



**COUNTY OF ORANGE
SHERIFF-CORONER DEPARTMENT**

REQUEST FOR PROPOSALS FOR:

Inmate Communication Services

RFP No. 060-C021597-LQ

REQUEST FOR PROPOSAL



County of Orange
 Sheriff-Coroner
 Purchasing Services Bureau
 320 N. Flower Street
 Santa Ana, CA 92703
 (714) 834-4700

**PROPOSALS MUST BE RECEIVED
 BY, OR PRIOR TO,
 4:00 P.M. PT
 ON OR BEFORE
THURSDAY, MAY 28, 2020
 PROPOSAL NUMBER
 060-C021597-LQ**

File Folder No: C021597

INSTRUCTIONS:

1. SUBMIT 1 ORIGINAL, 6 COPIES OF YOUR PROPOSAL AS SPECIFIED IN SECTION C, PAGE # 5, TERM # 4 OF THIS RFP.
2. RETURN THIS PAGE SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP #, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. DECLINATION - IN THE EVENT YOU ELECT NOT TO SUBMIT A PROPOSAL, INFORM US ON THIS FORM AND RETURN BY THE DUE DATE INDICATED.

DATE: March 25, 2020

**REQUEST FOR PROPOSALS (“RFP”)
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Project Title: Inmate Communication Services

The County of Orange, Sheriff-Coroner/Purchasing Services Bureau, hereinafter referred to as “County”, is soliciting proposals from qualified firms, hereinafter referred to as “Offerors”, to provide Inmate Communication Services as further described in this RFP. The awarded contract(s), hereinafter referred to as “Contract”, will be awarded as a **three (3) year term, renewable for seven (7) additional one (1) year terms** between the County and selected Offeror for Inmate Communication Services. A detailed Scope of Work concerning the County’s requirements is provided herein as Section III, Model Contract, Attachment A.

This Request for Proposal(s) is set out in the following format:

- SECTION I. Introduction and Instructions to Offerors
- SECTION II. Proposal Response Requirements/Minimum Qualifications
- SECTION III. Model Contract followed by Attachments

PROPOSALS ARE DUE ON THURSDAY, MAY 28, 2020 AT 4:00 PM Pacific Time.

Proposals must be submitted in sealed packages. See complete instructions in Section I, Item C.

All questions and inquiries related to this RFP must be directed through the BidSync System. Offerors are not to contact other County personnel with any questions or clarifications concerning this RFP. The Sheriff-Coroner/Purchasing Services Bureau will provide all official communication concerning this RFP. Any County response relevant to this RFP other than through or approved by Sheriff-Coroner/Purchasing Services Bureau is unauthorized and will be considered invalid. Return this signed cover page with your proposal. Late proposals will not be accepted.

I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL, AND TO THE TERMS, CONDITIONS AND ATTACHMENTS REFERENCED HEREIN.		
Date	Company Name (as it appears on your invoice)	
*Authorized Signature	Print Name	Title
*Authorized Signature	Print Name	Title

*If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

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SECTION I

INTRODUCTION

AND

INSTRUCTIONS TO OFFERORS

SECTION I: INTRODUCTION AND INSTRUCTIONS TO OFFERORS

A. INTRODUCTION

The County, via the Orange County Sheriff-Coroner Department (OCSD) and Orange County Probation Department (“Probation”), is seeking an experienced Offeror to provide, install and maintain various inmate communication solutions inclusive of an inmate and visitation telephone system (ITS), video visitation solution (VVS), correctional-grade tablets (Tablets) and payment kiosks. ITS services will be provided for OCSD and Probation; VVS, Tablets and payment kiosks will be provided for OCSD only. Details about the required equipment and inmate population of each Facility can be found in the **Addendum A - Section K (Facility Specifications)**. It is anticipated that an additional OCSD facility, James A. Musick, will be opened at some point during the Contract term and an addendum will be negotiated at that time. It is not currently known what the inmate population and required equipment will be, but the new construction includes a total of 896 beds.

One of the key objectives of the ITS is to enable inmates to communicate with family, friends and others in the community while also controlling inmate usage and limiting the use of the ITS, VVS, and Tablets for illicit activity. A necessary part of the service is to ensure the safety and security of staff, inmates, and the public through the use of current technology.

The selected Offeror shall provide the services in County facilities at no cost to OCSD, Probation or the County. All cost for services shall be the responsibility of the Offeror, including but not limited to, equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implementation services necessary to furnish the County with state of the art technology and equipment to meet the specification herein.

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 selected Offeror. If a consultant (“Authorized Representative”) is engaged, Offeror will cooperate with the Authorized Representative as directed by County, including following instructions found in this RFP, and if awarded, the operation of the ITS, VVS and Tablets. Throughout this RFP, County shall be deemed to include both County and the County’s Authorized Representative, if any.

Current Provider

The current provider for inmate telephone services is Global Tel Link (GTL) (“Current Services”). The Current Services platform is network-based. The Current Services provide inmates with access to local toll (intralata), long distance toll (interlata), interstate, intrastate, and international calling. Currently inmates do not have the ability to pay for telephone services through the Commissary Operations because the commissary is self-operated and would require interfacing with the County’s ATIMS Jail Management System. The Offeror awarded a contract as a result of this RFP must interface with the Commissary Operations Software and also the County’s ATIMS Jail Management System to provide a Payment Platform with a fully integrated inmate-funded debit option.

Transition Period

It is the intent of the County to have this contract begin with a transition period of at least 30 days prior to the termination of the current contract. The transition period is to allow the successful Offeror to establish the infrastructure and training required to operate the ITS, VVS, and Tablets. The successful Offeror shall begin providing the services immediately upon termination of the current contract.

B JOB WALK REQUIRED

1. Mandatory onetime pre-bid JOB WALK and meeting will be conducted on Tuesday, April 21, 2020. **DUE TO COVID-19, DATES WILL BE FLUID AND WILL BE UPDATED AS INFORMATION BECOMES AVAILABLE. at 9:00 am (Pacific Time). BIDDERS THAT ARRIVE AFTER 9:15 A.M. WILL NOT BE ALLOWED TO PARTICIPATE IN THE JOB WALK.** Vendors must be on time and present at the first job walk location in order to participate in subsequent job walks. All subsequent job walk locations will also require vendor sign in. Job Walk will be conducted at the following location(s):
 - a. Central Jail Complex, 550 N. Flower St., Santa Ana, CA92703
 - b. Theo Lacy Facility, 501 The City Drive South, Orange, CA 92868
 - c. Juvenile Hall, 331 The City Drive, Orange, CA. 92868

The job walk/meeting will allow bidders to acquaint themselves with the project site and conditions under which the work will be conducted. The pre-job walk meeting place shall be Sheriff Coroner, 1st Floor Reception, 320 N. Flower Street, Santa Ana, CA 92703.

In order to be able to attend the Mandatory Job Walk, all bidders must pass a background check and submit the appropriate forms as indicated hereafter. The Security Clearance and Orange County Jail Release of Liability documents must be completed in their entirety. The required documents included with this bid package are as follows:

1. Security Clearance document
2. Orange County Jail Release of Liability
3. Security Clearance Application (Instructions)

(Once completed, these documents will be kept separate and apart from the bid responses and Orange County Sheriff’s Department will take reasonable precautions to prevent their public disclosure.)

Only bidders approved by the Orange County Sheriff’s Department and the Probation Department will be able to attend the Mandatory Job Walk and thereafter submit a responsive bid to this solicitation.

The following time table shall be observed for this solicitation:

1. Deadline for submission of above required forms (Security Clearance & Orange County Jail Release of Liability): Wednesday, April 8, 2020, 4 pm (Pacific Time).
2. Notification to Approved Bidders for Job Walk: Wednesday, April 15, 2020,
3. **Bid Closing date:** 4:00 P.M. (Pacific Time) on Thursday, May 28, 2020.

Failure to adhere to the time table and requirements set forth above will be grounds for disqualification of a bid.

C. PROPOSED TIME SCHEDULE: DUE TO COVID-19, DATES WILL BE FLUID AND WILL BE UPDATED AS INFORMATION BECOMES AVAILABLE

Date	Action
Thursday, March 26, 2020	Release of RFP
Tuesday, April 21, 2020	Mandatory Job Walks
April 30, 2020	Written Questions from Offerors Due by 4:00 P.M. (Pacific Time)

May 28, 2020	Deadline for Proposals: Due by 4:00 P.M. PT (Pacific Time)
TBD	Technical Presentations - The most responsive proposals may be asked to give an oral presentation within three (3) calendar days of notification.
TBD	Contract Start Date

D. INSTRUCTIONS TO OFFERORS AND PROCEDURES FOR SUBMITTAL

1. Clearly identified Proposals are **due on or before Thursday, May 28, 2020 no later than 4:00 P.M. PT**, and are to be delivered in a sealed package with the following information to:

RE: RFP No. 060-C021597-LQ for Inmate Communication Services

County of Orange
 Sheriff-Coroner Department/ Financial Services
 Attn: Sheriff-Coroner-Purchasing
 320 N. Flower Street, Suite 108
 Santa Ana, CA 92703

SHERIFF-CORONER/PURCHASING SERVICES BUREAU BUSINESS HOURS:

Monday through Friday
 8:00 a.m. to 5:00 p.m.

Closed on the following County Holiday:
 Memorial Day: Monday, May 25, 2020

Proposals must be time-stamped on the outside of the sealed package by Sheriff-Coroner/Purchasing Services Bureau staff. The delivery location for the receipt of proposals is the 1st floor of the Sheriff-Coroner/Purchasing Services Bureau building as described above. It is the responsibility of Offeror to ensure that delivery is made to Sheriff-Coroner/Purchasing Services Bureau staff prior to the closing date and time. Delivery receipts are available upon request.

2. The County has attempted to provide all information available. It is the responsibility of each Offeror to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a Proposal for the proposed contract(s) is in doubt as to the true meaning of any part of this RFP or finds discrepancies in or omissions from the specifications, they may submit a request for clarification to Deputy Purchasing Agent (“DPA”) Lorena Quirarte via BidSync (RFP # 060-C021597-LQ). For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339 Option 1.

All questions or requests for clarifications must be received via BidSync by **4:00 P.M. on Wednesday, April 30, 2020**. The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this RFP is considered necessary by the County, an addendum shall be issued. Any interpretation of, or correction to this RFP, will be made only by an addendum issued

by either the assigned DPA or BidSync. It is the Offeror's responsibility to ensure that they have reviewed any and all addendums to this RFP. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

3. There will be **No Pre-Proposal Conference** for this RFP.
4. Proposals must be valid for a period of at least three hundred sixty-five (365) calendar days from the closing date and time of receipt. No Proposal may be withdrawn after the submission date.
5. The RFP includes the following documents:
 - Main RFP Document:
 - **Sections I (Introduction and Instructions to Offerors) and II (Proposal Response Requirements)**. Sections I and II of the RFP provide instructions for the RFP process. Section II also includes several sections and numbered items to which Offeror must provide additional information or documentation.
 - **Section III – Model Contract**. Offeror is required to review the standard Contract in its entirety and indicate any exceptions in **Addendum A - Section N (Exceptions to Contract)**, including an explanation of how the Offeror proposes to meet County's needs without the required item and/or in light of proposed changes.
 - Attachments:
 - **Attachment A (Scope of Work)** contains mandatory inmate communications requirements. Attachment A, Sections B through J includes mandatory specifications that must be met for Offeror to be considered. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the OFFEROR COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in **Addendum A - Section M (Exceptions to RFP)**. Offeror comments will be evaluated in accordance with **Addendum A - Section C (Evaluation & Selection and Section C.1 (Evaluation Criteria))**.
 - **Attachments B (Payment/Compensation), C (Proposed Fees), D (County Supplied Items and Assistance), E (Implementation, Installation, and Acceptance Testing Plan), F (Training Plan), G (Tool Control Policy), H (Labor and Material Payment Bond/Performance Bond)**.
 - **Exhibits 1 (References), and 2 (County of Orange Local and Small Business (OCLSB) Preference)**.
6. County will create a Contract resulting from this RFP, which shall incorporate **Sections I (Introduction and Instructions to Offerors) and II (Proposal Response Requirements), Section III (Model Contract), Attachments A through H**, and Offeror's RFP response ("Contract").
7. Each Offeror must provide **one (1) original hard copy clearly marked as "original" on the outside cover and contain original signatures, five (5) additional hard copies of the Proposal and one (1) copies on a Flash Drive**.
8. All written Proposal formats shall adhere to **Addendum A, Section B (RFP Instructions & Format)**.

All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II (Proposal Response Requirements). It is imperative that all Offerors responding to this RFP comply, exactly and completely, with the instructions set forth herein. All Proposals in response to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, and should fully address each requirement and question. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.

The electronic versions of the proposal shall be submitted on a Flash Drive and the Flash Drive must include:

1. Part 2 of Section II: Company Profile, Company Information, and Statement of Qualifications (Microsoft Word format)
2. Section III, Model Contract with any additions or deletions shown using “track changes” (Microsoft Word format)
3. Section III, Scope of Work and all Attachments with any additions or deletions shown using “track changes” (Microsoft Word format)

It is not necessary to include an electronic version of the Cover Page or other certifications included in Part 1 of Section II or Section III of this RFP. Those items should be submitted in hard copy, with original signatures on the copy designated as “original”. In addition, it is not necessary to submit audited financial reports, marketing brochures or similar additional information in the electronic versions of the Proposal.

9. **Proposals are not to be marked as confidential or proprietary.** The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. The County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the Proposals submitted.
10. By submitting a Proposal, the Offeror represents that it has thoroughly examined the County’s requirements and are familiar with the services required in this RFP and that it is qualified and capable of providing the services to achieve the County’s objectives.
11. Each Offeror must submit its Proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County’s consideration as specified in Section II, Part 1, 10. Statement of Compliance.
12. After the closing date and time for receipt of proposals, evaluation and **if requested** by County, technical presentations may commence as described in Section I.E (Evaluation Process and Criteria). Offerors who submit Proposals most responsive to the County’s requirements will be asked to give an oral presentation of their Proposal to County staff. Selected Offerors should be prepared to make their oral presentation within five (5) calendar days after notification and be prepared to discuss all aspects of their Proposals in detail, including technical questions regarding the Proposal. Offerors shall not be allowed to alter or amend their Proposal through the use of the presentation process.
13. Selected Offeror(s) may be required to provide an on-site tour/inspection of their service facilities proposed under Offeror’s Proposal.

14. The County reserves the right to negotiate modifications with any Offeror as necessary to serve the best interests of the County. Any Proposal may be rejected as non-responsive if it is conditional, incomplete or deviates from specifications in this RFP. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the Proposal. No such waiver will excuse an Offeror from full compliance with all other sections of the RFP.
15. Pre-contractual expenses are not to be included in, or as part of the Compensation/Payment amount stated in the Model Contract, Attachment B for Contractor Services. Pre-contractual expenses are defined as including, but not limited to, costs incurred by the Offeror in preparing its Proposal in response to this RFP; submitting that Proposal to the County; negotiating with the County any matter related to the Offeror's Proposal; and any other expenses incurred by the Offeror prior to the date of award and execution, if any, of the Contract.
16. The County reserves the right to: a) negotiate the final Contract with any Offeror(s) as necessary to serve the best interests of the County; b) withdraw this RFP, in whole or in part, at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Offeror responding to this RFP; c) award its total requirements to one Offeror or to apportion those requirements among two or more Offerors as the County may deem to be in its best interests; or d) reject any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

In addition, negotiations may or may not be conducted with any Offeror; therefore, the Proposal submitted should contain the Offeror's **most favorable terms and conditions**, since the selection and award may be made without discussion with any Offeror.

Furthermore, the County makes no representations that any Contract will be awarded to any Offeror responding to this RFP.

17. Where two or more Offerors desire to submit a single Proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm or multiple firms but not with multiple firms doing business as a joint venture.
18. The County does not require and neither encourages or discourages the use of lobbyists or other consultants for the purpose of securing business.
19. The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. If you are unable to provide/ obtain D-U-N-S number, please indicate so in your proposal/ bid submission response.
20. County of Orange Local Small Business (OCLSB) Preference: Effective January 1, 2020, County of Orange Board of Supervisors adopted the County of Orange Local Small Business (OCLSB) Preference policy. Implementation of the OCLSB Preference policy supports local businesses, the local economy and the development of the County's tax base.

To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

1) Local Business requirements:

- a. maintains their principal center of operations (i.e. headquarters) within Orange County, and;

b. has:

- i. a business address located in the County of Orange that is not a post office box, or
- ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.

2) Small Business Requirements:

- a. must be certified as a Small Business by the State of California Department of General Services (DGS); and,
- b. DGS Small Business requirements must be valid at the time of bid/proposal submittal.

To participate as an OCLSB, please read and follow the process outlined on EXHIBIT II - LOCAL SMALL BUSINESS PREFERENCE CERTIFICATION REQUIREMENTS.

- 21. County requires that the Offeror attend the Job Walk on the date and time specified in the Proposed Time Schedule in Section I.B. in order to submit a proposal. To attend the Job Walk, Offeror must complete and submit **Addendum A - Section P (Job Walk Registration Form)** on or before the date that will be determined and announced via BidSync. Each Offeror will be limited to 2 representatives at the Job Walk. Offeror must confirm attendance with the RFP contact as specified in **Section C. Instructions to Offerors and Procedures** at least 3 days prior to the pre-proposal conference. This will be the only time available for Offeror to visit the facilities during the RFP process.
- 22. Oral responses to questions during the Job Walk shall be considered nonbinding on County. Offeror's questions regarding the Job Walk and/or this RFP must be submitted by the Offeror to the RFP contact as specified in **Section I.C. (Instructions to Offerors and Procedures for Submittal)**, on or before the date specified in the Proposed Time Schedule.

E. INSTRUCTIONS - PROTEST PROCEDURES:

Any actual or prospective Proposer or Contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the appropriate agency/department Deputy Purchasing Agent.

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

Protest of Bid/Proposal Specifications:

All protests related to bid or proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the proposal.

Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Deputy Purchasing Agent. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

Protest Process:

- In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
- Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- The County may, after providing written justification to be included in the procurement file, makes the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
- If the protester disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

Appeal Process:

- If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to the Office of the County Purchasing Agent.
- Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
- The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

F. EVALUATION PROCESS AND CRITERIA

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank-ordered, based upon the Offeror(s) submitted written materials.

Following the initial evaluation process, the highest ranking Offeror(s) (if deemed necessary by the evaluation panel) may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional pricing information. In addition, Offeror's may be required to provide an on-site interview or clarification as it relates to the requested and/or proposed services.

Contract award shall be made to the responsible Offeror(s) whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Offeror(s) with the lowest fee proposal.

The evaluation process will be conducted in two phases. Only the top ranking proposals from Phase I will be invited to participate in Phase II. Phase I will be an evaluation of the written proposal and Phase II will consist of an evaluation of an onsite Oral Presentation and Demonstration based on a separate set of criteria. The Agenda for Phase II will be provided to successful candidates upon notification for the oral presentation.

