County.
    - (b) If the failure is determined to be the fault of the Contractor's equipment, hardware, software, or wiring, the Contractor shall correct the problem at no cost to the County.
- (D) Notification
  - (1) Contractor shall notify the County at least twenty-four (24) hours prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts in excess of fifteen (15) minutes.
- (13) Ownership
  - (A) All records related to phone calls and use of tablets shall be and remain the property of the County. Prior to contract termination, Contractor shall confirm the County has received and has access to the full updated and accurate records, and confirm the records complies with the requirements of this contract, County policy and minimum legal requirements.
- (14) Records
  - (A) Maintenance: Contractor shall be responsible for system maintenance records, which identify reported problems.
  - (B) Call Recordings: Contractor and ITS shall retain call recordings for one (1) year from the date the call was placed.
  - (C) Extended Retention: The Contractor and ITS shall retain call recordings and call data that is identified or requested by the County or Court Order to be held beyond the standard retention period. Calls to be retained maybe identified by batch or specific calls. These call recordings and/or data shall be held for the time period identified in the retention request or order.
- (15) Training/Ongoing Operations
  - (A) ITS Training: Contractor shall provide training to County staff on the ITS features and usage. All trainings shall be at no cost to the County.
  - (B) Training Scope and Schedule: Contractor shall provide a detailed scope of training, including training schedule, length of training, multiple training times and number of personnel that can attend a training session.
  - (C) Minimum Trainings: Contractor shall provide, at a minimum, the following trainings:
    - (1) Initial. The first trainings must occur no later than fourteen (14) days prior to the "go-live" date. Ample trainings must be provided to accommodate all work shifts obtaining training prior to the "go-live" date.
    - (2) Annual. Annual training on the ITS, including any safety or security risk related to the use of telephones and tablets. If requested by the County, ample trainings must be provided to accommodate all work shifts.
    - (3) Upgrades. Trainings prior to upgrades of the ITS or any of its components.

- (4) Query and Analytical Tools. Trainings, to individuals identified by the County, in the query and analytical tools and report functions of the ITS. This training will be provided as requested by the County.
  - (D) Operation review Meetings: Upon request of the County, Contractor will actively engage and participate in regular bi-annual operations review meetings. These meetings will not replace routine communication pertaining to day-to-day issues and the resolution of ITS questions and issues.
- (16) Leave-Behind Solution:
- (A) Contractor shall provide a leave-behind solution at the end of the contract term. All call recordings, documentation, reports, data, etc. are the property of the County, and shall be provided to the County by the Contractor on a secure storage medium, and in a usable, user-friendly, searchable electronic format at no cost to the County at termination of the contract.
  - (B) Contractor shall accept the County's reasonable decision whether the leave-behind solution provided is acceptable and make any requested modifications at no cost to the County. The leave-behind solution shall be easily accessible at no cost to the County for a minimum of five (5) years after termination of the contract period. The leave-behind solution must be located in a County-designated or County approved location.
- (17) Transition:
- (A) Transition Team: Contractor shall fully cooperate with the County and other vendors in the transition of services. For transition to and from providing services, the County shall establish a transition team composed of qualified staff. Contractor shall follow the transition plan approved by the County. Contractor shall cooperate fully with, as applicable, with the prior or subsequent Contractor in effective smooth transition.
  - (B) Transition to Providing Services: The successful bidder shall work cooperatively to transition into providing services. The successful bidder will use its best efforts to ensure that the management, operational, and reporting responsibilities for ITS services are transferred as efficiently as possible and with as little interruption as possible. The transition period shall begin at least thirty (30) days prior to inmate's use of telephones and tablets.
  - (C) Transition from Providing Services: In the event Contractor will no longer be providing services for any reason including, but not limited to, termination of the Agreement, Contractor shall be responsible for ensuring that the management, operational, and reporting responsibilities for ITS services are transferred as efficiently as possible and with as little interruption as possible. Contractor shall cooperate fully with the County and any service provider(s) during transition.

**System Expansion:**

- (1) The County is in the process of designing an expansion to the jail facility. The ITS, and all its functions, including both telephone and tablets, shall be capable of expanding into the jail expansion without any additional costs to the County.
- (2) Contractor shall include an option to provide for the expansion of the ITS into the jail expansion at no cost to the County.

**Deliverables/Reports:**

- (1) Contractor shall maintain and provide reports and statistics about the services provided. Contractor shall make available to the County accrued data regarding services provided. Contractor's reporting system must have Ad Hoc Query and report capability and shall



provide format modification to enhance readability at the request of the County. Data shall be compiled in appropriate formats as defined by the County.

If the County creates specific reports through queries, that report/query terms shall be able to be saved so that it can be recreated for different time periods through simplified, or "shortcut" query.

The following list of reports may be modified and/or increased by the County anytime throughout the term of the contract. *Initial Status Reports:* Contractor shall prepare and submit Status Reports to the County during the initial term of the contract (System Integration Period). The Contractor shall submit the reports on the 1<sup>st</sup> and 15<sup>th</sup> of each month or the next following working day if the due date falls on a Saturday, Sunday or holiday. The County may request Status Reports continue past the System Integration Period. The Status Reports shall, at a minimum, include:

- (A) Period covered by the report;
  - (B) Project progress and plans;
  - (C) Issues tracking, including deficiencies;
  - (D) Project schedule including work scheduled for completion which was completed and work scheduled for completion which was not completed;
  - (E) Any other information that the County may reasonably require.
- (2) *Monthly Financial Reports:* Contractor shall provide monthly reports covering the first day of the month through the last day of the month. Financial Reports shall be in batch format and include reconciliation and accounting details. Batch reports shall be provided in Pacific Standard Time. These reports shall be included with the monthly revenue Sharing check. Types of monthly reports shall include, but are not limited to, the following:
- (A) Phone Calls:
    - (1) Revenue Statement:
      - (a) Total revenue by billing and call type
      - (b) Total revenue
      - (c) Total County revenue share
      - (d) Total interstate revenue
    - (2) Summary Call Reports: Reports shall contain, at a minimum, the following breakdowns:
      - (a) Call type
      - (b) Payment method
      - (c) Number of calls
      - (d) Percentage of total calls
      - (e) Number of call minutes
      - (f) revenue generated from call (including all fees)
      - (g) Percentage of total minutes
      - (h) Calculation of County Revenue Share Payment
      - (i) Total revenue
      - (j) Percentage of total revenue
  - (B) Streaming Services:
    - (1) Revenue Statement:
      - (a) Total revenue by categories of purchases
      - (b) Total revenue
      - (c) Total County revenue share
    - (2) Summary Streaming Services Report: Contractor shall provide a report of all Streaming Services Purchased including the following breakdown of information:
      - (a) Streaming Services Purchased;

- (b) Number of movies, books, music and other service, broken down by type and amount purchased; and
  - (c) County revenue Share Payment
- (3) *Year-End Summary Reports:* Contractor shall submit Year-End Summary Reports, including Annual ITS Management Reports to the County, pertaining to the following services:
  - (A) Annual Summary Reports at a period to be determined by the County (e.g. fiscal, calendar year, or annually from service start date).
  - (B) The reports shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Payment Platform) and volume of usage through phones or tablets by Call Type (Local, Intralata, Interlata, Interstate, and International Calls), whether calls were placed by telephone or tablet and shall also include an aggregate total of each of these values.
- (4) *General Reports:* The County shall be able to run report queries for the facility, organized by housing unit. Reports shall be able to include, at a minimum, the following information:
  - (A) Telephones: Telephone number and location of telephone with installation date, date removed, date reinstalled and total down time for each telephone.
  - (B) Tablets: Tablet identifier and location, date placed into circulation, date taken out of circulation, and total down time for each tablet.
  - (C) Total calls Completed and Billed Report: Total number of calls, total minutes, and amount billed, and shall be broken down by Bill Type (Collect, Prepaid, Payment Platform) and by Call Type (Local, Intralata, Interlata, Interstate, and International Calls).
  - (D) Total Calls Not Completed Report: Total number of calls, broken down by Bill Type (Collect, Prepaid, Payment Platform) and by Call Type (Local, Intralata, Interlata, Interstate, and International Calls).
  - (E) Revenue Share Report: Annual and monthly historical revenue share information.
  - (F) Unauthorized Inmate Call Activity Detected Report: Reports shall be in summary format and shall contain any information available to support or assist in investigation of such activities.
  - (G) Summary of System Outages and/or Maintenance Performed Report: Report shall be in summary format and shall contain a brief problem, including area affected, description and corrective action taken to resolve the problem. The report shall also include the date and time of the outage, restoration and notification to the County.
- (5) Contractor shall submit one (1) soft copy, electronically, of each of the Monthly Project Reports, Monthly ITS Management Reports, and Year-End Summary Reports to County staff.
- (6) The Contractor's written reports shall utilize word processor compatible with Microsoft Word for the narrative portions, and a spread sheet compatible with Microsoft Excel for the inmate billing and commissions earned reports.
- (7) Contractor's written reports are due no later than 5:00 pm (PST) on the 15<sup>th</sup> business day of the month reporting or the next working day if the due date falls on a Saturday, Sunday or holiday for the prior month.
- (8) Reports Meeting: Upon the County's request, County staff and a representative of the Contractor will meet, on reasonable notice, to discuss Contractor's performance and progress under this contract. The Contractor shall provide all information that is requested by the County for the purpose of monitoring progress under this contract.
- (9) Audit: The County or their duly authorized representative shall have access, at reasonable times, to all reports, contract records, documents, files, and personnel necessary to audit