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 technology, revenue share/cost recoupment offered and other evaluation factors set forth in this RFP, or to award a Contract to the next most qualified Offeror if the successful Offeror does not execute a Contract within 30 days after the award of the Contract. Further information on the proposal evaluation and selection process is provided in **Addendum A - Section C (Evaluation & Selection)** and **Section C.1 (Evaluation Criteria)**.

The evaluation process will be conducted in two phases. Only the most responsive proposals from Phase I will be invited to participate in Phase II. Phase I will be an evaluation of the written proposal and Phase II will consist of an evaluation of an onsite oral technical presentation based on a separate set of criteria. Agenda for Phase II will be provided to successful candidates upon notification for the technical presentation.

Phase I

Written proposals will be evaluated solely on the quality of the responses to all questions and requirements of this RFP.

Proposals will be competitively evaluated on the criteria in **Addendum A, Section C.1 (Evaluation Criteria)**.

G. SELECTION/AWARD PROCESS

The Model Contract contained in **Section III – Model Contract** is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including special conditions and requirements and those added by addendum, necessary attachments, and to reflect the Offeror's Proposal and qualifications. Further information on the selection and award process is provided in **Addendum A - Section C (Evaluation & Selection)** and **Section C.1 (Evaluation Criteria)**. The recommendation for award will be presented to the County's Board of Supervisors for approval of the Contract for inmate communication services. There is no guarantee that the Board of Supervisors will approve the Contract that results from this RFP.

H. DEFINITIONS

The following definitions apply to this procurement:

Blocked Call Numbers: Phone numbers that are blocked from being able to be called on either a system-wide basis or a case-by-case basis, as verified by OCSD. These numbers are programmable

into the ITS by the Contractor or OCSD. Contractor shall not delete, add or change any restricted number without approval of OCSD.

End-User Payment Options or Electronic Trust Account Deposit User Application: The process and system to be established by the Offeror so inmates may pay for Telephone and Tablet services through multiple funding methods. End-user payment options will include a process for payment with inmate funds, including transfer from their trust/commissary account, telephone funding (both live agent and automated), and online funding through Offeror's website and mobile application.

Inmate Telephone System (ITS): The total system for providing calling services to inmates, which includes equipment, hardware, software, telephones.

Inmate Communication Services (Services): All of the services to be provided by the Contractor including the ITS, Video Visitation, Tablets, installation, connectivity, streaming ability, maintenance, support services, storage, security, training, and all other services and items included in the RFP.

Jail Management System (JMS) - The software management system in use at the correctional facilities. The current OCSD JMS is ATIMS.

Payment Kiosks: Kiosks for the lobbies in OCSD Facilities that shall, at a minimum, have the capability to load funds to an inmate's debit and commissary accounts and receive court fines/fees from the public.

Private Call Numbers: Phone numbers that have been specifically approved and identified by OCSD or the Court and when called cannot be audibly monitored; typically these are phone numbers for attorneys and doctors.

Streaming Services: Movies, books, music, games and other activities and services provided through the intranet for a fee paid by the inmate.

Tablets: A mobile computer with a touchscreen display that is service enabled to make telephone calls and provide free and fee based services including books, movies, music and games.

Telephones: The telephones used by inmates for calls, including wall mounted, roll around and TTY phones.

Unbillable Number: A phone number that Contractor has determined cannot receive collect calls because the accounts of the owner of the phone number are not in good standing for failure to pay. The call recipient and inmate shall be provided the opportunity to complete the call by a prepaid format, including through the inmates Payment Platform account. If both the call recipient and inmate decline to continue the call in a prepaid format, the service provider may stop the call from continuing.

Users: The inmate placing the call and the recipient of the call.

Video Visitation Solution (VVS): The system for providing either on-site or remote video visitation services to inmates, which includes equipment, hardware, software.

SECTION II

PROPOSAL RESPONSE REQUIREMENTS/ MINIMUM QUALIFICATIONS

SECTION II: PROPOSAL RESPONSE REQUIREMENTS/MINIMUM QUALIFICATIONS

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Proposals must include three (3) tabbed sections, Part 1, Part 2 and Part 3 and must be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section.

Minimum Qualifications

The following is the minimum criteria for an Offeror to be considered as an eligible candidate submitting a proposal on the requested services described in this RFP:

1. The Offeror(s) shall have a minimum of five (5) years' experience in providing Inmate Communication Services, including the Core Technologies specified in Attachment A, Scope of Work, to a Law Enforcement Agency similar in size and scope to the Orange County Sheriff-Coroner; however; ten (10) years' experience is highly desirable. This will be verified through reference checks and letters of recommendation provided as part of this proposal.
2. Offeror shall be registered to do business in the state of California.
3. Offeror's ITS must meet all necessary requirements of the Public Service Commission and the Federal Communications Commission (FCC).
4. Offeror must have a telecommunications service tariff for the ITS for the state of California.
5. Offeror's staff who will be on-site will be required to pass background checks at the Sheriff's discretion.

Part 1:

(Complete this Section II, Part 1 and submit as Part 1 in first tabbed section of Proposal)

1. Conflict of Interest

Offeror must certify either 1 or 2 by signing below:

- a. Offeror certifies current/past financial, business or other relationship(s) with the County exist/existed as follows:
 - i. Disclose any financial, business or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs*, or any Orange County Board member, officer or employee, which could affect or influence award of the contract for the services you propose to provide.

(Signature required)

OR

- b. Offeror certifies that no relationships exist/existed as outlined in item 1 above.

(Signature required)

Orange County Board of Supervisors govern: All Assessment Districts, All Community Facilities Districts, All Reassessment Districts, Housing and Community Development Commission, Housing Successor Agency to the Orange County Development Agency, In-Home Supportive Services Public Authority, Industrial Development Authority For Orange County, Local Redevelopment Authority Marine Corp. Air Station (MCAS) El Toro, Orange County Financing Authority, Orange County Flood Control District, Orange County Housing Authority, Orange County Housing Authority Acting As the Housing Successor Agency, Orange County Public Financing Authority, Orange County Special Financing Authority, South Orange County Public Financing Authority, and the Successor Agency to the Orange County Development Agency

2. Litigation

- a. Offeror must certify either 1 or 2 by signing below:
- i. Offeror certifies current/past litigation as follows:
 - 1. Offeror shall provide detailed information regarding litigation (court and case number), liens, or claims involving Offeror or Offeror's ITS, or any company that holds a controlling interest in Offeror, against the County of Orange in the past seven (7) years.
 - 2. Offeror shall provide detailed information regarding litigation (venue/court, case number, type of case, and status of litigation), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against the County of Orange in the past seven (7) years.

(Signature required)

OR

- ii. Offeror certifies that Offeror or any proposed subcontractors do not have any past or current litigation.

(Signature required)

3. Name/Ownership Changes

Offeror must certify either 1 or 2 by signing below:

- a. Offeror certifies past company name changes and/or ownership changes, for Offeror's firm and any proposed subcontractor firm, as follows:
- i. Offeror shall provide detailed information regarding any company name changes (including legal business names, dates, addresses and state where incorporated) in the past seven (7) years.
 - ii. Offeror shall provide detailed information regarding any company ownership changes (including legal business names, dates, addresses and state where incorporated) in the past seven (7) years.

(Signature required)

OR

- b. Offeror certifies that Offeror or any proposed subcontractors have not had any company name changes or ownership changes in the past seven (7) years.

(Signature required)

- c. If Offeror has participated in an acquisition or merger in the last 6 months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations.

4. Cover Page

All Proposals must be accompanied by a cover letter of introduction and executive summary of the Proposal. The cover letter must be signed by person(s) with authority to bind the Offeror. **If the Offeror is a corporation, then signatures of two specific corporate officers are required for the cover letter and all required signatures throughout this RFP.** The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or other documentation demonstrating the legal authority of the signatory to bind the corporation. An unsigned Proposal or failure to comply with the corporate signature requirements, if applicable, is grounds for rejection and disqualification from further participation in this RFP process. All Proposals shall include in this first tabbed section, the cover page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

5. Validity of Proposal

The County requires that all Proposals be valid for at least three hundred sixty-five (365) days from this RFP's closing date. Proposals which are not valid for at least three hundred sixty-five (365) days will be considered non-responsive and subject to rejection. Please state below for how long this Proposal will be valid.

Offeror hereby certifies that Offeror's Proposal is valid for three hundred sixty-five (365) days from the RFP Closing Date.

Validity of Response (in days)

(Signature required)

6. Certification of Understanding

The County assumes no responsibility for any understanding of the Offeror or representation made by any of its' County's officers, employees or agents during or prior to the execution of any Contract resulting from this RFP unless:

- A. Such understanding or representations are expressly stated in the Contract; and

B. The Contract expressly provides that the County assumes the responsibility

By signing below, Offeror certifies that such understanding has been considered in this Proposal.

(Signature required)

7. Minimum Qualifications Statement

Offeror hereby certifies that it meets all minimum qualifications and requirements as set forth in this RFP, Section II.

(Signature required)

8. Certificate of Insurance

Offeror hereby certifies Offeror's willingness and ability to provide the required insurance coverage and certificates as set forth in Section III: Model Contract, Article O by signing below.

(Signature required)

If Offeror takes any exceptions to Article O, Insurance Provisions, as set forth in Section III Model Contract, please see Section 10 Statement of Compliance below.

9. Statement of Compliance

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

Offeror hereby certifies (Offeror must certify either A or B by signing below):

- A. This Offeror is in strict compliance with this RFP including, but not limited to, the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits and no exceptions are proposed.

(Signature required)

OR

- B. This Offeror is in strict compliance with this RFP, including the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this RFP and attached hereto.

(Signature required)

Attachments for each proposed exception to this RFP, including, but not limited to Section III – Model Contract, must include:

1. The complete provision Offeror is taking exception to
2. The RFP page number and section of the provision Offeror is taking exception to
3. The suggested rewording by way of track changes (Microsoft Word Format)
4. Reason(s) for submitting the proposed exception; and
5. Any impact the proposed exception may have on the services to be provided.

10. Iran Contracting Act Certification Form (if applicable)

IRAN CONTRACTING ACT
CERTIFICATION FORM
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal for, or executing a contract or contract renewal for a contract for goods or services of \$1,000,000 or more, a contractor must either: **a)** certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b); or **b)** demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your contractor name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-years of ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor identified below, and the contractor identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS.

<i>CONTRACTOR Name (printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (authorized signature)</i>	
<i>Printed name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a contractor engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>CONTRACTOR Name (printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (authorized signature)</i>	
<i>Printed name and Title of Person Signing</i>	

Part 2:

Company Profile

(Complete this form and submit as Part 2 in the second tabbed section of Proposal)

Company Legal Name: _____

Company Legal Status (corporation, partnership, etc.): _____

Business Address: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Website Address: _____ Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Years of experience providing services: _____

Is your firm a sole proprietorship? _____ Yes _____ No

If yes, Sole Proprietor's social security number: _____

Is your firm a sole proprietorship doing business under a different name: _____ Yes _____ No

If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated: _____ Yes _____ No If yes, State of Incorporation: _____

Federal Taxpayer ID Number _____ *D-U-N-S #: _____

*The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. If you are unable to provide/obtain a D-U-N-S number, please indicate so in your proposal/bid submission response.

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this RFP: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Name of service manager: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

In the event of an emergency or declared disaster, the following information is required;

Name of contact during non-business hours: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____ Cell or Pager Number: _____

Part 3:

Offeror(s) Proposal

Offerors shall respond to each section of Part 3, Offeror's Proposal. Responses and requested information shall be marked and presented in sequential order as listed in this section. Please use additional pages in your responses as needed.

1. **Scope of Work**

Offerors shall state specific capabilities, approaches and proposed methodologies and demonstrate a clear understanding of the nature of the work to be performed under the proposed Model Contract and its relation to County's needs. Specifically, Offeror's proposal shall demonstrate Offeror's ability to meet requirements included in Section III, Model Contract, Attachment A, Scope of Work. Areas that should be addressed include but are not limited to:

A. **Narrative Overview**

Present an overview, which shall be a narrative description, of your experience, education and proposed plan for providing Inmate Communication Services to the County.

B. **Project Approach**

In this section provide, in full detail, your response to the Program Description and Requirements as you understand the Scope of Work in this RFP (i.e., Section III, Model Contract, Attachment A, Scope of Work, and Sections D through K of Addendum A – Mandatory Inmate Communications Requirements). Also, please address the following question:

GOVERNMENT EXPERIENCE

List any and all government agencies your company has provided with Inmate Telephone Services. Include the agency name, contact information and details of the service provided. (Please note that this differs from Section H (References) below.)

CORE TECHNOLOGIES CLARIFICATION

1.10 **Equipment and Installation Requirements**

1.10.1 Mandatory Equipment and Installation requirements applicable to all systems are outlined in **Addendum A, Section G (General Installation Requirements)**.

1.10.2 Offeror shall submit a preliminary implementation plan which shall include a proposed installation schedule for the County for ITS, VVS and Tablets.

1.10.3 Offeror shall indicate any environmental conditions required for the proposed ITS, VVS and Tablets. Include minimum and maximum operating temperatures and humidity levels.

1.10.4 Offeror shall indicate the number of hours of back-up power that the provided UPS components supply to the ITS, VVS and Tablets.

1.10.5 Offeror shall indicate whether Offeror proposes any changes to County's communications room at the Facilities.

1.10.6 **ITS**

- 1.10.6.1 Specific mandatory ITS Equipment and Installation requirements are outlined in **Addendum A, Section H (ITS Requirements)**.
- 1.10.6.2 Offeror shall supply details of Offeror's proposed ITS which shall include, but not be limited to: system version (if Offeror uses multiple ITS versions and/or releases), system design (centralized vs. premise based), technical specifications, software applications, hardware architecture and networking capabilities.
- 1.10.6.3 Offeror shall include a diagram demonstrating the proposed ITS solution.
- 1.10.6.4 Offeror must indicate the physical size of the ITS equipment to be installed at the County Facilities including information on height, depth, width, weight, abuse tolerances and any limitations.
- 1.10.6.5 Offeror shall include a description, as well as images, of the inmate and visitation telephone sets, TDD and/or video relay service units, and cart/portable sets proposed for installation at the County.
- 1.10.7 **VVS**
 - 1.10.7.1 Specific mandatory VVS Equipment and Installation requirements are outlined in **Addendum A, Section I (VVS Requirements)**.
 - 1.10.7.2 Offeror shall supply details of Offeror's proposed VVS which shall include, but not be limited to: hardware components, operating system, default applications, power options, proposed cabling, and bandwidth parameters.
 - 1.10.7.3 Offeror shall include a diagram demonstrating the proposed VVS solution.
 - 1.10.7.4 Offeror shall indicate whether its proposed VVS is premise-based or centralized.
 - 1.10.7.5 Offeror must indicate the physical size of the VVS equipment to be installed at the County Facilities, including information on height, depth, width, weight, abuse tolerances and any limitations.
 - 1.10.7.6 Offeror shall include a description, as well as images, of the proposed video visitation stations (inmate, visitor and mobile) proposed for installation at the Facilities.
- 1.10.8 **Tablets**
 - 1.10.8.1 Mandatory Tablet Equipment and System requirements are outlined in **Addendum A, Section J (Tablet Requirements)**
 - 1.10.8.2 Offeror shall provide a detailed description of its Tablets, including security features for the corrections industry, screen size, device size, battery specifications, charging options.
 - 1.10.8.3 Offeror shall include a diagram demonstrating the Tablet solution.
 - 1.10.8.4 Offeror shall specify if the speakers on the Tablets can be disabled/enabled at County's discretion.
 - 1.10.8.5 Offeror shall specify if clear, see-through earbuds are provided with the Tablets.
 - 1.10.8.6 Offeror shall indicate how Tablets work for hearing impaired inmates.
- 1.11 **Technology Features and User Applications**
 - 1.11.1 **ITS**
 - 1.11.1.1 Mandatory ITS and User Application Specifications are outlined in **Addendum A, Section H (ITS Requirements)**.
 - 1.11.1.2 Offeror shall provide information on how the proposed ITS is 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.
 - 1.11.1.3 Offeror shall provide a script of the call acceptance information provided to the called party.

- 1.11.1.4 Offeror 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.
- 1.11.1.5 The ITS shall process calls on a selective bilingual basis using English and Spanish. Offeror shall indicate whether the called party (in addition to the inmate) will be able to select the preferred language for call prompts.
- 1.11.1.6 For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. Offeror shall provide a list of the available recordings as well as a complete description of each.
- 1.11.1.7 Offeror shall specify if the number of free calls is assigned globally or if the number of free calls can be assigned to the inmate and/or inmate telephone level.
- 1.11.1.8 Offeror 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).
- 1.11.1.9 Offeror must specify how international collect calls are processed and completed through the proposed ITS.
- 1.11.1.10 Offeror shall provide detailed information on the frequency Offeror performs remote diagnostics and troubleshooting processes which shall include failure reports, alarms, service history and other steps taken.
- 1.11.1.11 The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones and video relay units which are accessible to persons in wheelchairs and providing devices, including video relay units, that are compatible with Telephone Devices for the Deaf (TDD).
 - 1.11.1.11.1 Offeror must indicate how the TDDs work with the proposed ITS.
 - 1.11.1.11.2 Offeror shall provide detail on how TDD calls can be recorded and monitored via the ITS.
 - 1.11.1.11.3 Offeror shall provide detail relative to the its capability to provide a Video Relay System (VRS) to the County at no cost to the County.
 - 1.11.1.11.4 Offeror shall provide detail on how call controls configured in the ITS are preserved for calls placed using the VRS (e.g. branding, blocked telephone numbers).

1.11.2 VVS

- 1.11.2.1 Mandatory VVS features, functionalities, and user applications are found in **Addendum A, Section I (VVS Requirements)**.
- 1.11.2.2 Offeror shall indicate whether the VVS user application is stand-alone or integrated with the ITS user application.
- 1.11.2.3 Offeror shall detail any unique or distinctive features regarding the proposed VVS, including the capability for the inmate to initiate video visitation sessions.
 - 1.11.2.3.1 If Offeror does not have the capability for the inmate to initiate video visitations sessions, provide information on Offeror's research and development progress.
- 1.11.2.4 Offeror shall indicate whether it proposes an alternative number of video visitation stations to the quantity specified in **Addendum A, Section K (Facility Specifications)**.
- 1.11.2.5 Offeror shall list the requirements for a visitor to complete remote video visitation sessions, including but not limited to minimum bandwidth, equipment, software, browser type.
- 1.11.2.6 Offeror shall specify whether the VVS provides a countdown clock timer on the video visitation station.

- 1.11.2.7 Offeror shall specify its proposed process for providing information on upcoming video visits, including reports available in the VVS user application.
- 1.11.2.8 Offeror shall provide a list of all available reports in the VVS user application.