and verify Contractor's charges to the County hereunder. Potential Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for the Contractor's services hereunder. The County reserves the right to audit and verify Contractor's records before final payment is made. The County's representative shall have the right to reproduce any of the previously mentioned documents. Should the Contractor cease to exist as a legal entity, Contractor's records pertaining to this contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County.

- (10) Annual Review: Upon the County's request, within thirty (30) calendar days following the end of the Agreement year, the Contractor's Project Manager or Senior Management personnel shall meet with the County and provide a comprehensive report of inmate call activity for the Agreement year. In addition, Contractor shall provide a comprehensive presentation recapping any key areas of success and/or concerns, as well as addressing intended strategies for the upcoming contract year, and a contract review for the preceding year.
- (11) Vendor to recommend number of tablets based on size and population of the facility.
- (12) Vendor to recommend tablet docking or rotation capabilities of tablets.
- (13) Vendor to consider and recommend implementation of required review of disclosed information from Sheriff Personnel, prior to use of tablets.

B) Responsibility Criteria

The following pages 21 and 22, will demonstrate the integrity of the responsible proposer. All aforementioned pages are to be completed in their entirety, in the order stated below, and proceed the Responsive Criteria in the Proposal Package.

Responsibility criteria shall be on a pass/fail basis.

1. The Contractor must demonstrate that they have the technical expertise, facilities, capabilities and financial resources necessary to perform the work in a formal cover letter.
2. Contract must provide letters of reference from a minimum of three (3) sources.
3. All proposers also expected to provide proof of any License(s), certifications/classifications and Insurance in Proposal Package.

## C) Responsive Criteria

The following pages shall describe how proposer will demonstrate compliance of a responsive proposer. Responsive proposer will use the checklist provided on page 6 to meet all requirements of this RFP. All RFP deadlines, listed below, are final unless otherwise amended by Addendum.

Milestone Event	Due Date/Time (PST)
Release of solicitation	July 24, 2019
Mandatory site walk	August 15, 2019; 10 a.m.
Clarification questions	August 16, 2019
Addendum with answered questions	August 19, 2019
Solicitation final submission	September 30, 2019; 4:30 p.m.
Proposal opening	October 1, 2019
Notice of intent to award	October 7, 2019
Notice of final award	TBD
Proposed Contract	January 2020

**SUBMISSION OF PROPOSAL:** Proposals should provide straightforward and detailed descriptions of the proposer's ability to satisfy the requirements of this RFP. All proposals must be submitted under sealed cover and sent by the dates and times stated above. *Cost Proposal shall be sealed in a separate envelope from Proposal Package.* A minimum of five (5) copies of the proposal must be submitted in addition to the original. The original proposal must be marked, "ORIGINAL." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided. Please mark and send to the address below:

Administrative Services, Purchasing Agent  
915 8th Street, Suite 119  
Marysville, CA 95901  
901353

Inmate Telecommunications System RFP - 901353

**DO NOT OPEN**

## PROPOSAL SUBMISSION CHECKLIST

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A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal.