1.11.3 **Tablets**

- 1.11.3.1 Mandatory Tablet features, functionalities, and user applications are found in **Addendum A, Section J (Tablet Requirements)**.
- 1.11.3.2 Offeror shall indicate whether the tablet user application is stand-alone or integrated with the ITS user application.
- 1.11.3.3 Offeror shall detail any unique or distinctive features regarding the proposed Tablets, including all available options for inmates to access the Tablets (e.g. assigned model compared to a shared model).
- 1.11.3.4 Offeror shall indicate whether it proposes an alternative number of Tablets to the quantity specified in **Addendum A, Section K (Facility Specifications)**.
- 1.11.3.5 Offeror shall describe its capability to deliver a comprehensive inmate education solution on the Tablets including all available courses.
- 1.11.3.6 Offeror shall describe how data associated with usage on the Tablets is stored.
- 1.11.3.7 Offeror shall indicate if its Tablet user application has the capability of live monitoring.
- 1.11.3.8 Offeror shall provide a list of all available reports in the Tablets user application.

1.12 **Security Features**

- 1.12.1 Mandatory ITS Security Features requirements are outlined in **Addendum A, Section H (ITS Requirements)**.

1.12.2 **ITS**

- 1.12.2.1 Offeror shall provide a detailed explanation of the information displayed on the called party's caller ID each time a call from the County is placed (e.g. unknown number, Offeror's County service number, dummy ANI).
- 1.12.2.2 Relative to Offeror's fraud prevention feature, provide a list of the available pre-recorded announcements. Offeror shall describe its process for adjusting the duration of the call or excluding the pre-recorded announcements from the cost of a call.
- 1.12.2.3 Specify the method used by Offeror to detect three-way calls, specifically if the called party is utilizing a cell phone to place the three-way call.
 - 1.12.2.3.1 Upon detection of a three-way call, indicate whether the ITS is capable of playing a message to the inmate and/or the called party prior to terminating the call.

1.12.3 **VVS**

- 1.12.3.1 Offeror shall describe its registration and scheduling processes including:
 - 1.12.3.1.1 Capability to automatically capture the visitor's photo or identification without manual input from the visitor.
 - 1.12.3.1.2 Capability to verify the visitor's identity.
 - 1.12.3.1.3 Capability to run a warrant search on the visitor.
 - 1.12.3.1.4 Create automated/custom restrictions for the inmate and/or visitor including restricting a specific inmate or visitor from conducting a video visitation session at the same time as another specific inmate or visitor.
 - 1.12.3.1.5 The mandatory fields captured during the registration and scheduling processes.
 - 1.12.3.1.6 Process for designating a visitor to receive confidential/privileged video visits.

- 1.12.3.1.7 All methods available for visitors to register and schedule a video visit including the use of a mobile application.
 - 1.12.3.1.7.1 If Offeror does not have the capability to allow scheduling through a mobile application, provide information on Offeror's research and development progress.
 - 1.12.3.1.8 Method for avoiding scheduling conflicts.
- 1.12.3.2 Offeror shall indicate how other contracted customers using Offeror's proposed VVS are handling approval of visitors: approved visitor lists compared to passive approval (with required registration).
- 1.12.3.3 Offeror shall indicate whether the VVS can accommodate a manually-facilitated video visit created by County.
- 1.12.3.4 Offeror shall indicate whether the VVS has the capability to allow County to manually reassign the video visitation station initially assigned by the VVS.
- 1.12.3.5 Offeror shall detail the process for shutting down the VVS.
- 1.12.4 Tablets**
 - 1.12.4.1 Offeror shall specify the modifications to the physical device as well as the operating system, which ensure correctional-grade security.
 - 1.12.4.2 Offeror shall specify how mobile device management is handled.
 - 1.12.4.3 Offeror shall detail its security and installation approach to ensure inmates cannot access an external wireless network or unauthorized applications/content.
 - 1.12.4.4 Offeror shall disclose any instances where unauthorized applications, content, or websites were able to be accessed on the Offeror's tablet solution.

1.13 Monitoring, Recording and Data Requirements

- 1.13.1 Offeror shall provide detailed information on its data storage locations, data redundancy practices, and the processes used when copying and storing all data.
- 1.13.2 ITS**
 - 1.13.2.1 Mandatory Monitoring, Recording and Data Requirements are outlined in **Addendum A, Section H (ITS Requirements)**.
 - 1.13.2.2 Offeror shall include a detailed description on any automated feature within the ITS allowing inmates to check if a telephone number is configured as a private number.
 - 1.13.2.3 Offeror shall include a detailed description on its capability to receive and submit requests for private numbers automatically to County staff using the ITS and without manual entry by County or Offeror.
 - 1.13.2.4 Offeror shall include detailed information on the ITS alert application. The description shall include, at a minimum, the types of alerts available (cell phone, SMS text, email) and whether a security PIN for accessing the live call/visitation session is required.
 - 1.13.2.5 Offeror shall provide a detailed description of the process for copying/exporting recordings. Include information on date/time stamp and how the ITS prevents tampering with a recording.
 - 1.13.2.6 Offeror shall describe its capabilities to allow authorized users of the ITS application to share call recordings (single and bulk) without copying recordings onto a CD or other storage medium.
 - 1.13.2.7 Provide a listing of all available file types for ITS data including reports and recordings.
- 1.13.3 VVS**

- 1.13.3.1 Mandatory Monitoring, Recording and Data Requirements are outlined in **Addendum A, Section I (VVS Requirements)**.
- 1.13.3.2 Offeror shall include detailed information on the VVS alert application. The description shall include, at a minimum, the types of alerts available (cell phone, SMS text, email).
- 1.13.3.3 Offeror shall specify if the VVS allows the user to stop, pause and restart a live video visitation.
- 1.13.3.4 Offeror shall indicate whether its VVS has the capability to scan and display random live video visitations.
- 1.13.3.5 Offeror shall indicate whether the user can customize the view for playback of video visitations and/or add comments to the video visitation recording.

1.13.4 Tablets

- 1.13.4.1 Offeror shall include a detailed description on any automated feature within the Tablets allowing inmates to check if a telephone number is configured as a private number.
- 1.13.4.2 Offeror shall include a detailed description on its capability to receive and submit requests for private numbers automatically to County staff using the Tablets and without manual entry by County or Offeror.

1.14. Validation

1.14.1 ITS

- 1.14.1.1 Offeror shall describe its call validation methods, indicating if real-time.
 - 1.14.1.1.1 Identify all other methods used for call validation.
 - 1.14.1.1.2 Offeror shall subscribe to the Local Exchange Carrier (LEC) Line Information Data Base (LIDB). Offeror shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening (BNS). Offeror must assume all responsibility for the cost and accuracy of validation.
 - 1.14.1.1.3 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”).
 - 1.14.1.1.4 Offeror shall describe its capability to accommodate a monthly minimum Collect Call Threshold specified by Customer.
 - 1.14.1.1.5 Include the timeframe for removing a restriction once payment is received by the LEC.

1.14.2 VVS

- 1.14.2.1 Specify Offeror’s process for restricting visitors for any fraudulent activity or credit card chargebacks.

1.14.3 Tablets

- 1.14.3.1 Specify Offeror’s process for capturing any orders for the device, media or communication.
- 1.14.3.2 Confirm the timeframe for processing inmate orders and making the purchased media or communication available to the inmate.
- 1.14.3.3 Detail Offeror’s process for validating the inmate’s available balance at the time of purchase request.

1.15. Available Options

1.15.1 ITS - Calling Options

- 1.15.1.1 If available, describe the collect calling option of the ITS.

- 1.15.1.1.1 Offeror shall specify the name and phone number of the billing company used to bill collect calls on its behalf.
- 1.15.1.1.2 Describe the process for collecting, rating, sorting, distributing and billing of collect calls.
- 1.15.1.1.3 Provide a diagram demonstrating the collect calling process.
- 1.15.1.1.4 Specify how taxes and required fees are applied to the total cost of a collect call in preparation for billing.
- 1.15.1.1.5 Describe any and all additional fees (including those from third parties) which are charged to the end user's telephone bill (e.g. monthly billing fee, carrier administrative fee, cost recovery fee).
- 1.15.1.2 Offeror must specify its process for maximizing call completion especially for calls that would otherwise be blocked because of Competitive Local Exchange Carriers (CLEC), cell phones and other unbillable issues. Offeror shall also identify the average percentage of calls that fail validation because of CLEC, cell phones and unbillable issues.
 - 1.15.1.2.1 Provide a diagram demonstrating each additional calling option.
 - 1.15.1.2.2 Relative to pre-paid collect, specify the timeframe for a pre-paid account to become dormant/expire. If applicable, Offeror shall state whether the timeframe is configurable.
 - 1.15.1.2.2.1 Describe the refund process including how a refund should be requested and the timeframe associated with processing a refund.
 - 1.15.1.2.3 Specify the minimum amount required on a pre-paid collect account to complete a call.
 - 1.15.1.2.4 Describe in detail what happens when an inmate attempts a call to a pre-paid collect account that has insufficient funds.
 - 1.15.1.2.5 Relative to pre-paid cards, specify the process for allowing access to unused funds once an inmate is released.
 - 1.15.1.2.6 Relative to debit accounts, describe the process for accommodating real-time refunds.
- 1.15.1.3 Describe billing options available to professional called parties such as attorneys and bail bondsmen in the event they cannot receive collect calls.

1.15.2 VVS – Available Applications

- 1.15.2.1 Offeror shall specify if additional/external applications, text or information, as approved by Customer, can be added to the VVS and displayed on the video visitation station(s).

1.15.3 Tablets – Available Applications

- 1.15.3.1 Offeror shall provide a list of all available applications, features and functionalities available on Tablets.

1.16 End-User Payment Options

- 1.16.1 Provide a detailed description of all payment/deposit methods and the process for applying payments for the purpose of any of the inmate communication services specified in this RFP.
- 1.16.1 Describe the process by which end-users can make pre-payments for a specific phone number, pre-paid collect account or inmate account for any of the inmate communication services specified in this RFP.
- 1.16.2 Indicate the timeframe it takes for funds to post and become available for use by the inmate or end-user/visitor.
- 1.16.3 Describe how taxes and fees are applied to all payments.

SERVICE REQUIREMENTS

2.10 Disaster Recovery Plan

- 2.10.1 Offeror shall detail its Disaster Recovery Plan (DRP). This plan should provide the Offeror processes, policies and procedures relating to the recovery of services and data requirements as specified in this RFP preceding and/or following a natural or human-induced disaster.
- 2.10.2 The DRP shall address the Offeror's recovery processes following a natural or human-induced disaster for these scenarios.
- 2.10.3 A localized event affecting only the Offeror's facilities, infrastructure, and personnel;
- 2.10.4 A localized affecting only the Customer's facilities, infrastructure, and personnel; and
- 2.10.5 A broad geographic event affecting both the Offeror and the Customer.

2.11 Customer Service

- 2.11.1 Provide the following information regarding Offeror's processes for handling inmate/end-user service matters for any of the inmate communication services specified in this RFP.
- 2.11.2 Describe procedure(s) for handling inmate/end-user complaints including the contact options available for end-users to request assistance from Offeror;
- 2.11.3 Indicate whether Offeror's customer service center defaults to an Interactive Voice Response (IVR) or a live customer service representative;
- 2.11.4 The hours during which live customer service representatives are available to speak with end-users via telephone;
- 2.11.5 Indicate the average on-hold time to reach a live representative; and
- 2.11.6 Describe procedure(s) for handling inmate or end-user refund requests and the timeframe for completing such requests.

2.12 Maintenance

- 2.12.1 Offeror shall provide Customer with the escalation procedures for handling customer support issues including, but not limited to, maintenance, outages and reporting issues for the ITS and VVS. Procedure description shall include the contact names, contact numbers, email addresses and level of authority for the person(s) responsible for escalated issues.
- 2.12.2 Offeror shall provide Customer with the proposed process for handling maintenance and service issues surrounding Tablets including warranty timeframe, replacement process and storage of spare Tablets.
- 2.12.3 Offeror shall provide the on-site response time, priority levels and escalation schedule for emergency outage/service issues at and/or related to the Facilities as an exhibit to its RFP response and as outlined in **Attachment 1, Section B.1 (Proposal Order)**.
- 2.12.4 Offeror shall describe its detailed approach to routine and emergency maintenance as an exhibit to its RFP response and as outlined in **Attachment 1, Section B.1 (Proposal Order)**.
- 2.12.5 Offeror shall provide a synopsis of all ITS, VVS and Tablet outages lasting longer than 6 hours in a single day for the past 6 months. Include reason and outcome of the outage.

2.12.5.1A response indicating this information is confidential and/or proprietary will be considered an Exception.

ADDITIONAL TECHNOLOGY SPECIFICATIONS

- 3.10.1 County is interested in additional technology products that can be provided as part of the Offeror's proposal offering for this RFP. County may, at its sole option, elect to implement any proposed Additional Technologies throughout the life of the Contract. If Offeror is interested in providing information for additional technology products, it should supply information on the following items.
- 3.10.2 Commissary ordering via the ITS and Tablets (no cost to County): Offeror must provide an overview of this technology which shall include details on the process for selecting and ordering commissary items. Refer to **Addendum A, Section H (Facility Specifications)** for information on the commissary services provider.
 - 3.10.2.1 Detail any fees or charges associated with this technology; and
 - 3.10.2.2 Offeror must provide 2 references of where this technology has been implemented for at least 6 months and the commissary is operated by the customer. References should include facility name and address, contact name, contact number and contact email. If Offeror is unable to provide self-administered references, Offer must outline a proposed process to accommodate self-administered commissary environments.
- 3.10.3 ITS voice biometric technology (no cost to County): Offeror 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. County will not be a "beta test site" for unproven technology:
 - 3.10.3.1 Detail any fees or charges associated with this technology;
 - 3.10.3.2 Offeror must provide 2 references of facilities where this technology has been implemented for at least 6 months.
- 3.10.4 Voice-to-text technology: Offeror must provide an overview of the technology specifying how the technology is capable of converting recordings to text:
 - 3.10.4.1 Detail any fees or charges associated with this technology; and
 - 3.10.4.2 Offeror must provide 2 references of facilities where this technology has been implemented for at least 6 months.
- 3.10.5 Inbound, automated voicemail via the ITS. Offeror shall provide an overview of this technology specifying whether the technology accommodates outbound voicemails in addition to inbound.
 - 3.10.5.1 Describe all security features for voicemail messaging and how the voicemail services preserve the call controls configured in the ITS.
 - 3.10.5.2 Confirm the ITS is capable of recording and storing all messages.
 - 3.10.5.3 Detail all charges for voicemail messages and the method of revenue-share with County.
 - 3.10.5.4 Offeror must provide 2 references of facilities where this feature has been implemented for at least 6 months.
- 3.10.6 Internal automated voicemail messaging via the ITS (no cost to County). Offeror shall provide information on an internal messaging feature available to the inmates to file grievances, request medical/dental, file telephone complaints or receive broadcast messages from County (per inmate, group of inmates or facility).
 - 3.10.6.1 Confirm the ITS is capable of recording and storing all messages.
 - 3.10.6.2 Offeror must provide 2 references of facilities where this feature has been implemented for at least 6 months.

- 3.10.7 Automated Information Technology System (AITS) (no cost to County): Offeror shall describe its AITS feature which shall provide both inmates and external users with information relative to the facility or to a specific inmate.
 - 3.10.7.1 Offeror must provide 2 references of facilities where this feature has been implemented for at least 6 months where the JMS is operated by the customer. If Offeror is unable to provide self-administered references, Offer must outline a proposed process to accommodate self-administered JMS environments.
- 3.10.8 Touch screen payment kiosk (no cost to County): Offeror shall describe the kiosk services including, but not be limited to, deposits into an inmate trust, commissary, pre-paid collect or debit account.
 - 3.10.8.1 Detail all fees or surcharges applicable to end users utilizing such kiosks.
 - 3.10.8.2 Indicate method of revenue-share with County.
 - 3.10.8.3 Offeror must provide 2 references of facilities where this feature has been implemented for at least 6 months
- 3.10.9 Electronic messaging: Offeror shall provide an overview of this technology specifying whether the technology accommodates outbound electronic messages in addition to inbound.
 - 3.10.9.1 Describe security features of the electronic messaging feature.
 - 3.10.9.2 Describe any required interfaces.
 - 3.10.9.3 Detail the charge per electronic message and method of revenue-share with County.
 - 3.10.9.4 Offeror must provide 2 references of Facilities where this feature has been implemented for at least 6 months.
- 3.10.10 Cell phone detection (no cost to County): Offeror must provide an overview of both mobile and stationary cell phone detection technology
 - 3.10.10.1 Offeror must provide 2 references of facilities where this feature has been implemented for at least 6 months.
- 3.10.11 Mobile inmate education: Provide information on secure, correctional grade devices, such as tablets, for use by the inmates for the purposes of learning, including a learning management application education partners.
 - 3.10.11.1 Provide detailed description of the device(s) including the required infrastructure and security features that make the device(s) suitable for use in a correctional environment.
 - 3.10.11.2 Describe any additional, free applications and features and how any applications are added to the device.
 - 3.10.11.3 Detail the costs associated with the device(s), including any initial hardware costs, license costs, replacement costs and charging options.
 - 3.10.11.4 Offeror must provide 2 references of facilities where this feature has been implemented for at least 6 months.
- 3.10.12 Mail screening/scanning: Offeror must provide an overview of the technology specifying how the technology is capable of screening/scanning physical mail for illegal substances, unauthorized content, or any other contraband:
 - 3.10.12.1 Detail any fees or charges associated with this technology; and
 - 3.10.12.2 Offeror must provide 2 references of facilities where this technology has been implemented for at least 6 months.
- 3.10.13 Any additional Offeror technology or optional features: Provide a description of any additional technology that may be of interest to County (e.g. jail management system, RFID technology). Provide detailed information on each application, production and the functionalities of each as well as a complete description of the features proposed.

- 3.10.13.1 Detail any cost associated and/or commission with the additional technology or optional features offered/proposed.
- 3.10.13.2 Offeror must provide 2 references of facilities where the optional features have been implemented for at least 6 months.

C. Staffing

- 4 What on-going, organized professional training programs does your firm maintain for its staff? Please describe such programs.
- 5 Staffing Plan/Organizational Chart
 - a. Provide the names of employees, consultants, contractors, and subcontractors who will be involved in providing the requirements in this RFP and the Contract using the format of Table 1 (Offeror Personnel) below. Offeror may add additional rows to the table as necessary.

Table 1 - Offeror Personnel

Full Name	Employee/ Contractor OR Consultant	Title/Position	Contact Phone Number	Email Address

- b. Provide an organizational chart that reflects the title of key staff and management contact of each individual assigned to provide the services and complete listing of the names and titles of the key personnel assigned to the project.

The substitution or addition of other key individuals in any given category or classification providing contract services shall only be permitted upon prior written approval of the Deputy Purchasing Agent.

Offeror may reserve the right to involve other personnel as their services are required. The specific individuals will be assigned based on the need and timing of the service required; however, assignment of additional key personnel shall be subject to County’s written approval. Any proposed changes in Offer or personnel shall be submitted in writing by Offeror to County’s Project Manager.

- c. Offeror shall provide information regarding maintenance personnel (“technicians”) for the ITS using the format provided in Table 2 (Offeror Technicians) below.

Table 2 - Offeror Technicians

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

6 Resumes

Offeror shall provide the resumes of key personnel listed in the response to question 2a. above who will be assigned to this project. Resumes shall contain information relating to each person’s education and experience/assignments relative to Scope of Work set forth in this RFP. If key personnel hold licenses or certifications directly related to the services to be provided, copies of those documents shall be included.

Resumes must include sufficient information for judging the quality and competence of the personnel dedicated to the project. In its assessment of Offeror’s proposal, County shall place considerable emphasis on the commitment by Offeror to provide qualified personnel for the execution of the contractual services.

Please note that all information submitted in Offeror’s proposal may become subject to public disclosure.

D. Company Information

1. Attach current and valid copy (copies) of any license(s) to do business in California.
2. Indicate any type of certification/accreditation that your company may possess.
3. How many years has your company been in business under its present name?

Number of years doing business under related and/or prior business: _____

Give name(s) and date(s):

4. Provide the following information regarding contracts completed during the last five years:

<u>Year</u>	<u>Service Provided/ Location</u>	<u>Dollar Amount of Services Provided</u>	<u>Contracting Agency</u>
-------------	---------------------------------------	---	-------------------------------

5. Has your company failed or refused to complete a contract?

Yes: _____ No: _____

If yes, please explain:

6. Provide a list of contracts not renewed, lost or prematurely cancelled in the last five (5) years.

If applicable, include the reason for non-renewal and/or cancellation(s) of the contracts(s). A response indicating this information is confidential and/or proprietary will be considered an Exception.

7. Provide a list of clients/agencies who have notified you of unauthorized fees/charges, overbillings or revenue share owed within the last three (3) years and the status of resolution of those claims. A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.

8. Provide a list of clients/agencies who notified you, or that you notified, that there was a data breach or other unauthorized access to personal or non-public data, a malfunction in your hardware or software that prevented the accomplishment of the contracted services or intended functions, or human error by your employee(s) or agent(s) that prevented the accomplishment of the contracted services or intended functions. A response indicating this information is confidential and/or proprietary will be considered an Exception.

9. Please provide a synopsis of any and all inmate telephone RFP or contract related protests within the last three (3) years. Include location and outcome of the protest. A response indicating this information is confidential and/or proprietary will be considered an Exception.

10. Is your company, or are any of its principle officers, involved in litigation in connection with contracts for providing services similar to those being proposed?

Yes: _____ No: _____

If yes, please explain:

11. Does your company have any controlling interest in any other firms providing equivalent or similar services?

Yes: _____ No: _____

If yes, please provide information regarding other business interest.

12. Does your company have financial interest in other lines of business?

Yes: _____ No: _____

If yes, please provide information regarding other financial interest.

- 13. Provide the names of persons with whom your agency has been associated in business as partners or business associated within the last five (5) years.
- 14. Provide complete information regarding your existing and/or proposed local organizational structure within Orange County and, where applicable, outside of Orange County. **Include an Organizational Chart** showing administrative accountability and communications flows.
- 15. When the headquarters of an Offeror is located outside of Orange County, show the relationship between the existing or proposed Orange County organization and the main office.
- 16. Describe your plans for administrative staff use during the project.
- 17. Provide service experience information regarding the principal individuals of your company and years of service experience, including capacity, magnitude and type of work. County is primarily interested in those individuals who will be administering the project.
- 18. Provide your current annual report and your two (2) most recent Dun and Bradstreet or similar reports.

E. **Budget Narrative**

Describe/Explain budgeted items:

Personnel: Give job descriptions for all positions in your budget, using the format below, even if previously done. (Use extra sheets if necessary)

Title: _____ FTE: _____ Hourly Rate: \$ _____

Duties:

Minimum Qualifications:

Title: _____ FTE: _____ Hourly Rate: \$ _____

Duties:

Minimum Qualifications:

Provide a detailed breakdown of expenses in space provided below for each item.

Office Expenses:

Programs Expense:

Mileage:

Supplies/Other:

Equipment Lease/Rental:

Operating Expense/Other:

F. Proposal Rates, Fees and Revenue Share/Cost Recoupment

Offeror must complete Section L of Addendum A – Mandatory Inmate Communications Requirements, Section L (Rates, Fees and Revenue Share/Cost Recoupment), which will form the basis for Attachments B and C found in Section III, Model Contract, and submit herein.

G. County Supplied Items

Offeror must complete Attachment D found in Section III, Model Contract, and submit herein.

Offeror’s proposal must identify any requirements for County-furnished equipment, materials, facilities or any other County support that will be necessary to implement Offeror’s Proposal.

County reserves the right to accept or reject any and all requests/requirements for County provided resources. County does not reimburse parking expenses incurred by the Contractor.

H. References

Offeror shall provide a minimum of three (3) letters of reference. Each letter must include the name of the firm, description of services provided, date(s) of services and contract amount for projects similar to the services requested in the Attachment A, “Scope of Work”.

- a. References shall be for entities/facilities where Offeror provides the equipment and services comparable to the requirements in this RFP.
- b. References provided must be currently under contract with Offeror and have been operating under that contract for at least 6 months.

In addition to the letters, please provide requested information for each of the three (3) references using the format in Exhibit 1 (References). Offeror shall ensure updated references and accurate contact information is provided.

References may be contacted at any time during the RFP process.

I. **Financial Information**

- a. **Financial Statements:** Offeror shall submit a complete financial statement for the three (3) most recent fiscal years or other suitable proof of Offeror's financial status and stability. Financial statements shall be prepared in conformity with generally accepted accounting principles.
- b. **Bankruptcy Information:** If Offeror's company has had a controlling interest in a company in bankruptcy or that has ever been declared bankrupt, Offeror must attach a statement indicating the bankruptcy date, court jurisdiction, trustee's name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy.

Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror.

_____ No action pending _____ No prior action _____ Information
attached

SECTION III

MODEL CONTRACT

FOR

Inmate Communication Services

SECTION III: MODEL CONTRACT

Model Contract

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MODEL CONTRACT

This Agreement, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County,” and (Company Name), with a place of business at (Address), hereinafter referred to as “Contractor,” with County and Contractor sometimes referred to as “Party”, or collectively as “Parties.”

RECITALS

WHEREAS, Contractor responded to County’s Request for Proposal (“RFP”) for Inmate Communication Services and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, Contractor agrees to provide Inmate Communication Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Pricing Provisions, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Inmate Communication Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

[THE DEFINITIONS WILL BE FINALIZED BASED ON THE PROPOSAL RESPONSES RECEIVED IN PART 3, OFFEROR’S PROPOSAL]

Application: A computer program that is intended to be executed for the purpose of performing useful work for the user of the information being processed. Applications are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

Blocked Call Numbers: Phone numbers that are blocked from being able to be called on either a system-wide basis or a case-by-case basis, as verified by OCSD. These numbers are programmable into the ITS by the Contractor or OCSD. Contractor shall not delete, add or change any restricted number without approval of OCSD.

Contractor: The Contractor, subcontractors, agents, resellers, third parties and affiliates who are providing the services agreed to under the Contract.

Data: Any information, algorithms, or other content that the County, the County’s employees, agents and end users, review, receive, upload, create or modify using the Software and/or Hardware pursuant to this Contract, including but not limited to telephone call and visitation recordings and debit and commissary account information, whether originating, stored, or transmitted to or from local, state or federal sources, including databases, Software, or systems. Data also includes user identification information and metadata which may contain Data or from which the County’s Data may be ascertainable. Non-Public Data shall include information considered to be privileged or confidential in nature and not subject to public availability. Personal Data shall include personal information, as defined by Civil Code Section 1798.3.

Data Breach: Any access, destruction, loss, theft, use, modification or disclosure of Data by an authorized or unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.

Documentation or Documents: Manuals and other materials necessary or useful to the County in its use or maintenance of the Equipment, Hardware, Software, or services provided hereunder. Manuals and other materials customized for the County hereunder constitute Work Product, excluding Contractor's proprietary manuals and materials.

End-User Payment Options or Electronic Trust Account Deposit User Application: The process and system to be established by the Contractor so inmates may pay for Telephone and Tablet services through multiple funding methods. End-user payment options will include a process for payment with inmate funds, including transfer from their trust/commissary account, telephone funding (both live agent and automated), and online funding through Offeror's website and mobile application.

Equipment: The necessary items, physical resources and implements used in providing the telecommunication services contained in this Contract, including but not limited to Hardwar and Machines/Devices.

Hardware: Usually refers to equipment, machines, devices, parts, and other physical components of a computer, telephone, or other electronic systems, and is contrasted with Software.

Human Error: Any action or inaction on the part of a Contractor's employee, agent, subcontractor, reseller, third party or affiliate that prevents the accomplishment of the Software, Hardware, or System's intended functions and the services specified in the Scope of Work.

Incident: An event or occurrence that prevents the accomplishment of the Software, Hardware, or System's intended functions and the services specified in the Scope of Work, including security incidents, data breaches, technical failures, or human error.

Inmate Telephone System (ITS): The total system for providing calling services to inmates, which includes equipment, hardware, software, telephones.

Inmate Communication Services (Services): All of the services to be provided by the Contractor including the ITS, installation, connectivity, streaming ability, maintenance, support services, storage, security, training, and all other services and items included in the Contract.

Jail Management System (JMS) - The software management system in use at the correctional facilities. The current OCSD JMS is ATIMS.

Machine or Device: An individual unit of a System, which may be separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcodes, and special features installed thereon, and including any necessary Software.

Maintenance Services or Maintenance or Support: Assistance, repair, and/or modification of Software or Hardware after delivery to correct faults or errors, delete obsolete capabilities, and/or enhance or improve capabilities, performance or other attributes, as specified in the Scope of Work.

Payment Kiosks: Kiosks for the lobbies in OCSD Facilities that shall, at a minimum, have the capability to load funds to an inmate's debit and commissary accounts and receive court fines/fees from the public.

Private Call Numbers: Phone numbers that have been specifically approved and identified by Orange county Sheriff-Coroner Department or the Court and when called cannot be audibly monitored; typically these are phone numbers for attorneys and doctors.

Security Incident: The unauthorized access by third parties not under Contractor's control to Personal Data or Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Software: Usually refers to programs, routines, applications or other operating information used by a computer or electronic system, and is contrasted with Hardware.

Streaming Services: Movies, books, music, games and other activities and services provided through the intranet for a fee paid by the inmate.

System: The complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

Tablets: A mobile computer with a touchscreen display that is service enabled to make telephone calls and provide free and fee-based services including books, movies, music and games.

Technical Failure: A malfunction in the Contractor-supplied Hardware or Software that prevents the accomplishment of the services specified in the Scope of Work. A malfunction of the Hardware prevents the accomplishment of the Hardware's intended functions and services specified in the Scope of Work. A malfunction of the Software prevents the accomplishment of intended services even though the Hardware may be functioning properly. Technical failures include, but are not limited to, an improper or incomplete conversion or upgrade of the Hardware or Software.

Telephones: The telephones used by inmates for calls, including wall mounted, roll around and TTY phones.

Unbillable Number: A phone number that Contractor has determined cannot receive collect calls because the accounts of the owner of the phone number are not in good standing for failure to pay. The call recipient and inmate shall be provided the opportunity to complete the call by a prepaid format, including through the inmates Payment Platform account. If both the call recipient and inmate decline to continue the call in a prepaid format, the service provider may stop the call from continuing.

Users: The inmate placing the call and the recipient of the call.

Video Visitation Solution (VVS): The system for providing either on-site or remote video visitation services to inmates, which includes equipment, hardware, software.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance: Unless otherwise agreed to in writing by County, acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County.
- G. Warranty: Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance

of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any

subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability Including Sexual Misconduct	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made

Technology Errors & Omissions

\$1,000,000 per claims-made

\$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insured's, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insured's for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Intentionally left blank.
- V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

BB. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

CC. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

DD. Revenue Contract: This is a revenue contract. The County shall not be responsible for any payments to Contractor for the good/services provided to the County hereunder. Contractor payments to the County shall be made in accordance with Attachment C "Revenue Sharing and Cost Recoupment." Payments made to the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Additional Terms and Conditions:

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which the County will procure and receive services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A."

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for seven (7) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate the Contract immediately, pursuant to Section K herein;
 - b. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. Conflict of Interest – Contractor’s Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
8. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose.
9. Contractor’s Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager and key personnel shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor’s Project Manager.

The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish

the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
11. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
12. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
13. Conditions Affecting Work: The contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the contractor to do so will not relieve contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the County are expressly stated in the contract.
14. Data – Title To and Use: All materials, documents, data or information obtained from the County data files or any County medium furnished to or accessible by the Contractor in the performance of this contract ("County Data") will at all times remain the property of the County. County Data also includes user identification information and metadata which may contain County Data or from which County Data may be ascertainable. Contractor acknowledges and agrees that, as between the Parties, County owns all right, title, and interest in all County Data.
 - a. County Data may not be used or copied for direct or indirect use by Contractor, except as required in connection with performance of Contractor's duties under this Contract or as specifically directed by County in writing. Contractor shall not access County user accounts or County Data, except: (1) in the course of the provision of services/operations of the Mobile Fingerprint ID Solution systems, (2) in response to service or technical issues, (3) as required by the express terms of this Contract, (4) as required by law. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party unless the County gives prior express written consent and Contractor binds such third party to confidentiality and non-disclosure terms that are at least as protective of Contractor's and County's interests as the terms stated herein.
 - b. Unauthorized use of County Data by Contractor, its officers, directors, employees, or agents, or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" includes, but is not limited to: (1) using for any purpose other than as required under this Contract in connection with providing the services hereunder; (2) disclosing, selling, assigning, leasing, or otherwise providing to third parties; (3) modifying or merging it with other Data; (4) Data

mining or processing of Data for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized; (5) using the Data in any way after completion or termination of this contract without the express written consent of the County; or (6) doing (or refraining from doing) any other thing that may in any manner adversely affect the integrity, security, or confidentiality of such County Data, other than as specified herein or as directed by County in writing.

- c. All County Data, including copies, must be promptly returned or delivered to County upon County's written request or upon expiration or termination of this Contract, pursuant to Paragraph 24 of Additional Terms and Conditions ("Termination—Orderly"). Contractor shall provide a notarized written statement to County certifying that all County Data has been returned or delivered to County, and that no County Data has been retained by Contractor, unless permitted by law.

15. **Recprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County of Orange may procure the services from other sources. If the cost for those services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

16. **Disputes – Contract:**

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

17. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
18. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

19. **Contractor Personnel – Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

- i. Will receive a copy of the company's drug-free policy statement; and
- ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
- b. The Contractor violates the certification by failing to carry out the requirements as noted above.

20. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations. (See Exhibit D.)

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Payroll_Taxes/FAQ-California_Independent_Contractor_Reporting.htm

21. **News/Information Release:** The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
22. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Company Name
 Attention:
 Address:

For County: County of Orange
 Sheriff-Coroner Department/Purchasing Unit

320 N. Flower St
Santa Ana, CA 92703
Attention: Lorena Quirarte, Supervising PCS
Email: lquirarte@ocsd.org

County of Orange
Sheriff-Coroner Department/Inmate Services Division
1530 S. State College Blvd
Anaheim, CA 92806
Attn: Buffy O'Neil
Email: boneil@ocsd.org

23. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
24. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
25. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
26. Gratuities: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract
27. County Cooperative Contract: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected

with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

28. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.
29. Security Requirements:
 - A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
 1. Perform background checks as to past employment history.
 2. Inquire as to past criminal felony convictions.
 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
 4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.
 - B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:
 1. Inability or unwillingness to perform in a competent manner.
 2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 4. Usage of illegal controlled substances as defined by federal law.
 - C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
 - D. Nothing herein shall render any employee of Contractor an employee of County.
 - E. The Contractor's Personnel Requirements – All employees must pass the County's background check and meet all requirements as set forth below:
 1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.

2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
 3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
 4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
 5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
 6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
 7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.
- E. General Security Requirement-At Worksite:
1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
 2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while preforming work under this contract. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
 3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.

4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. Potential Delays/Interruptions:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

30. **Liquidated Damages:** It is agreed by and between Contractor and the County that if this Contract is not correctly and completely performed on time and within the terms of the Contract, substantial injury and damages will be sustained by the County. Said injury and damages include any additional costs resulting from a delay in scheduled time frames by Contractor or inability of the goods and/or services to function properly and/or in accordance with the requirements contained in this Contract. Since it is and will be impractical and extremely difficult to quantify with certainty the actual injury and damages that the County will sustain by reason of Contractor's failure to meet a requirement correctly and on time, it is therefore agreed that Contractor will pay to the County liquidated damages set forth herein for each and every day of delay or failure. Any liquidated damages will be invoiced by County to Contractor. Payments for the invoiced amount(s) shall be due within thirty (30) days of Contractor's receipt of the invoice.

In the event the liquidated damages as set forth herein are not paid by Contractor, the County will deduct the amount of liquidated damages from any monies due Contractor under this contract.

This provision may be invoked at the sole option of the County by notification to the Contractor by certified return receipt mail.

If this Contract is not correctly and completely performed within the times set forth herein, the County shall have the right to increase the time for such performance and to waive the liquidated damages. Nothing herein shall be construed as giving Contractor a right to extra time for performance.

LIQUIDATED DAMAGES	
Description	Amount
ITS Any changes to the monthly collect call threshold; all changes must be approved by County prior to implementation.	\$350.00 per day from the day the unauthorized change was implemented through the date Contractor discontinues the unapproved fees and/or charges.
ITS Instances where Contractor does not follow County's direction for the configuration of private telephone numbers on an individual or bulk basis or timely response and reporting to County associated with private number requests.	\$1,000.00 per occurrence
Tablets Any unauthorized applications, website accesses, or related breach of security whereby inmates are able to access unapproved networks, materials and/or content.	\$1,000 per occurrence
All Inmate Communication Services Any charges/fees added to the called party's bill or account or inmate without the express written consent of County.	\$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.