- Statement of Experience (Cover Letter)
- Reference Letters
- License(s)/Insurance
- Scope of Work and Recommendations
- Proposer Statement:
- Scope Statement, to include, but not limited to the following
  - Scope of Work
  - Proposer Deliverables
  - County Deliverables
  - Assumptions (if any)
  - Constraints (if any)
- Cost Proposal (*Separate Envelope*)
  - Option 1: Pricing as per scope of work
  - Option 2: Vendor alternative (if applicable; not required)

**PROPOSER STATEMENT**

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This Proposer Statement must be signed and returned along with all the “required attachments” as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with solicitation instructions.

Do not return Section A, Proposal Requirements and Information, nor the referenced “Sample Agreement” at the end of this solicitation.

- Our all-inclusive proposal is submitted as detailed in the Cost Proposal.
- All required attachments are included with this statement sheet.
- The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this statement.

1. Company Name	2. Telephone Number ( )	2a. Fax Number ( )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer’s Name (Print)		11. Title
12. <b>Signature</b>	13. Date	

## PROPOSER STATEMENT INSTRUCTIONS

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Complete the numbered items on the Proposer Statement by following the instructions below:

Item Number s	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.



## COST PROPOSAL

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Contractor shall submit cost proposal itemized as it shall be stated on the invoice, or in form of price list. Price list shall indicate whether charges are flat rate or percentage-based. Cost proposal to indicate whether the submission for payment (invoice) shall be sent after completion of services or no later than the tenth day of the month following provision of services.

**CONFIDENTIALITY AGREEMENT**

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**COUNTY OF YUBA  
CONFIDENTIALITY PROVISIONS AND STATEMENTS****1. INTRODUCTION.**

For the purposes of carrying out a contract with vendor for document and hard drive destruction services (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

**2. DEFINITIONS.**

**2.1 CONFIDENTIAL INFORMATION** shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.

**2.2 PERSONALLY IDENTIFIABLE INFORMATION** is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

**2.3 BREACH** shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

**2.4 SECURITY INCIDENT** shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

**3. BACKGROUND.**

The COUNTY maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

**4. PROVISIONS.**

**4.1** The CONTRACTOR shall sign the “Confidentiality Provisions and Statements” and adopt it by reference in the underlying Agreement.

**4.2** The COUNTY requires at least the following minimum standards of care in handling the confidential information:

**4.2.1** Securing all areas where confidential information is maintained and/or stored;

**4.2.2** Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

**4.2.3** Limiting the removal of confidential information from the CONTRACTOR’s premises except for those purposes as designated in the underlying Agreement;

**4.2.4** Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

**4.2.5** Not leaving unattended or accessible to unauthorized individuals; and

**4.2.6** Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

**4.3** Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

**4.4** In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

**4.5** The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR’s location or COUNTY location in an effort to ensure compliance with these provisions.

**4.6** If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

**4.7** If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

**4.8 NOTIFICATION OF BREACH.**

**4.8.1** Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

**4.8.2** Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Paul LaValley, County Information Security Officer  
Phone: (530) 749-5609  
E-Mail: [plavalley@co.yuba.ca.us](mailto:plavalley@co.yuba.ca.us)  
Fax: (530) 749-7894

**4.8.3** The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;
- (c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

**4.8.4** The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the breach, which may include notification to the individual or other authorities.

**4.8.5** All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

**4.9** The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.

**4.10** The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

**5. ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.**

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the confidential information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: 9-30-2019

CONTRACTOR

\_\_\_\_\_  
(Signature)  
Robert E. Pickens, Chief Executive Officer  
\_\_\_\_\_  
(Print Name and Title)

#### D) Evaluation Criteria

Evaluation team will consist of at least three (3) panelists. Panelist selection will derive from the nature of the solicitation, knowledge in the field within the scope of work, understanding of County policies and procedures, and third party overview. The following phases will be used in the evaluation process:

- Phase I: Responsibility Criteria
- Phase II: Responsive Criteria

All proposals are competitive-sealed and are evaluated based on weighted criteria. A preliminary review shall be made of the proposals by the evaluation team. Aggregate, not individual, scores shall be available for review.

Award will be made to the responsible, responsive proposer whose proposal is determined in writing to be the most advantageous, considering evaluation factors set forth in this RFP. Award is not solely based on price, but also upon technical superiority of the proposal.