<p>All Inmate Communication Services Unauthorized free calls, video visitation sessions or Tablet transactions completed by Contractor, including allowing access to unauthorized wireless networks.</p>	<p>\$2.00 per completed, unauthorized free call.</p>
<p>All Inmate Communication Services Remote access to the ITS, VVS or Tablet user application not provided at the time of initial implementation.</p>	<p>\$500.00 per month for each user application not provided by the due date specified.</p>
<p>All Inmate Communication Services Revenue share payments, ITS traffic detail reports, billing files, CDRs, VVS detail reports, Tablet transaction reports and/or all other reports not containing the required fields, received by the County after the date specified in Addendum A, Section D (General Conditions). If the revenue share payment is late, reporting is late, and/or reports do not contain all required fields, late charges/interest for all three shall apply. Revenue share payment discrepancies must be resolved by Contractor and to County's reasonable satisfaction within thirty (30) days of receipt of notification of a discrepancy from the County and/or its Authorized Representative, or such discrepancy is subject to late charges as described and/or termination of this Contract at the sole discretion of the County and/or any legal course of action the County elects to pursue.</p>	<p>5% per month of the revenue share amount due for any revenue payment not received by the due date.</p> <p>\$750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in Addendum A, Section D (General Conditions).</p> <p>\$100.00 per day for any daily CDR reports not submitted by Contractor or for each day where the CDR report does not contain all of the fields and information identified in Addendum A, Section D (General Conditions).</p>
<p>All Inmate Communication Services Any changes to the rates without the express written approval of County. Contractor must issue refunds to all overcharged end-users or inmates within five (5) business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.</p>	<p>\$2.00 per completed call, video visitation session or Tablet transaction which was rated/charged using the unauthorized rates(s).</p>
<p>All Inmate Communication Services Any bill types, transactions, or applications implemented or removed regarding the processing and/or completion of inmate telephone calls without the express written consent of County.</p>	<p>\$500.00 per day for each day the bill type, transaction, or applications is implemented or removed.</p>
<p>All Inmate Communication Services Due to Contractor's action(s), if any installation, initial or additionally requested inmate communications equipment is not completed within the timeframe allowed in the agreed-upon implementation plan.</p>	<p>\$500.00 per day for each day after the agreed-upon date until the installation is complete.</p>

<p>All Inmate Communication Services Contractor shall be responsible for resolving any reported repairs or replacements within [TBD] following the date of notification of a service request or inmate communication service failure (“Cure Period”). Should Offeror fail to resolve the reported repair or replacement within the specified Cure Period, Contractor may be liable for liquidated damages.</p>	<p>\$500.00 for each day after the Cure Period and for each reported repair or replacement that the Offeror fails to resolve, until each reported repair or replacement is resolved by Offeror.</p>
<p>All Inmate Communication Services When County suffers one or more lost, unrecoverable or un-useable recording(s). County agrees to notify Contractor of such instances and provide up to seven (7) days per instance for Contractor to produce the call recordings.</p>	<p>\$1,000.00 per occurrence.</p>
<p>All Inmate Communication Services Contractor shall adhere to County’s performance process when upgrading each inmate communications service, software, equipment, or performing any changes to the inmate communications which affect the scope under this Contract. Any deviation from the process may result in liquidated damages incurred by Contractor.</p>	<p>\$500.00 per occurrence.</p>

31. Licenses and Adherence to Laws: Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.
32. Subcontractors: Any subcontractor selected for work associated with this contract shall be licensed in the State of California in his/her/its particular field. The Contractor is prohibited from entering into a contract with any subcontractor if the subcontractor is ineligible to bid, work or be awarded a contract pursuant to California Labor Code Sections 1777.1 or 1777.7. By an appropriate agreement, written where legally required for validity, Contractor shall require each subcontractor, to the extent of the work to be performed by subcontractor, to be bound to the Contractor in terms of the Contract, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract, assumes toward the County. Contractor shall be fully responsible to County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as it is for the acts and omissions of itself and of persons directly or indirectly employed by it and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's work to the extent of such subcontractor's interest therein.
33. Bonds: Contractor shall furnish, at time of signing the Contract, one (1) surety bond which shall protect the laborers and materialmen and shall be for one hundred percent (100%) of the value of the Contract, and one (1) surety bond in the amount of one hundred percent (100%) of the value of the Contract, guaranteeing the faithful performance of the Contract; said bonds to be first approved by the office of

the County Counsel and the CEO Risk Manager of Orange County. Such bonds shall be in the form provided in the Contract (Attachment H) and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California) acceptable to the County. (E.g., if bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds).

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by County, Contractor shall promptly furnish such additional security as may be required by the County to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

34. Labor Code Requirements: Contractor and all subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of the Contract. Contractor and all subcontractors must comply with the requirements of labor code section 1771.1(a), pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

Contractor and any subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 *et seq.*, and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages in this locality as determined by the Director of Industrial Relations. County has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Contract from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at County's principal office. Copies may also be obtained from the State Office, Department of Industrial Relations or from the Department of Industrial Relations website: <http://www.dir.ca.gov>. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contractor.

If the Contract is federally funded, Contractor and any subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Contractor and any subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any subcontractor(s) shall be subject to a penalty in an amount up to \$200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by the Contractor or subcontractor(s) under the Contractor.

Contractor shall comply with the provisions of Labor Code Sections 1775 (penalties for prevailing wage violations) and 1813 (forfeiture for overtime violations). Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5 or does not meet the requirements of that section, this Contract is governed by the provisions of Section 1777.5 and Contractor shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein. Contractor shall forfeit to COUNTY \$25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by Contractor or by any subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section

1815. Contractor and any subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provides in part:

- A. Contractor and any subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor(s) in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- B. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- C. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- D. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any subcontractor fails to comply within the 10-day period, he, she or it shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section. In the performance of the terms of this Contract and pursuant to Labor Code Section 1735, Contractor agrees that he/she/it will not engage in nor permit such subcontractors as he/she/it may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified physically disabled individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

35. State Funds- Audits: When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange, or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involves expenditures of Public funds aggregating in excess of Ten Thousand Dollars (\$10,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract.

The Contractor shall maintain records for all costs connected with the performance of this Contract including, but not limited to, the costs of administering the Contract, materials, labor, equipment, rentals, permits, insurance, bonds, etc., for audit or inspection by County, State, or any other appropriate governmental agency during the three (3) year period.

36. Contractor Responsibility: Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general, specific and local conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve him/her/it from responsibility for successfully performing the work without additional expense to County. County assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract.

Contractor shall carefully study and compare all drawings, specifications, and other instructions to identify any errors, inconsistencies, omissions, ambiguities, interference, etc., and shall, at once, report to the County any and all errors, inconsistencies, omissions, ambiguities, interference, etc., in a timely manner, before it is a problem. Contractor is responsible for all such problems which are known or should have discovered by a reasonably diligent review, and performance which are known or should have known is inconsistent with the general design concept or with industry standards.

37. County of Orange Local Small Business Preference Requirements: Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.

38. Data Protection: Protection of personal privacy and Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of County Data at any time. Contractor shall safeguard the confidentiality, integrity, security, and availability of County Data. To this end, Contractor shall comply with the following conditions:

- a. In addition to any other rights and obligations set forth in the Contract in Paragraph S (“Confidentiality”) and Paragraph T (“Compliance with Laws”) of the General Terms and Conditions, and in the Scope of Work, the Contractor shall comply as required with:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq).
 - ii. NIST Special Publication 800-53 Revision 4 or its successor.
 - iii. Privacy provisions of the Federal Privacy Act of 1974.
- b. Contractor must keep and maintain Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss, and Contractor may not otherwise use, disclose, modify, merge with other Data, commercially exploit, make available or make any other use of County Data or take, or refrain from taking, any other action that might, in any manner or form, adversely affect or jeopardize the integrity, security, or confidentiality of County Data, except as expressly permitted herein or as expressly directed by County in writing.
- c. Excluding uses related to Contractor’s performance herein, at no time shall any Personal Data and Non-Public Data or processes which either belong to or are intended for the use of County or its officers, agents or employees be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction without the express written consent of the County except as permitted in Paragraph 14 (“Data – Title To and Use”).

39. Security Incident, Data Breach, Technical Failure, Human Error:

- a. Notwithstanding any other obligations Contractor may have under applicable law, Contractor agrees to notify the County within the earlier of either forty-eight (48) hours after discovery

or reasonable belief of any security incident, data breach, technical failure, or human error (collectively "Incident(s)"), or two (2) hours after Contractor's validation of an actual or suspected Incident(s). Notification must be given in the most expedient time possible and without unreasonable delay. Verbal notification may be followed by a written report. Contractor's notification shall identify:

- i. The nature of the Incident(s);
 - ii. Any Data accessed, used, lost, modified, or disclosed;
 - iii. Any other impact the Incident(s) may or will have on County or individuals;
 - iv. The person(s) who accessed, used, lost, modified, or disclosed and/or received Data (if known);
 - v. What Contractor has done or will do to quarantine and mitigate the Incident(s), provided, however, that if the resolution path is unknown at the time notice is provided, Contractor shall promptly advise County that the resolution path is unknown and Contractor shall immediately work to determine the resolution path;
 - vi. Expected resolution time, if known at the time of notice; and
 - vii. What corrective action Contractor has taken or will take to prevent future Incident(s).
- b. Contractor will provide daily updates, or more frequently if required by the County, regarding findings and actions performed by Contractor until the Incident(s) has been effectively resolved to the County's satisfaction.
 - c. Contractor shall quarantine the Incident(s), ensure secure access to Data, and repair the system as needed.
 - d. If the Contractor causes or knowingly experiences a breach of the security of the Data containing personal information, as defined by Civil Code Section 1798.3, Contractor shall immediately report any breach of security of such system to the County's Project Manager and County Counsel following discovery or notification of the breach in the security of such Data. The County shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the County or any person or entity under the control of the County, Contractor shall bear any and all costs associated with the County's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
 - e. Contractor shall conduct an investigation of the Incident(s) and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.
 - f. After any significant Data loss or as a result of any disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data or services, Contractor shall notify County by fastest means available and in writing, within the earlier of either twenty-four (24) hours after Contractor reasonably believes there has been such a Data loss, Data Breach, disaster, or catastrophic failure, or two (2) hours after Contractor's validation of an actual or suspected disaster or catastrophic failure. Contractor shall conduct an investigation of the disaster or catastrophic failure and shall inform County of its preliminary assessment of the scale and quantity of County Data loss, Contractor's intended actions to recover County Data from backups and mitigate any deleterious effect of County Data and Services loss, and corrective action Contractor will take to prevent future loss. Contractor will, at its expense, have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide

the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract. Contractor shall cooperate fully with County, its agents and law enforcement related to this failure.

40. Incident Resources: In addition to the other obligations that Contractor may have under the Contract, including Contractor's responsibilities for certain costs in connection with Incidents as provided in Paragraph 41 of Additional Terms and Conditions ("Incident Costs"), Contractor shall, consistent with County's reasonable instructions, if any, which will be based on County's assessment of each Security Incident and that any harm that County reasonably anticipates may result therefrom:
- a. Assist in the identification of affected Persons and relevant jurisdictions;
 - b. Allocate resources and training to manage inquiries;
 - c. Provide affected Persons with such assistance (e.g., as to the availability and use of credit monitoring, etc.) as County deems reasonable under the circumstances;
 - d. Promptly assist County with the delivery of electronic, hard copy, and telephone notifications to affected individuals, as provided to Supplier by County; and,
 - e. Undertake a procedural review and audit to determine any appropriate corrective measures to avoid the recurrence of a similar situation, and promptly report to County all correction actions taken.
 - f. Supplier shall not make any announcement or publish or otherwise authorize any broadcast of any notice or information about an Incident without the prior written consent of and prior written Approval by the County of the content, media and timing of any such announcement, publication, or broadcast.
41. Incident Costs: If an Incident results from Contractor's acts or omissions and County determines notice of the Incident is required to be provided to affected persons, Contractor shall provide the notification assistance described in Paragraph 40 of Additional Terms and Conditions ("Incident Resources") at no cost to County, including actions necessary to provide notices as required by law. Contractor will bear all reasonable costs and expenses for mitigation actions incurred as a result of such Incident primarily caused directly or indirectly by Contractor, including the mitigation costs incurred in connection with opening and closing accounts, printing new checks, embossing new cards, providing notice, printing and mailing notices, answering inquiries by affected individuals, and obtaining credit monitoring services and identity theft insurance for no longer than a one (1) year period or such timeframe as may be required by applicable Law for those individuals who have been affected by such Incident. In the event there are damages and/or expenses, including attorney's fees, which Contractor is obligated to pay and pays under this section, and it is finally determined that liability for such damages and/or expenses, including attorney's fees, is attributable to acts or omissions by the County, County shall reimburse Contractor for such damages and/or expenses, including attorney's fees, paid by Contractor in proportion to the percentage of liability for such damages and/or expenses, including attorney's fees, finally determined to be attributed to the County.
42. Security Processes: The Contractor shall disclose its non-proprietary security processes and technical limitations to the County such that adequate protection and flexibility can be attained between the County and the Contractor. The County and the Contractor shall share responsibilities, as set forth in Attachment [TBD].
43. Security Failures: County has the right to immediately terminate this Contract with cause pursuant to Paragraph K ("Termination") of General Terms and Conditions if County in its sole discretion determines there is a Security Failure. A Security Failure means Contractor or its subcontractors, or the employees or agents of the foregoing, does not meet the security requirements of this Contract, including any backup, disaster recovery, or other policies, practices, or procedures related to security of County Data and County Resources. The remedy provided in this paragraph is not exclusive and is in addition to any other rights and remedies provided by law or under this Contract.

44. Inspection, Acceptance, Testing and Reporting:
- a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the County covering goods and/or services under this Contract and will tender to the County only those goods and/or services that have been inspected and found to confirm to this Contract's requirements. The Contractor will keep records evidencing inspections and their result and will make these records available to the County during Contract performance and for three (3) years after final payment. The Contractor shall permit the County to review procedures, practices, processes and related documents to determine the acceptability of the Contractor's quality assurance system or other similar business practices related to performance of the Contract.
 - b. Monthly Inspections/Testing: The Contractor shall be required to schedule and conduct monthly quality assurance inspections and/or testing to ensure that: (a) the recorded messages played during telephone calls are functioning properly and are heard by both the inmate and the call recipient; (b) the list of private phone numbers is up-to-date and such calls are not being monitored or recorded; and (c) the PIN features are working properly.
 - c. Monthly Reporting: A description of the actions taken by Contractor during the monthly inspection and/or testing, as well as the results thereof, shall be documented in a written and/or verbal report to the County Project Manager, as may be requested by the County, no later than the 10th day of each month.
 - d. All goods and/or services may be subject to inspection and test by the County or its authorized representatives. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection. Final inspection, test and acceptance by the County may be made at destination, notwithstanding any payment or inspection at the source. County may rely on Contractor's existing quality assurance system as a substitute for County inspection and testing.
45. Compatibility of Resources: All Services, software, assets, hardware, equipment, and other resources and materials provided by Contractor to County, otherwise utilized by Contractor, or approved by Contractor for utilization by County, in connection with this Contract, (collectively, the "Contractor Resources") must be successfully and fully integrated and interfaced by Contractor and must be compatible with all applicable County software, hardware, systems, items, and other resources owned by or leased or licensed to County or that are provided to County by third party contractors (collectively, the "County Resources"). To the extent any interfaces need to be developed or modified in order for the Contractor Resources to integrate fully and successfully and be compatible with the County Resources, Contractor is responsible for the development or modification of such interfaces and for such integration, and all such activities are deemed to be Services within the scope of this Contract.
46. Documentation:
- a. The Contractor agrees to provide to the County, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the County in its use of the goods and/or services provided hereunder. At no additional charge to County, Contractor shall provide County with electronic copies of Documentation developed for County pursuant to this Contract (or otherwise required to be provided to County under this Contract and which Contractor is authorized to provide) in an editable format, as requested by County, to enable County to fully utilize, as permitted under this Contract, the goods and/or services. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
 - b. The Contractor agrees that the County may reproduce Documentation for its own use in maintaining the goods. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the County may have hired to maintain the goods to

use the above noted Documentation. The County agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

47. **Corrective Action:** In the event any goods and/or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to immediately advise the County of the failure and correct the goods or performance of services without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor in the provision of similar goods or services in other jurisdictions, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.
48. **Notice Regarding Other Jurisdictions:** Contractor shall promptly notify the County Project Manager and County Counsel upon discovery or reasonable belief of the following: (a) Incident(s) known or reasonably known to have occurred in the provision of similar inmate/prisoner telecommunication services in another jurisdiction; (b) any claim or action against, or any loss by, Contractor that involves or may reasonably be expected to involve similar inmate/prisoner communication services; (c) the initiation of any government investigation that may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws.

Notice to County Counsel shall be provided to:

Leon Page
Orange County Counsel
333 W. Santa Ana Blvd., Ste. 407
P.O. Box 1379
Santa Ana, CA 92702

49. **Legal Requests and Appearances**
- a. **Responding to Legal Requests:** Contractor shall promptly notify the County upon receipt of any legal requests, including but not limited to subpoenas, court or administrative agency orders, service of process, or requests by any person or entity (other than Contractor's employees), which in any way might reasonably require access to the County's Data. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within twenty-four (24) hours after Contractor receives the request. Thereafter, Contractor shall comply with such legal requests only to the extent required by applicable law. In responding to legal requests, Contractor shall take measures to protect Personal Data or Non-Public Data, the disclosure of which would violate Contract terms, court orders, and/or applicable state or federal law. Such protective measures may include, but are not limited to, seeking protective orders or filing the Data under seal. Contractor shall not respond to legal requests directed to the County unless authorized in writing to do so by the County.
- b. **Personal Appearances:** Upon request by the County, Contractor shall make appropriate employees or agents available to appear in court, submit to examination under oath, and cooperate in the investigation or settlement of a claim. This applies in criminal, civil or administrative legal proceedings in response to requests or demands for testimony or records concerning information acquired in the course of an employee or agent performing official duties or because of the employee's or agent's official status regardless of whether the person would otherwise be subject to service of a subpoena or other legal process in the State of California.

-Signature Page to Follow-

MODEL CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract# (TBD) for Inmate Communication Services on the dates shown opposite their respective signatures below

Contractor*:

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*:

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

ATTACHMENT A SCOPE OF WORK

[THE SCOPE OF WORK WILL CHANGE AND INCLUDE DETAILS BASED ON THE PROPOSAL RESPONSES RECEIVED IN RFP SECTION II, PROPOSAL RESPONSE REQUIREMENTS/MINIMUM QUALIFICATIONS, PART 3, OFFEROR'S PROPOSAL, INCLUDING SECTIONS D THROUGH K OF ADDENDUM A – MANDATORY INMATE COMMUNICATIONS REQUIREMENTS, AS WELL AS IN RESPONSE TO THE CLARIFICATION REQUESTED BELOW]

Contractor shall provide comprehensive Inmate Communication Services that will include state of the art technology and will adhere to all industry standards, best practices, and applicable laws. Contractor shall provide, install and maintain various inmate communication solutions inclusive of an inmate and visitation telephone system (ITS), video visitation solution (VVS), correctional-grade tablets (Tablets) and payment kiosks. ITS services will be provided for OCSD and Probation; VVS, Tablets and payment kiosks will be provided for OCSD only.

One of the key objectives is to enable inmates to communicate with family, friends and others in the community while also controlling inmate usage and limiting the use of the ITS, VVS, and Tablets for illicit activity. A necessary part of the service is to ensure the safety and security of staff, inmates, and the public through the use of current technology.

Contractor shall provide the services in County facilities at no cost to OCSD, Probation or the County. All cost for services shall be the responsibility of the Contractor, including but not limited to, equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implementation services necessary to furnish the County with state of the art technology and equipment to meet the specification herein.

Requirements for said services are specified herein and/or are Attached as [TBD]. [SECTIONS D THROUGH K OF ADDENDUM A – MANDATORY INMATE COMMUNICATIONS REQUIREMENTS contain the requirements, which will be incorporated into the Scope of Work].

The service and response times below are those in which the Contractor can reasonably commit to conducting and completing any and all repair needs to ensure as little interruption of service as possible. Failure to adhere to these service and response times may result in Liquidated Damages as outlined in the Contract, Additional Terms and Conditions, #30 Liquidated Damages. [INSERT CONTRACTOR'S CHART OF PROPOSED SERVICE/RESPONSE TIMES FROM PART 3, OFFEROR'S PROPOSAL.]

**ATTACHMENT B
RATES AND FEES**

[THE RATES AND FEES WILL INCLUDE THE ACCEPTED CALLING RATES AND FEES FROM THE PROPOSAL RESPONSE RECEIVED IN RFP SECTION II, PROPOSAL RESPONSE REQUIREMENTS/MINIMUM QUALIFICATIONS, PART 3, OFFEROR’S PROPOSAL, SECTION L OF ADDENDUM A – MANDATORY INMATE COMMUNICATIONS REQUIREMENTS]

ITS REQUIRED CALLING RATES AND FEES		
Category	Per Minute Rate	Maximum Cost of Call (30 Minutes)
Local		
Collect/Direct Bill	\$	\$
Pre-Paid Collect	\$	\$
Pre-Paid Card/Debit	\$	\$
Intralata/Intrastate		
Collect/Direct Bill	\$	\$
Pre-Paid Collect	\$	\$
Pre-Paid Card/Debit	\$	\$
Interlata/Intrastate		
Collect/Direct Bill	\$	\$
Pre-Paid Collect	\$	\$
Pre-Paid Card/Debit	\$	\$
Interlata/Interstate and Domestic Int'l		
Collect/Direct Bill	\$	\$
Pre-Paid Collect	\$	\$
Pre-Paid Card/Debit	\$	\$
International		
Collect/Direct Bill	\$	\$
Pre-Paid Collect	\$	\$
Pre-Paid Card/Debit	\$	\$

REQUIRED VVS RATES AND FEES		
Category	Per Minute Rate	Avg Cost/Visit 30 Minutes
30-Minute Remote Video Visitation Session (After 90 day Trial Period):	\$	\$
All Other Fees:	Not Allowed	

REQUIRED TABLET RATES AND FEES		
Category	Fee Name	Fee Amount
Educational Content	N/A	\$ -
Religious Content	N/A	\$ -
Inmate Grievances/Requests	N/A	\$ -
Law Library	N/A	\$ -
Commissary Ordering	N/A	\$ -
Electronic Messages	Per-Message Fee	
Video Messages	Per-Message Fee	
Entertainment Media – Games	Per-Minute Fee	
Entertainment Media – Movies	Per-Minute Fee	
Entertainment Media – Music	Per-Minute Fee	
Entertainment Media - Streaming	Per-Minute Fee	

Any additional fees to be charged to inmates or visitors must be approved by County prior to implementation. County and Contractor shall mutually agree on the method of revenue share due to County associated with the additional charges/fees. Unapproved fees and/or charges are subject to liquidated damages as specified in the Contract, Additional Terms and Conditions, #30 Liquidated Damages.

ATTACHMENT C
REVENUE SHARING AND COST RECOUPMENT

(Complete and submit as instructed in Part 3 of Section II – Proposal Response Requirements)

[THE REVENUE SHARING AND COST RECOUPMENT WILL INCLUDE DETAILS BASED ON THE PROPOSAL RESPONSES RECEIVED IN RFP SECTION II, PROPOSAL RESPONSE REQUIREMENTS/MINIMUM QUALIFICATIONS, PART 3, OFFEROR’S PROPOSAL, INCLUDING SECTIONS E AND L OF ADDENDUM A – MANDATORY INMATE COMMUNICATIONS REQUIREMENTS]

This is a Revenue Sharing Contract between the County and the Contractor for service provided in Attachment A, Scope of Work. Contractor shall pay revenue to the County as follows:

Contractor shall pay, on a monthly basis, the greater of a Minimum Monthly Guarantee (“MMG”) and a revenue share calculated on Gross Revenue, by the 15th of the month immediately following the month in which the revenue was earned. If Contractor determines no additional revenue is owed for any given month, Contractor shall certify this to the County by the 10th calendar day of the month immediately following the month to which the certification relates, and no additional revenue will be due for the preceding month.

Contractor shall pay the County \$[TBD] per month as an administrative payment to recover County’s internal and external costs associated with management of inmate communications, which is due and payable on the 15th of each month concurrently with the monthly revenue.

Category	Amount	Frequency
Revenue Share (%)		
Monthly Administrative Payment	\$50,000.00	Monthly
ITS Monthly Minimum Guarantee		

Revenue, administrative payments, and the certification described above shall be sent by Contractor to the County at the following address:

County of Orange
 Sheriff-Coroner/Financial Services Division
 320 N Flower St., Suite 108
 Santa Ana, CA 92703
 Attn: Cindy Vuong
 Ph: 714.834.6787

ATTACHMENT D
COUNTY SUPPLIED ITEMS AND ASSISTANCE

[THE COUNTY SUPPLIED ITEMS MAY EXPAND AND INCLUDE DETAILS BASED ON THE PROPOSAL RESPONSES RECEIVED IN PART 3, OFFEROR'S PROPOSAL, IF AGREED UPON BY THE COUNTY]

1. At County's sole discretion, County will furnish Contractor the following:
 - a. County will mail copies of the applicant's complete background packet.
2. County may also consider other needs requested in the Contractor's proposal.
3. Contractor does not require any County furnished equipment, materials or facilities other than the aforementioned applicant background packets.

ATTACHMENT E
IMPLEMENTATION, INSTALLATION AND ACCEPTANCE TESTING PLAN

[THE IMPLEMENTATION, INSTALLATION AND ACCEPTANCE TESTING PLAN WILL INCLUDE DETAILS BASED ON THE PROPOSAL RESPONSES RECEIVED IN RFP SECTION II, PROPOSAL RESPONSE REQUIREMENTS/MINIMUM QUALIFICATIONS, PART 3, OFFEROR'S PROPOSAL, INCLUDING SECTION G OF ADDENDUM A – MANDATORY INMATE COMMUNICATIONS REQUIREMENTS]

ATTACHMENT F

TRAINING PLAN

[THE TRAINING PLAN WILL INCLUDE DETAILS BASED ON THE PROPOSAL RESPONSES RECEIVED IN RFP SECTION II, PROPOSAL RESPONSE REQUIREMENTS/MINIMUM QUALIFICATIONS, PART 3, OFFEROR'S PROPOSAL, INCLUDING SECTION G OF ADDENDUM A – MANDATORY INMATE COMMUNICATIONS REQUIREMENTS]

ATTACHMENT G

TOOL CONTROL POLICY

Orange County Sheriff's Department Tool Control Policy

Tool Control Guidelines for Contractors Working in Correctional Facilities

The Orange County Sheriff's Department has implemented a Tool Control Program at all jail facilities. The purpose of the program is to increase the safety at the facilities by keeping dangerous tools out of the hands of inmates. All contractors entering one of these facilities will be required to comply with the program requirements. The security staff at these facilities will make every effort to minimize any inconvenience caused by this program. We are providing you these guidelines so you can prepare the necessary documentation in advance to minimize any delay entering the facility.

All contractors performing work inside the security area of the facilities will be required to have their tools inventoried upon entry to, and exit from the facility.

Instructions for persons entering the facility:

- Complete the attached inventory form listing all of the tools you will need to take inside (preferably prior to arrival at the facility). Limiting the number of tools needed, will speed your entry and departure.
- Present the written inventory at the entrance to the facility at which you are working.
- A member of the security staff will compare the tools you are taking into the facility to your written inventory and return the form to you after signing it.
- A member of the security staff will repeat the inventory on your way out of the building to make sure you have not left any tools at the job site.
- The security staff will retain the original inventory, but will make you a copy if you need one.
- Contractors performing regular work at these facilities should prepare advance inventories for each toolbox with a few blank lines at the bottom and store the inventories on a computer. When you need to come to a facility, you can print the appropriate pages to take with you and handwrite any additional special tools at the bottom.
- If needed, you will be allowed entry to the facility to look at the work to be done prior to determining what tools you will need to minimize the number of tools subject to the inventory requirement.

Instructions for vehicles entering the facility:

- All vehicles entering the secured parking area of any correctional facility operated by the Orange County Sheriff's Department will be subject to search and will be logged in and out at the gate.
- Vehicles entering the Intake Release Center or Theo Lacy Facility will not need to have the tools inventoried. You will only need to inventory the tools to be carried inside the facility.
- Vehicles entering the James A. Musick Facility will need to be inventoried prior to entering and exiting the facility.

Contact Information if you have questions about this policy or need more information:

James A. Musick Facility • (949) 855-7777

Intake Release Center • (714) 647-6120

Theo Lacy Facility • (714) 935-6216
JOB TOOL INVENTORY LIST

Date:

Name:

WO#

*Security staff must initial and write down their badge number for both the in and out inventory.

Tool / Id #	In	Out
1)	<input type="checkbox"/>	<input type="checkbox"/>
2)	<input type="checkbox"/>	<input type="checkbox"/>
3)	<input type="checkbox"/>	<input type="checkbox"/>
4)	<input type="checkbox"/>	<input type="checkbox"/>
5)	<input type="checkbox"/>	<input type="checkbox"/>
6)	<input type="checkbox"/>	<input type="checkbox"/>
7)	<input type="checkbox"/>	<input type="checkbox"/>
8)	<input type="checkbox"/>	<input type="checkbox"/>
9)	<input type="checkbox"/>	<input type="checkbox"/>
10)	<input type="checkbox"/>	<input type="checkbox"/>
11)	<input type="checkbox"/>	<input type="checkbox"/>
12)	<input type="checkbox"/>	<input type="checkbox"/>
13)	<input type="checkbox"/>	<input type="checkbox"/>
14)	<input type="checkbox"/>	<input type="checkbox"/>
15)	<input type="checkbox"/>	<input type="checkbox"/>
16)	<input type="checkbox"/>	<input type="checkbox"/>
17)	<input type="checkbox"/>	<input type="checkbox"/>
18)	<input type="checkbox"/>	<input type="checkbox"/>
19)	<input type="checkbox"/>	<input type="checkbox"/>
20)	<input type="checkbox"/>	<input type="checkbox"/>
21)	<input type="checkbox"/>	<input type="checkbox"/>
22)	<input type="checkbox"/>	<input type="checkbox"/>
23)	<input type="checkbox"/>	<input type="checkbox"/>
24)	<input type="checkbox"/>	<input type="checkbox"/>
25)	<input type="checkbox"/>	<input type="checkbox"/>
26)	<input type="checkbox"/>	<input type="checkbox"/>
27)	<input type="checkbox"/>	<input type="checkbox"/>
28)	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT H

LABOR AND MATERIAL PAYMENT BOND / PERFORMANCE BOND



County of Orange
Orange County Sheriff-Coroner Department

FAITHFUL PERFORMANCE BOND

BOND NO. _____

(The premium charged on this bond is \$_____, being at the rate of \$_____ per thousand of the Contract price.)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the COUNTY OF ORANGE, State of California, entered into a contract dated _____ reinafter called "Contract," with

(Name and Address of Contractor)

hereinafter called "Principal," for the work described as follows:

_____ ; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract, and,

NOW, THEREFORE, WE, the Principal, and

(Name and Address of Surety (ies))

duly authorized to transact business under the laws of the State of California, as Surety(ies), hereinafter called "Surety(ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of

Dollars (\$ _____),

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to, and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and in any alteration thereof made as therein provided, on his or its part to be kept and performed, at the time and in the manner therein specified, in all respects according to their true intent and meaning, and shall indemnify, defend with counsel approved in writing by COUNTY, and save harmless the COUNTY OF ORANGE, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue. As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included cost and reasonable expenses and fees incurred by COUNTY in successfully enforcing such obligation, all to be taxed as cost and included in any judgment rendered. And the said Surety (ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____.

APPROVED AS TO SURETY AND LIMITS

CONTRACTOR

By _____
CEO/Risk Management

By _____
Name & Title (see footnote)

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By _____
Name & Title (see footnote)

SURETY (ies)

By _____
Deputy

By _____

Dated _____

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

- 1) Two people must sign the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
- 2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

**Signature of Surety(ies) representative must be notarized. Attach certificate of notarization to this document.
Name of Surety(ies) Company must be typed or stamped above signature line of surety(ies) representative.**



County of Orange
Orange County Sheriff-Coroner Department

LABOR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS COUNTY OF ORANGE has awarded to

(Contractor's Name and Address)

hereinafter called "Contractor," a contract for the work described as follows:

hereinafter called "Contract"; and,

WHEREAS, said Contractor is required by the provisions of Sections 9550 et. seq. of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth; and,

NOW, THEREFORE, WE, the undersigned Contractor, as Principal, and

[Name and Address of Surety (ies)]

duly authorized to transact business under the laws of the State of California, as Surety(ies), hereinafter called "Surety(ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of

_____ Dollars (\$ _____), lawful money of the United States, said sum being not less than the estimated amount payable by the said COUNTY OF ORANGE under the terms of the Contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his or its heirs, executors, administrators, successors, and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of California Civil Code 9550 et. seq., and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety(ies) shall pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety (ies) will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by COUNTY in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code. And the said Surety(ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ___ day of _____.

APPROVED AS TO SURETY AND LIMITS

CONTRACTOR

By _____
CEO/Risk Management

By _____
Name & Title (see footnote)

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By _____
Name & Title (see footnote)

SURETY(IES)

By _____
Deputy

By _____

Dated _____

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

- 1) Two people must sign the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
- 2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

**Signature of Surety(ies) representative must be notarized. Attach certificate of notarization to this document.
Name of Surety(ies) Company must be typed or stamped above signature line of surety(ies) representative.**

EXHIBIT 1
REFERENCES

(Complete and submit as instructed in Part 3, Offeror's Proposal, of Section II, Proposal Response Requirements)

All Bidders must provide a minimum of three (3) References. The references should be from California public sector entities and clients that are comparable to the County of Orange for which these types of services have been performed within the past five (5) years.

References must include the client name, title, address and telephone number that they may be contacted as a reference; date and length of services provided; amount of contract and a brief description of the agreement/Contract work and services provided. Attach additional sheets if necessary.

1. Name of Reference (Client/Entity): _____
Address: _____
Contact Person and Title: _____ Telephone Number: _____
Email Address: _____ Facsimile Number: _____
Contract Effective Date: _____ Contract Dollar Amount: _____
Total Number of Inmate Phones: _____ Total Number of Visitation Phones: _____
Total Number of VVS Stations: _____ Total Number of Tablets: _____
Brief Description of agreement/Contract work or services provided: _____

2. Name of Reference (Client/Entity): _____
Address: _____
Contact Person and Title: _____ Telephone Number: _____
Email Address: _____ Facsimile Number: _____
Contract Effective Date: _____ Contract Dollar Amount: _____
Total Number of Inmate Phones: _____ Total Number of Visitation Phones: _____
Total Number of VVS Stations: _____ Total Number of Tablets: _____
Brief Description of agreement/Contract work or services provided: _____

3. Name of Reference (Client/Entity): _____
Address: _____
Contact Person and Title: _____ Telephone Number: _____
Email Address: _____ Facsimile Number: _____
Contract Effective Date: _____ Contract Dollar Amount: _____
Total Number of Inmate Phones: _____ Total Number of Visitation Phones: _____
Total Number of VVS Stations: _____ Total Number of Tablets: _____
Brief Description of agreement/Contract work or services provided: _____

EXHIBIT 2
COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) PREFERENCE CERTIFICATION
REQUIREMENTS

To participate as an OCLSB the following requirements must be met:

- 1) A local small business must be certified with State of California the Department of General Services (DGS) as a Small Business - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
- 2) Upon certification as Small Business with DGS, the local small business shall access the OCLSB Preference portal at OCLSBverify.com, search their legal company/business name in the County's database and print the OCLSB Certification.
 - a. Business name shall match the Company Legal Name specified on the Company Profile.
- 3) Complete and sign the OCLSB Affirmation form attached herein. The signed Affirmation form and the OCLSB Certification are required and must be returned with the solicitation response in order to compete as an OLSB.
- 4) OCLSB Preference provides for the following:
 - a. Invitation for Bid – IFB
When the lowest bidder is not an OCLSB, the sole lowest certified OCLSB within five percent (5%) of the lowest bid shall be given the opportunity to price match. To participate as an OCLSB, the sole lowest qualified OCLSB must accept the County's offer to price match within three (3) business days from the County's offer, unless otherwise specified by the County.
 - b. Request for Proposal - RFP
An extra five percent (5%) shall be applied to the tallied score of each certified OCLSB to obtain the final score. If the final score of any OCLSB matches the final score of a non-OCLSB, preference shall be given to the certified OCLSB. If two or more OCLSBs have the same final score, the County shall determine the contract award based on the County's best interest.
- 5) OCLSB Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.

County of Orange Local Small Business (OCLSB) Affirmation

To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

(1) Local Business requirements:

- a) maintains their principal center of operations (i.e. headquarters) within Orange County, and;
- b) has:
 - i. a business address located in the County of Orange that is not a post office box, or
 - ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.

(2) Small Business requirements:

- a) must be certified as a Small Business by the State of California Department of General Services (DGS); and,
- b) DGS Small Business requirements must be valid at the time of bid/proposal submittal.

I, certify that _____, (legal company/business name) is certified as an Orange County Local Small Business in accordance to OCLSB Preference certification requirements and currently meets the requirements set forth above.

Print Name

Title

Authorized Signature

Date

Please check below:

- OCLSB Certificate attached

County Use Only

Solicitation Number:

Solicitation Description:

File Folder Number:

SECTION A - OFFEROR INSTRUCTIONS

For the avoidance of doubt, Orange County Sheriff's Department (OCSD) shall hereinafter be referred to as "County." **Addendum A - Mandatory Inmate Communications Requirements** contains several sections identified by letter and title which outline the required ITS solution. Sections B through J may include multiple subsections and corresponding requirements all identified by subsection title and requirement number. Below is a listing of all sections included in **Addendum A - Mandatory Inmate Communications Requirements**.