If any proposer, prior to the award of agreement, files a protest with the Department of Administrative Services, 915 8th Street, Suite 119, Marysville, CA 95901, on any grounds that the (protesting) proposer would have been awarded the contract for any such reason, the agreement shall not be awarded until either the protest has been withdrawn or the Director of Administrative Services has decided the matter. All protests must be sent by certified or registered mail.

#### E) Terms and Conditions

Please see the following page for all Terms and Conditions for Solicitations.

#### F) Sample Agreement

The following website provides a sample of Yuba County's Standard Professional Services Agreement. If no internet access is available, a hard copy can be provided by contacting Yuba County Administrative Services Department at the contact provided on the title page.

[https://www.yuba.org/departments/administrative\\_services/purchasing/purchasing.php](https://www.yuba.org/departments/administrative_services/purchasing/purchasing.php)

**YUBA COUNTY STANDARD TERMS AND CONDITIONS – SOLICITATIONS**

The following general terms and conditions are to be incorporated into and will become a part of this contractual agreement ("Solicitation") between Supplier/Vendor/Contractor, ("Supplier") and Yuba County ("County").

1. **Agreement.** "Terms and Conditions" stated in this document shall apply to this Contract between the Supplier and County. Any other terms and conditions must be agreed to by the County in writing. Upon submittal of this Solicitation, the Supplier agrees to abide by these Terms and Conditions. This Solicitation is binding on the heirs, successors, assigns, and representatives of the Supplier.
2. **Acceptance.** Acceptance of Solicitation Bid implies the acceptance of all Terms and Conditions contained herein, and all specifications, drawings, and additional terms and conditions referred to herein and/or attached hereto. Read them carefully. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The County may reject any or all bids and may waive any immaterial deviation in a bid. The County's waiver of immaterial deviation shall in no way modify the Bid document or excuse the proposer from full compliance with all requirements if awarded the agreement. Bidder should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to lack of careful examination of work sites and all specifications. No oral understanding or agreement shall be binding on either party.
3. **Modifications and Amendments.** If it is determined amendments to the Solicitation are necessary, addenda shall be issued and sent to all bidders. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline as set forth in the Bid Process Dates. Bid modifications offered in any other manner, oral or written, will not be considered. A bidder may withdraw its bid by submitting a written withdrawal request to the County, signed by the bidder or an authorized agent in accordance with the Department of Administrative Services. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline. More than one bid from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
4. **Compliance with Law.** Supplier shall be subject to and comply with all Federal, State, County, and local regulations with respect to its performance and any disputes arising under this Bid, including but not limited to, licensing, employment, purchasing practices; wages, hours, and conditions of employment, and nondiscrimination; the Fair Labor Standards Act of 1938 as amended; Executive orders and rules and regulations of the President's Committee on Equal Employment Opportunity; and the California Occupational Safety and Health Act of 1973.
5. **Indemnification.** The Supplier agrees to indemnify and hold harmless the County, its officers, agents, and employees against all claims, demands, and judgments made or recovered against the County for damages to real, tangible, or personal property, including injury or death, in connection with this Solicitation to the extent such damage, injury, or death was caused by negligence, intentional, or willful misconduct of Supplier during the operations in connection with the performance of work or duties undertaken as a result of the acceptance of this Bid.
6. **Insurance.** Supplier shall provide proof of at least \$1,000,000 General Liability coverage, unless otherwise specified. Supplier's shall be required to provide a certificate of insurance naming County as additional insured before beginning work/services in amounts specified by County for the term of a Contract.
7. **Jurisdiction.** This Solicitation is made in the County of Yuba and shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Bid shall be instituted and prosecuted in the courts of the County of Yuba, State of California.
8. **Endorsements.** Supplier shall not in its capacity as a Supplier with the County publicly endorse or oppose the use of, or attribute qualities or lack of qualities of, any particular brand name or commercial product / service without the prior approval of the County. Supplier shall not imply County's endorsement of Suppliers products or name.
9. **Inspection.** Supplier's performance, place of business, and records pertaining to this Bid are subject to monitoring, inspection, review, and audit by authorized representatives of the County, State of California, and Federal Government. County of Yuba will verify compliance of business at [www.SAM.gov](http://www.SAM.gov).
10. **Records.** Supplier shall keep and make available for inspection and copying by authorized representatives of the County, State of California, and Federal Government, the Supplier's regular business records and such additional records pertaining to this Bid as may be required by the County. County shall retain all documents pertaining to this Solicitation for three (3) years from the Solicitation ending date and for any further period that is required by law.
13. **Costs.** Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the County of Yuba.
15. **Contractors:** If Applicable, Supplier shall possess license(s) required in the bid at the time a Contract is awarded (PCC3300). Supplier shall provide a Payment Bond for public works projects, when project is in excess of \$25,000 (PCC3247). For public works projects greater than \$1000, the Supplier shall pay the general prevailing rate of per diem wages to all workers employed on Bided project as established by the California Department of Industrial Relations (PCC1770-1780). Supplier shall be required to maintain and furnish upon request, a certified copy of each weekly payroll containing a signed statement of compliance (PCC1771.5(b)(3)).
16. **Assignment.** This order or any payment due hereunder is not assignable by Supplier without written approval of County.
17. **Confidential Bid Information.** No part of the Bid response is to be marked as 'confidential.' County may refuse to consider any bid response marked as such. County shall not be liable in any way for disclosure of any such records. All bid responses shall become the property of Yuba County. County reserves the right to make use of any information or ideas contained in submitted bid responses. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.) or of "trade secrets" protected by the Uniform Trade Secrets Act (Civil Code Section 3426, et seq.) Each bid received, with the name of bidder, shall be recorded, and records will be open to public inspection after award of Contract.
20. **Activities on Premises and County Confidentiality.** Site-walks and pre-bid conferences are subject to a Confidentiality Agreement. Bidders will be required to accept and sign before execution of event. Supplier must meet all County facility safety and security guidelines. Supplier must maintain compliance with all Federal, State, and local confidentiality regulations. At no time shall Supplier's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any County information that they come across in the performance of this Bid.
21. **Time is of Essence.** All deadlines non-negotiable and are as set in Solicitation, unless otherwise adjusted in Addendum form. County reserves the right to reject bids that do not comply with any deadline.
22. **Conflicts of Interest.** Supplier, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Bid to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under California Government Code Section 87100, et seq., or otherwise.

Addendum #2

Date Issued August 16, 2019

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To All Potential Bidders: This addendum is issued to modify the previously issued bid documents and given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession. Per the RFP, the proposer/bidder shall acknowledge receipt of all addenda, if any, listing the addenda by number(s) and initials in the Bidder's Statement.

This addendum 2 is to provide clarifications and answers to questions asked at the mandatory site walk that took place Thursday, August 15, 2019 at 10 a.m.

Clarifications: Due to the complex nature of this RFP, deadline for all questions shall now be September 13, 2019 by 5 p.m.

Questions were submitted in reference to the current rates and revenues for inmate telecommunication services. At this time, a public records request was submitted and no information shall be shared until given guidance and clearance by County legal staff.

To obtain further information and clarifications from the site walk, please sign and submit the confidentiality agreement provided in the original RFP, and send to Lee Ann Hennessy at [lhennesy@co.yuba.ca.us](mailto:lhennesy@co.yuba.ca.us).



Addendum #3

Date Issued September 18, 2019

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To All Potential Bidders: This addendum is issued to modify the previously issued bid documents and given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession. Per the RFP, the proposer/bidder shall acknowledge receipt of all addenda, if any, listing the addenda by number(s) and initials in the Bidder's Statement.

This addendum 3 is to provide clarifications and answers to questions asked.

Clarifications:

Questions:

In the RFP under scope of work the following is stated:

Q: (11) Telephone Rates, Fees, and Revenue Share: Bidders shall submit a proposal with one rate fee and revenue shared bid. Bidders shall not propose alternative rates and revenue shared options.

(A) Per Minute Rates: Per Minute Rates [ (1) local, (2) intralata, (3) interlata, (4) interstate, and (5) international ] and connect fees for Payment Platform, Prepaid, and Collect Calls. All rates shall comply with FCC-allowed rates and mandates. Bidders must provide these rates on the Bid Form within the Exhibit-A – Bid Response Packet.

A: Please see page 3; Exhibit A has been attached.

Q: Does the County desire video visitation? If so, will video visitation be available in each pod?

A: At this time, County is not considering video visitation; however, vendors to recommend best option for County's current procedures and operations. Vendors are encouraged to submit proposals that include immediate implementation as well as gradual integration options.