Section A	— Offeror Instructions
Section B	— Instructions & Format
Section B.1	— Proposal Order
Section C	— Evaluation and Selection
Section C.1	— Evaluation Criteria
Section D	— General Conditions
Section E	— User Billing and Payments
Section F	— County Service
Section G	— General Installation Requirements
Section H	— ITS Requirements
Section I	— VVS Requirements
Section J	— Tablet Requirements
Section K	— Facility Specifications
Section K.1	— Current International Rates
Section L	— Rates, Fees and Revenue Share/Cost Recoupment
Section M	— Exceptions to RFP
Section N	— Exceptions to Contract Terms
Section O	— Receipt of Addenda
Section P	— Job Walk Registration Form

Addendum A, Sections B through L require a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the Offeror RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection and Section C.1 (Evaluation Criteria).

Offeror shall not reformat, sort, relabel, modify or change the sections included in Addendum A in any way other than to insert its Offeror Response and Offeror Comments (if needed).

SECTION B - RFP INSTRUCTIONS & FORMAT

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection and Section C.1 (Evaluation Criteria).

SUBSECTION 1 - GENERAL FORMAT

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
1.001	Format Requirements	Offeror 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. Offeror is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by County may be rejected without notification.	Read and Agree	
1.002	Format Requirements	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 Offeror. Any Offeror proposal containing altered, deleted or additional non-original RFP text may be disqualified.	Read and Agree	
1.003	Format Requirements	Proposals shall be prepared on standard 8 1/2" x 11" or 8 1/2" x 14" paper with each page numbered.	Read and Agree	
1.004	Format Requirements	Each piece of paper, printed on both sides, counts as 2 pages. For example, if the RFP response is allocated 100 pages, in print form it will be 50 individual sheets of paper.	Read and Agree	
1.005	Format Requirements	Offeror's proposal shall contain the items listed in Section B.1 of this Addendum A and must conform to the page limits specified. If page limits are exceeded in any section County reserves the right to deem the extraneous pages as non-compliant and those pages will not be evaluated.	Read and Agree	
1.006	Format Requirements	The cover letter shall be printed on Offeror letterhead and signed by a company officer with the authority to bind and contract with County.	Read and Agree	
1.007	Format Requirements	The executive summary shall be a concise summation of the Offeror's experience and qualifications and the proposed ITS solution presented in the Offeror's proposal. County requirements that are addressed only in the executive summary and not included the Offeror's proposal will be considered non-compliant.	Read and Agree	
1.008	Format Requirements	All information contained in Offeror'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.	Read and Agree	

SECTION B - RFP INSTRUCTIONS & FORMAT

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify “Read and Agree” or “Read and Do Not Agree” in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with “Read and Do Not Agree” require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County’s needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection and Section C.1 (Evaluation Criteria).

1.009	Format Requirements	Photographs, graphics, tables and other visual aids included as part of any page-limited section, such as the Offeror's proposal, are counted against the maximum page limit.	Read and Agree	
1.010	Format Requirements	Offeror may include complete client lists or general Offeror information in the final attachment “Other Offeror Brochures/Documents” but must adhere to the page limit.	Read and Agree	
1.011	Format Requirements	Failure to follow the instructions in this RFP may, at County’s sole discretion, result in the rejection of Offeror’s proposal.	Read and Agree	
1.012	Format Requirements	All costs and expenses relating to the preparation and submission of Offeror’s proposal shall be the responsibility of Offeror.	Read and Agree	

SUBSECTION 2 - SUBMISSION OF PROPOSAL

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
2.001	Submission of Proposal	All proposals, questions, and written correspondences must be submitted to County as specified in the RFP Section C. Instructions to Offerors and Procedures for Submittal.	Read and Agree	
2.002	Submission of Proposal	All proposals failing to meet the Proposal Due Date will be returned to the Offeror unopened.	Read and Agree	
2.003	Submission of Proposal	Offeror 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 Offeror.	Read and Agree	
2.004	Submission of Proposal	Offeror 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. County will not accept any modifications to Offeror’s proposal after the Proposal Due Date except in connection with a requested Best and Final Offer.	Read and Agree	

SECTION B - RFP INSTRUCTIONS & FORMAT

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify “Read and Agree” or “Read and Do Not Agree” in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with “Read and Do Not Agree” require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County’s needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection and Section C.1 (Evaluation Criteria).

2.005	Submission of Proposal	Offeror 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 specified in the RFP.	Read and Agree	
2.006	Submission of Proposal	Offeror is responsible for all errors or omissions contained in its proposal.	Read and Agree	

SUBSECTION 3 - QUESTIONS OR COMMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
3.001	Offeror Questions	Any questions and/or comments submitted by the Offerors after the due date may not be answered by County.	Read and Agree	
3.002	Offeror Questions	Only written communication executed by County in the form of an amendment or addendum shall be considered binding.	Read and Agree	
3.003	Offeror Questions	Offeror shall not contact any of County's employees or any employee at the Facilities regarding this RFP during the RFP process. Inappropriate contact by Offeror may result in County’s rejection of Offeror’s proposal.	Read and Agree	

SUBSECTION 4 - RFP SPECIFICATION CHANGES

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
4.001	RFP Specification Changes	County reserves the right, at any time, to amend any portion of this RFP in the form of an addendum or amendment.	Read and Agree	
4.002	RFP Specification Changes	County reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process.	Read and Agree	
4.003	RFP Specification Changes	County reserves the right to not award an Contract pursuant to this RFP.	Read and Agree	
4.004	RFP Specification Changes	Offeror’s submission of a proposal shall not bestow any rights upon Offeror nor obligate County in any manner.	Read and Agree	

SECTION B - RFP INSTRUCTIONS & FORMAT

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify “Read and Agree” or “Read and Do Not Agree” in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with “Read and Do Not Agree” require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County’s needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection and Section C.1 (Evaluation Criteria).

SUBSECTION 5 - ACCEPTANCE PERIOD

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
5.001	Acceptance Period	Offeror’s submission of a proposal indicates Offeror agrees the proposal will remain valid for a minimum of 365 days from the Proposal Due Date (“Acceptance Period”). A proposal requesting less than 365 days may be rejected. Offeror may specify a longer Acceptance Period.	Read and Agree	
5.002	Acceptance Period	If Offeror’s Proposal is accepted within the Acceptance Period, Offeror 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 Contract.	Read and Agree	
5.003	Acceptance Period	County shall create an Contract resulting from this RFP, which shall incorporate Addendum A - Mandatory Inmate Communications Requirements, Section III - Model Contract and Offeror's RFP response. The terms may be subject to further negotiation and approval before County may be legally bound thereby. If satisfactory negotiations with the selected Offeror cannot be negotiated in a reasonable time, County, in its sole discretion, may begin Contract negotiations with the next Offeror.	Read and Agree	
5.004	Acceptance Period	The awarded Offeror shall not unduly delay negotiations or execution of an Contract. Offeror is expected to respond promptly to County's requests.	Read and Agree	

B. 1. Proposal Order

SECTION B.1 - PROPOSAL ORDER

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP).

Item	Maximum Page Limit
COVER LETTER	1
TABLE OF CONTENTS	3
EXECUTIVE SUMMARY	4
Offeror PROPOSAL	100
RFP Addendum A: MANDATORY INMATE COMMUNICATIONS REQUIREMENTS Sections B through L including all subsections and numbered items.	No page limit
Offeror Exhibit 1: Offeror Documentation, State Business Registrations & Licenses, FCC Documents, Telecommunication Service Tariff.	No page limit
Offeror Exhibit 2: Offeror Financial Statements, including Dun & Bradstreet Reports or equivalent.	No page limit
Offeror Exhibit 3: Resumes	2 pages per resume
Offeror Exhibit 4: Implementation Plan(s)	8
Offeror Exhibit 5: Disaster Recovery Plan	4
Offeror Exhibit 6: Service Escalation Matrix	2
Offeror Exhibit 7: Maintenance Policies/Procedures	10
Offeror Exhibit 8: System Report and File Samples	14
Offeror Exhibit 9: Equipment Specification Sheets	10
Offeror Exhibit 10: Sample Training Plan and User Documentation	14
Offeror Exhibit 11: Additional Technology Documentation	20
Offeror Exhibit 12: Other Offeror Brochures/Documents	10

Offeror Response
Read and Agree

SECTION C - EVALUATION & SELECTION

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

SUBSECTION 1 - EVALUATION FACTORS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
1.001	Evaluation	County shall conduct a comprehensive evaluation of all proposals.		
1.002	Evaluation	Proposals will be evaluated by County's evaluation committee who shall review, evaluate and verify information submitted by Offeror.		
1.003	Evaluation	Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank-ordered, based upon the Offeror(s) submitted written materials.		
1.004	Evaluation	Each Offeror is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Offeror the maximum score based on the available data submitted by the Offeror.		
1.005	Evaluation	County's evaluation committee shall evaluate the proposals in accordance with Addendum A - Section C.1 (Evaluation Criteria) and the process as outlined in this section (Section C).		
1.006	Evaluation	Offerors may be asked to conduct a technology presentation of their proposed systems at a date and time to be determined by the County.		
1.007	Evaluation	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 technology, revenue-share offered and other evaluation factors set forth in Addendum A - Section C.1 (Evaluation Criteria) .		
1.008	Evaluation	Following the initial evaluation process, the highest ranking Offeror(s) (if deemed necessary by the evaluation panel) may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional pricing information. In addition, Offeror's may be required to provide an on-site interview or clarification as it relates to the requested and/or proposed services.		
1.009	Evaluation	Contract award shall be made to the responsible Offeror(s) whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth in Addendum A - Section C.1. (Evaluation Criteria).		

SUBSECTION 2 - BEST AND FINAL OFFER

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
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SECTION C - EVALUATION & SELECTION

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

2.001	Best and Final Offer	County may request a Best and Final Offer (BAFO) from selected Offeror(s). A BAFO allows Offeror an opportunity to clarify or supplement its original proposal. Selected Offerors will be contacted in writing by County requesting the submission of Offeror's BAFO. The BAFO will be in the form of an addendum to this RFP and Offeror's submitted proposal.		
2.002	Best and Final Offer	The BAFO is part of the weighted evaluation criteria outlined in Addendum A - Section C.1 (Evaluation Criteria) .		

SUBSECTION 3 - NEGOTIATION OF PROPOSAL

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
3.001	Negotiation	County reserves the right to conduct negotiations from the proposals received or to award an Contract without negotiations. If such negotiations are conducted, the following conditions shall apply:		
3.002	Negotiation	Negotiations will only be conducted with selected Offeror(s) after the evaluation of proposals.		
3.003	Negotiation	Offeror's proposal may be subject to negotiation and revision. Offeror may be required to submit additional data or clarification.		
3.004	Negotiation	County may direct its Authorized Representative to conduct negotiations on its behalf.		
3.005	Negotiation	Any changes agreed upon during negotiations may become part of the Contract.		
3.006	Negotiation	If County is unable to come to terms with the selected Offeror, discussions shall be terminated and negotiations will begin with the next highest scored Offeror.		

SUBSECTION 4 - PROPOSAL SELECTION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
4.001	Proposal Selection	The Offeror with the highest revenue-share offer is not guaranteed award of an Contract.		
4.002	Proposal Selection	County reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Offeror's proposal.		
4.003	Proposal Selection	County reserves the right to review Offeror's contracts with its subcontractors to ascertain whether Offeror has the necessary operational systems in place to fulfill the requirements of this RFP.		
4.004	Proposal Selection	County reserves the right to request clarification from Offerors during the evaluation of proposals. Such clarification is intended to assist County in awarding an Contract that is most advantageous to County.		
4.005	Proposal Selection	County reserves the right, in its sole judgment, to accept the proposal which is determined by County to be the best proposal resulting from this RFP, with or without negotiation, and BAFO.		

SECTION C - EVALUATION & SELECTION

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

4.006	Proposal Selection	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.		
4.007	Proposal Selection	County reserves the right to award an Contract to the next most qualified Offeror if the awarded Offeror does not furnish all items and services required in this RFP, its amendment(s) and/or addenda and negotiated Contract.		
4.008	Proposal Selection	Proposals that do not meet the requirements set forth in the RFP, its amendment(s) and/or addenda, may be considered non-compliant and may be disqualified. County may reject Offeror's proposal for any of, but not be limited to, the following:		
4.009	Proposal Selection	Evidence of collusion with or among other Offerors submitting a proposal.		
4.010	Proposal Selection	Inappropriate contact of County's employees or any employee at the Facilities regarding this RFP during the RFP process by Offeror may result in County's rejection of Offeror's proposal.		
4.011	Proposal Selection	Incorrect or contradictory information and/or false statements included in Offeror's proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.		
SUBSECTION 5 - FINAL DECISION				
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
5.001	Final Decision	County shall make the final selection of the awarded Offeror. Each Offeror that submitted a proposal will receive written notification of County's final decision.		

SECTION C.1 - EVALUATION CRITERIA	
<p>This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP).</p>	
Considered Items	Weight Amount
<p>Core Technologies: ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology</p>	25%
<p>Financial Transparency: Offeror Information, Validation, Available Options, End-User Payment Options, References</p>	10%
<p>Service: Disaster Recovery, Offeror Personnel, County Service Maintenance</p>	15%
<p>Overall Compliance/Exceptions: RFP and Contract Terms</p>	5%
<p>Cost Proposal: Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal</p>	25%
<p>Technology Presentation: County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.</p>	20%
TOTAL	100%

Offeror Response

RFP SAMPLE SCORE SHEET

Reviewer 1		Offeror #1		Offeror #2		Offeror #3	
Considered Items	Weight Amount	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Core Technologies: ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology	25%	96	24.00	85	21.25	25	6.25
Financial Transparency: Offeror Information, Validation, Available Options, End-User Payment Options, References	10%	85	8.50	30	3.00	25	2.50
Service: Disaster Recovery, Offeror Personnel, County Service Maintenance	15%	90	13.50	85	12.75	20	3.00
Overall Compliance/Exceptions: RFP and Contract Terms	5%	95	4.75	75	3.75	35	8.75
Cost Proposal: Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal	20%	99	19.80	50	10.00	35	7.00
Technology Presentation: County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.	15%	0	0.00	0	0.00	0	0.00
Best and Final Offer: County reserves the right to request Offeror to clarify, supplement or update its proposal.	10%	90	9.00	70	7.00	0	0.00
TOTAL	100%	555	79.55	395	57.75	140	27.50

Score Guide:

A = 90-100

B = 80-90

C = 70-80

D = 60-70

F = 0-60

***Note to OCSD:** Sample score sheet to be completed by each RFP reviewer. Each reviewer will assign a score based on the Score Guide for each criteria listed based on the reviewer's assessment of how well each Offeror's responses met each given criteria. Once all reviewers have submitted their individual assessments, a composite score of all reviewers will be compiled for each Offeror's response.

THIS TAB TO BE DELETED FROM ADDENDUM A PRIOR TO RELEASE OF THE RFP

CONFIDENTIAL-PROPRIETARY AND TRADE SECRET INFORMATION

This document contains proprietary business information of Praeses, LLC and is a trade secret owned by Praeses, LLC. The information contained herein is for the use only by authorized personnel. Unauthorized disclosure is prohibited.

SECTION D - GENERAL CONDITIONS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

SUBSECTION 1 - PROJECT SCOPE

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
1.001	ITS Project Scope	County requires a turn-key inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid card, debit and free calls and visitation sessions. Offeror shall install and operate all inmate and visitation telephones, and related equipment. Offeror shall, without cost to County, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid card, debit and free calls and visitation sessions from the Facilities.		
1.002	VVS Project Scope	County requires a turn-key video visitation solution (VVS) which shall include, without limitation, automated scheduling software and the completion of remote video visitation sessions at the County's OCSD Facilities. Offeror shall install and operate all video visitation stations and related equipment. Offeror shall, without cost to County, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete onsite and remote video visitation sessions with inmates at the OCSD Facilities.		
1.003	Tablet Project Scope	County is seeking a correctional-grade mobile device/tablet solution ("Tablets") for their OCSD Facilities at no cost the County. The Tablets shall, at a minimum, have the capability to access various applications including VVS, mobile calling, electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, inmate grievances/requests, commissary ordering, law library, and religious content.		
1.004	Payment Kiosk Project Scope	County is seeking lobby/payment kiosks ("Kiosks") for their OCSD Facilities at no cost the County. The kiosks shall, at a minimum, have the capability to load funds to an inmate's debit and commissary account and receive court fines/fees from the public.		

SECTION D - GENERAL CONDITIONS

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SUBSECTION 2 -ITS REVENUE SHARE, PAYMENT AND REPORTING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
2.001	Reporting and Payments	Gross Revenue generated by and through the proposed ITS consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Offeror that are in any way connected to the provision of ITS service pursuant to this RFP and Contract. Gross 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 Offeror.		
2.002	Reporting and Payments	Offeror shall not reduce total Gross Revenue (as defined above) for any deductions associated with fees, adjusted durations, unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Offeror expense.		
2.003	Reporting and Payments	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 Facilities must be approved by County prior to implementation.		
2.004	Reporting and Payments	County shall notify Offeror of any unapproved additional fees and/or charges associated with ITS of which County becomes aware are. The unapproved fees and/or charges are subject to liquidated damages as specified in Section III - Model Contract .		
2.005	Reporting and Payments	Should County and Offeror mutually agree that the charges/fees are to be discontinued, Offeror 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.		

SECTION D - GENERAL CONDITIONS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

2.006	Reporting and Payments	Offer shall specify a Minimum Monthly Guarantee ("MMG") in Addendum A, Section L (Rates, Fees, and Revenue Share) and shall pay the greater of the MMG and proposed revenue share calculated on Gross Revenue, as defined in this section, by the 15th of each month following the month of traffic.		
2.007	Reporting and Payments	County shall recoup from Offeror certain administrative and operational expenses ("Cost Recoupment Payment") in connection with the provision of inmate communication services. Such Cost Recoupment Payment is specified in Addendum A, Section L (Rates, Fees, and Revenue Share) . The Cost Recoupment Payment shall be due and payable on or before the 15th of each month.		
2.008	Reporting and Payments	Notwithstanding the foregoing, Gross Revenue does not include the following items:		
2.009	Reporting and Payments	Required regulatory charges and taxes that are intended to be paid by the called party or inmate and then remitted 100% by the billing party to the appropriate governmental agency.		
2.010	Reporting and Payments	A "Free" call shall be defined as a call not generating any revenue or compensation for Offeror. Calls to telephone numbers that appear on the free call list supplied by County or from inmate telephones approved by County to process free calls shall not generate revenue or compensation for Offeror and shall not be eligible for revenue-share to County. Only those numbers designated by County on the free call list and inmate telephones approved by 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 Offeror 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 eligible for revenue-share to County. Unauthorized free calls are subject to liquidated damages as specified in Section III - Model Contract .		
2.011	Reporting and Payments	Complimentary calls associated with Offeror's pre-paid collect program are not included in Gross Revenue and revenue share is not payable by Offeror.		