Should we omit a response to the section (L) of the RFP for video visitation given the county is not considering it at this time?

A: Yes; response to section (L) can be omitted. However, vendors to utilize the section to illustrate gradual transition and implementation for future consideration.

Q: 2.A.1., page 5- County requests ability to interact with internal commissary system to pay for telephone and tablet. Would the County please provide details on the County's internal commissary system?

A: Please see Addendum 2 – Confidential, page 4.

Q: 2.A.2, page 5- County requests the ability to transfer money from inmate trust/commissary account to contractor's payment platform. Would the County please provide the accounting software provider for money transfer interfacing?

A: Please see Addendum 2 – Confidential, page 2.

Q: If the County does not have accounting software capable of immediate funds transfer, is the County open to an alternate solution?

A: Yes.

Q: 3.C.2., page 6 – "Provide the ability for unauthorized County staff to selectively monitor call activity in real time and immediately terminate any call." Would the County please clarify that "unauthorized" should read "authorized"?

A: 3.C.2., page 6 should read, "Provide the ability for *authorized* County staff to selectively monitor call activity in real time and immediately terminate any call."

Q: Deliverables/Reports 11, page 19 – "Vendor to consider and recommend implementation of required review of disclosed information from Sheriff Personnel, prior to use of tablets." Would the County please clarify the intent of this requirement?

A: California state law mandates Law Enforcement personnel discloses specific information to the wards; inmate handbook. County is requesting vendor to consider and recommend implementation of requiring inmates to review sections of this handbook, prior to using tablet for entertainment.

Q: What is the expected ADP after jail construction project is complete?

A: Unknown at this time.

Q: What is the ADP by housing unit?

A: Handouts with this information were provided at the mandatory site walk; please refer to your representative who attended.

Q: How many phones are in each housing unit today?

A: Handouts with this information were provided at the mandatory site walk; please refer to your representative who attended.

Q: How many mobile phone carts does the county require?

A: Our understanding is that the tablets are to be mounted and docked inside the housing units. This would require a minimum of 15 docking stations with the potential of a few more. Vendor to recommend best value/solution when it comes to phone carts versus docking.

Q: Does the County require any cordless phones? Hands-free phones?

A: No

Q: What is the classification of inmates in each housing unit?

A: Medium; Maximum; Protective Custody

Q: What is the base contract length and any extension terms?

A: Contract not to exceed a three-year period.

Q: Who is the local internet provider?

A: Please see Addendum 2, page 1.

Q: Does the County have cable or fiber available?

A: There is no fiber available. Current cable is a Telco feeder Cat 3 50 pair.

Q: How many tablets are required?

A: Vendor to recommend.

Q: Will every housing unit get tablets?

A: Eventually yes. County would prefer a smaller level "pilot" project if you will to begin with, and gradual integration throughout the jail. Using a select group of housing units to initially supply the tablets so staff can evaluate the processes of management before going full capacity with the entire jail.

Q: How many phones will be needed for the expansion?

A: Unknown; expansion will not be completed until approximately 2022. Specifications for the expansion shall be discussed in the future with the phone services provider at that time.

Q: How many TTY devices are required?

A: Currently the jail has ONE.

**EXHIBIT A**  
**COST PROPOSAL**

CALL TYPE	COST/MINUTE
Advance Pay Canada	\$ _____
Advance Pay Interstate Interlata	\$ _____
Advance Pay Intrastate Interlata	\$ _____
Advance Pay Intrastate Intralata	\$ _____
Advance Pay Local	\$ _____
Advance Pay One Call Interstate Interlata	\$ _____
Advance Pay One Call Intrastate Interlata	\$ _____
Advance Pay One Call Intrastate Intralata	\$ _____
Advance Pay Other International	\$ _____
Advance Pay One Call Local	\$ _____
Collect International	\$ _____
Collect Interstate Interlata	\$ _____
Collect Intrastate Intralata	\$ _____
Collect Local	\$ _____
Debit Canada	\$ _____
Debit Non-US Caribbeans	\$ _____
Debit Interstate Interlata	\$ _____
Debit Intrastate Interlata	\$ _____
Debit Intrastate Intralata	\$ _____
Debit Local	\$ _____
Debit Other International	\$ _____