SECTION D - GENERAL CONDITIONS

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2.012	Reporting and Payments	Pre-Paid Collect Funding Fees - Pre-paid collect funding fees are defined as fees imposed on called parties who set up or fund a pre-paid collect account with Offeror or a third party (i.e. Western Union) to accept calls. The pre-paid collect funding fee shall not be applied on a per-call basis. All pre-paid collect fees must be approved by County and are subject to liquidated damages as specified in Section III - Model Contract .		
2.013	Reporting and Payments	Collect Billing Fees - Collect billing fees shall be defined as fees charged to the called parties for processing a collect call on a LEC telephone bill or obtaining a hard copy bill of a direct bill account. The collect billing fee shall not be applied on a per-call basis. All collect billing fees must be approved by County and are subject to liquidated damages as specified in Section III - Model Contract .		
2.014	Reporting and Payments	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 as acceptance). The call shall be deemed complete and eligible for revenue-share regardless if Offeror can bill or collect revenue on the call.		
2.015	Reporting and Payments	Offeror 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 ITS services such as collect, debit, pre-paid and any other calls.		
2.016	Reporting and Payments	Revenue-share for pre-paid cards shall be based on the face value of the pre-paid cards purchased by County. Revenue-share shall be due to County in the traffic month County placed the pre-paid card order and payable as described in Addendum A - Section D (General Conditions) .		
2.017	Reporting and Payments	Offeror shall invoice County the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid cards.		

SECTION D - GENERAL CONDITIONS

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2.018	Reporting and Payments	Should County cancel the pre-paid card services at the Facilities, Offeror shall deactivate any unused pre-paid cards which have a full balance at the time of the cancellation of the pre-paid card program. The final pre-paid card invoice shall include a credit for all unused pre-paid cards which have a full balance.		
2.019	Reporting and Payments	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 as described in this Addendum A, Section D (General Conditions) .		
2.020	Reporting and Payments	On the 5th day of the month following the month of traffic, Offeror shall submit a monthly invoice and corresponding debit purchase or usage report to County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.		
2.021	Reporting and Payments	Payments and reports for ITS are due to County on or before the 15th day of the month following the traffic month.		
2.022	Reporting and Payments	Offeror shall provide monthly revenue share and cost recoupment payments and traffic detail reports to County via these methods:		
2.023	Reporting and Payments	County requests that all payments be sent via wire transfer; and		
2.024	Reporting and Payments	County requires that the traffic detail reports be sent electronically in Comma Separated Values (CSV) format.		
2.025	Reporting and Payments	Traffic detail reports shall include a detailed breakdown of all ITS activity, including but not limited to all collect, pre-paid and debit calls for each inmate telephone at the Facilities:		
2.026	Reporting and Payments	Facility Name;		
2.027	Reporting and Payments	Facility Identification Number;		
2.028	Reporting and Payments	Facility Address (Street, City, State and Zip);		
2.029	Reporting and Payments	Automatic Number Identifier;		
2.030	Reporting and Payments	Inmate Telephone Station Port/Identifier;		
2.031	Reporting and Payments	Inmate Telephone Location Name;		
2.032	Reporting and Payments	Local Calls, Minutes, Gross Revenue (Per Inmate Telephone);		
2.033	Reporting and Payments	Intralata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);		
2.034	Reporting and Payments	Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);		

SECTION D - GENERAL CONDITIONS

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2.035	Reporting and Payments	Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);		
2.036	Reporting and Payments	Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);		
2.037	Reporting and Payments	International Calls, Minutes Gross Revenue (Per Inmate Telephone);		
2.038	Reporting and Payments	Revenue Share Rate (%);		
2.039	Reporting and Payments	Total Calls, Minutes, Gross Revenue and Revenue Share Amount (Per Inmate Telephone); and		
2.040	Reporting and Payments	Traffic Period and Dates.		
2.041	Reporting and Payments	Offeror shall supply a report of all pre-paid card orders processed during the traffic month to include (at a minimum) the order date, invoice number, invoice date, gross amount of the order, revenue-share rate and revenue-share total.		
2.042	Reporting and Payments	Offeror shall include a sample Traffic Detail Report (showing all fields available, including those specified above and additional fields) to demonstrate how Offeror shall meet the above requirements. Fields not included shall be considered exceptions. The sample Traffic Detail Report shall be included in Offeror's proposal as outlined in Addendum A - Section B.1 (Proposal Order).		
2.043	Reporting and Payments	Offeror shall provide daily raw Call Detail Records (CDRs) the next business day following the day of traffic and monthly billing files to County no later than the 15th day of the month following the month of traffic.		
2.044	Reporting and Payments	Billing files shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and content as those files prepared and submitted for billing to Offeror's 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 information:		
2.045	Reporting and Payments	Record Identifier;		
2.046	Reporting and Payments	Facility Name;		
2.047	Reporting and Payments	Facility Identification Number;		
2.048	Reporting and Payments	From ANI;		
2.049	Reporting and Payments	To ANI;		
2.050	Reporting and Payments	Seconds;		

SECTION D - GENERAL CONDITIONS

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2.051	Reporting and Payments	Date (yymmdd);		
2.052	Reporting and Payments	Connect Time (hhmmss);		
2.053	Reporting and Payments	Billable Time (hhmmss);		
2.054	Reporting and Payments	Personal Identification Number Digits;		
2.055	Reporting and Payments	Originating City;		
2.056	Reporting and Payments	Originating State;		
2.057	Reporting and Payments	Bill City;		
2.058	Reporting and Payments	Bill State;		
2.059	Reporting and Payments	Bill Number;		
2.060	Reporting and Payments	Settlement Code;		
2.061	Reporting and Payments	Charge Amount;		
2.062	Reporting and Payments	Additional Fees and Line Surcharges;		
2.063	Reporting and Payments	Rate Period; and		
2.064	Reporting and Payments	Rate Class.		
2.065	Reporting and Payments	Offeror shall provide a sample billing file in EMI format (showing all fields available, including those specified above and any additional fields) to demonstrate how Offeror shall meet the above requirements. Fields not included shall be considered exceptions. The sample billing file shall be included in Offeror's proposal as outlined in Addendum A, Section B.1 (Proposal Order).		
2.066	Reporting and Payments	The daily raw CDRs shall contain all calls (both attempted and completed) 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. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields:		
2.067	Reporting and Payments	Facility Name;		
2.068	Reporting and Payments	Facility Identification Number;		
2.069	Reporting and Payments	From ANI;		
2.070	Reporting and Payments	To ANI;		
2.071	Reporting and Payments	Batch Number / ID;		

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2.072	Reporting and Payments	From City;		
2.073	Reporting and Payments	From State;		
2.074	Reporting and Payments	To City;		
2.075	Reporting and Payments	To State;		
2.076	Reporting and Payments	Station Port/Identifier;		
2.077	Reporting and Payments	Phone Name or Location;		
2.078	Reporting and Payments	Inmate Name;		
2.079	Reporting and Payments	Inmate Identification Number;		
2.080	Reporting and Payments	Personal Identification Number;		
2.081	Reporting and Payments	Pre-Paid Card Identification Number;		
2.082	Reporting and Payments	Revenue Period;		
2.083	Reporting and Payments	Call Start (yymmdd; mmss);		
2.084	Reporting and Payments	Call End (yymmdd; mmss);		
2.085	Reporting and Payments	Seconds;		
2.086	Reporting and Payments	Call Type (e.g. local, etc.);		
2.087	Reporting and Payments	Bill Type (e.g. free, collect, etc.);		
2.088	Reporting and Payments	Call Cost;		
2.089	Reporting and Payments	Tax;		
2.090	Reporting and Payments	Validation Result;		
2.091	Reporting and Payments	Termination Reason;		
2.092	Reporting and Payments	LIDB Status/Code; and		
2.093	Reporting and Payments	Completion/Accept Indicator.		
2.094	Reporting and Payments	Offeror shall provide a sample CDR (showing all raw fields available, including those specified above and additional fields) to demonstrate how Offeror shall meet the above requirements. Fields not included shall be considered exceptions. The sample CDR file shall be included in Offeror's response as outlined in Addendum A - Section B.1 (Proposal Order) .		

SECTION D - GENERAL CONDITIONS

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2.095	Reporting and Payments	Offeror shall provide a miscellaneous charges/fees report which shall include a breakdown of all charges and fees applied to (without limitation) calls and accounts from the Facilities covered under the RFP and subsequent Contract, including but not limited to: single call fee(s), pre-paid collect funding fee(s), collect billing fee(s) regardless of whether the charge/fee was assessed directly by Offeror or a third party. The miscellaneous charges/fees report shall contain (without limitation) the following information:		
2.096	Reporting and Payments	Facility Identification Number;		
2.097	Reporting and Payments	Date;		
2.098	Reporting and Payments	County Identification Number;		
2.099	Reporting and Payments	To ANI;		
2.100	Reporting and Payments	Billed Account;		
2.101	Reporting and Payments	Transaction Type;		
2.102	Reporting and Payments	Bill Type		
2.103	Reporting and Payments	Fee Type;		
2.104	Reporting and Payments	Instance Type; and		
2.105	Reporting and Payments	Fee Amount.		
2.106	Reporting and Payments	Offeror shall provide a sample miscellaneous charges/fees report (showing all raw fields available, including those specified above and additional fields) to demonstrate how Offeror shall meet the above requirements. Fields not included shall be considered exceptions. The sample file shall be included in Offeror's response as outlined in Addendum A - Section B.1 (Proposal Order) .		
2.107	Reporting and Payments	Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in Section III - Model Contract .		

SUBSECTION 3 - VVS REVENUE SHARE, PAYMENT AND REPORTING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
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SECTION D - GENERAL CONDITIONS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

3.001	VVS Reporting and Payments	VVS Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Offeror and in any way connected to the provision of video visitation service pursuant to this Contract. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total cost to visitors or inmates for the completion/scheduling of all remote video visitation sessions, or any other compensation received by Offeror for the completion of all remote video visitation sessions.		
3.002	VVS Reporting and Payments	Notwithstanding the foregoing, Gross Revenue does not include the following items:		
3.003	VVS Reporting and Payments	A "Free" video visitation session defined as a video visitation session not generating any revenue or compensation for Offeror. Approved video visitation sessions included on the free video visitation list shall not generate any revenue or compensation for Offeror and shall not be eligible for revenue share to County. Only those visitors or inmates designated by County to process free video visitation sessions shall be marked as "Free" in the VVS and designated as such in the VVS detail records. In the event Offeror collects any revenue or compensation, notwithstanding the source, from any third party related to a completed/scheduled video visitation session, such amounts shall be included in Gross Revenue and eligible for revenue share to County.		
3.004	VVS Reporting and Payments	Required regulatory charges and taxes that are intended to be paid by the visitor or inmate and then remitted 100% by the billing party to the appropriate governmental agency.		
3.005	VVS Reporting and Payments	If Offeror receives revenue or compensation, notwithstanding the source, from any third party related to a completed video visitation session between an inmate and a visitor, such revenue shall be included in Gross Revenue and revenue share shall be payable to County.		

SECTION D - GENERAL CONDITIONS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

3.006	VVS Reporting and Payments	Any additional fees to be charged to inmates or visitors for video visitation sessions from the Facilities must be approved by County prior to implementation. County and Offeror shall mutually agree on the method of revenue share due to County associated with the additional charges/fees.		
3.007	VVS Reporting and Payments	County shall notify Offeror of any unapproved fees and/or charges associated with the VVS of which County becomes aware. Unapproved fees and/or charges are subject to liquidated damages as specified in Section III - Model Contract .		
3.008	VVS Reporting and Payments	Should County and Offeror mutually agree that the charges/fees are to be discontinued, Offeror shall refund each visitor or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.		
3.009	VVS Reporting and Payments	A video visitation session is deemed complete and considered part of Gross Revenue (as described above), when the video visitation session is scheduled and a connection is made by both parties.		
3.010	VVS Reporting and Payments	Payments and reports for video visitation sessions are due to County on or before the 15th day of the month following the activity/session month.		
3.011	VVS Reporting and Payments	Offeror shall provide monthly video visitation detail records, in CSV format, which shall include a detailed breakdown of activity for all video visitation sessions, including but not limited to:		
3.012	VVS Reporting and Payments	Facility Name;		
3.013	VVS Reporting and Payments	Facility Identification Number/Site Identification Number;		
3.014	VVS Reporting and Payments	VVS Station Identifier;		
3.015	VVS Reporting and Payments	VVS Station Location Name;		
3.016	VVS Reporting and Payments	Free Video Visitation Sessions, Minutes (Per VVS Station);		
3.017	VVS Reporting and Payments	Remote Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station);		

SECTION D - GENERAL CONDITIONS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify “Read and Agree” or “Read and Do Not Agree” in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with “Read and Do Not Agree” require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County’s needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

3.018	VVS Reporting and Payments	Revenue Share (Per VVS Station);		
3.019	VVS Reporting and Payments	Total Video Visitation Sessions, Minutes Gross Revenue; and		
3.020	VVS Reporting and Payments	Traffic Period and Dates.		
3.021	VVS Reporting and Payments	Offeror shall provide a sample video visitation detail record report (showing all raw fields available, including those specified above and any additional fields) to demonstrate how Offeror shall meet the above requirements. Fields not included shall be considered exceptions. The sample video visitation record report shall be included in Offeror's response as outlined in Addendum A - Section B.1 (Proposal Order).		
3.022	VVS Reporting and Payments	Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in Section III - Model Contract .		

SUBSECTION 4 - TABLET REVENUE SHARE, PAYMENT AND REPORTING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
4.001	Tablet Reporting and Payments	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 Offeror in any way connected to the provision of Tablets pursuant to the RFP. Gross Revenue includes, by way of example and not limitation, all of the following: all per minute fees, application charges, equipment costs and any additional fees/charges generated by the accessibility of Tablets and all additional fees charged to the end-user or inmate and any other compensation received by Offeror.		
4.002	Tablet Reporting and Payments	Offeror shall absorb all costs of providing Tablets including the provision of support, maintenance, necessary hardware, software, bandwidth, wiring, infrastructure, fee collection and accounting.		
4.003	Tablet Reporting and Payments	Notwithstanding the foregoing, Gross Revenue does not include the following items:		

SECTION D - GENERAL CONDITIONS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

4.004	Tablet Reporting and Payments	A "Free" transaction or application defined as a transaction or application not generating any revenue or compensation for Offeror. Approved Tablet transactions or applications shall not generate any revenue or compensation for Offeror and shall not be eligible for revenue share to County. Only those transactions or applications designated by County as "free" shall be marked as "Free" in the Tablet solution and designated as such in the Tablet detail records. In the event Offeror collects any revenue or compensation, notwithstanding the source, from any third party related to Tablet transactions or applications, such amounts shall be included in Gross Revenue and eligible for revenue share to County.		
4.005	Tablet Reporting and Payments	Required regulatory charges and taxes that are intended to be paid by the end-user or inmate and then remitted 100% by the billing party to the appropriate governmental agency.		
4.006	Tablet Reporting and Payments	If Offeror receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Revenue and Offeror shall pay a revenue share to County.		
4.007	Tablet Reporting and Payments	Any additional fees to be charged to end-users or inmates for the use of Tablets or Tablet applications at the Facilities must be approved by County prior to implementation. County and Offeror shall mutually agree on the method for revenue share due County associated with the additional charges/fees.		
4.008	Tablet Reporting and Payments	County shall notify Offeror of any unapproved additional fees and/or charges associated with the use of Tablets of which County becomes aware. The unapproved fees and/or charges are subject to liquidated damages as specified in Section III - Model Contract .		
4.009	Tablet Reporting and Payments	Should County and Offeror mutually agree that the charges/fees are to be discontinued, Offeror shall refund each end-user or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.		
4.010	Tablet Reporting and Payments	Should County and Offeror mutually agree that the charges/fees will remain, County and Offeror shall mutually agree on a method for compensation.		

SECTION D - GENERAL CONDITIONS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

4.011	Tablet Reporting and Payments	Payments and reports for Tablets are due to County on or before the 15th day of the month following the month of activity.		
4.012	Tablet Reporting and Payments	Offeror shall provide monthly Tablet detail reports/records, CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages, photos, attachments, videos, media, application usage, for each Tablet. Tablet detail records shall include, at a minimum, each of the following items for each Tablet and each transaction or application type:		
4.013	Tablet Reporting and Payments	Facility Name;		
4.014	Tablet Reporting and Payments	Facility Identification Number/Site Identification Number;		
4.015	Tablet Reporting and Payments	Facility Address, Street, City, State, and Zip;		
4.016	Tablet Reporting and Payments	Tablet Identifier (where applicable);		
4.017	Tablet Reporting and Payments	Number to Transactions for Each Transaction Type (Per Tablet);		
4.018	Tablet Reporting and Payments	Minutes of Usage for Each Application Type (Per Tablet);		
4.019	Tablet Reporting and Payments	Gross Revenue for Each Transaction / Application (Per Tablet);		
4.020	Tablet Reporting and Payments	Revenue Share Rate;		
4.021	Tablet Reporting and Payments	Total Revenue Share (Per Tablet);		
4.022	Tablet Reporting and Payments	Total Transactions/Applications, Minutes of Usage, Gross Revenue and Revenue Share; and		
4.023	Tablet Reporting and Payments	Traffic Period and Dates.		

SUBSECTION 5 - RATE REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
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SECTION D - GENERAL CONDITIONS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

5.001	Rate Requirements	Offeror must agree to provide the required calling rates, video visitation rates, Tablet rates and all related fees specified in found in Addendum A - Section L (Rates, Fees and Revenue Share/Cost Recoupment) and must be in compliance with California state laws and applicable regulations, including, but not limited to, Board of State and Community Corrections (BSCC) Title 15 Minimum Standards.		
5.002	Rate Requirements	Before any new rate increases or decreases are implemented for any of the inmate communication services required in this RFP, Offeror must submit a written request to receive approval from County. County will respond in writing to Offeror's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in Section III - Model Contract		
5.003	Rate Requirements	In the event Offeror increases the usage rates for any of the inmate communication services required in this RFP without the prior written approved of County, Offeror must issue refunds to all overcharged end-users, visitors or inmates within 5 business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.		
5.004	Rate Requirements	Offeror will implement any rate adjustments for any and all inmate communication systems requested by County within 10 calendar days of said request, subject to regulatory approval, as applicable.		
5.005	Rate Requirements	Offeror shall be capable of accommodating multiple rate structures to accommodate the types of inmates housed at the Facilities. Offeror shall be capable of assigning rates at the inmate, group of inmate telephones, visitation stations or Tablets and Facility levels.		
5.006	Rate Requirements	Offeror's ITS 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 or Interstate. Calls to all other countries shall be rated as International. The calling rates for both Domestic International/Interstate and International are specified in Addendum A - Section L (Rates, Fees and Revenue Share/Cost Recoupment) .		

SECTION D - GENERAL CONDITIONS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

5.007	Rate Requirements	Offeror shall calculate the raw duration of each inmate telephone call, video visitation session and Tablet usage (if applicable) in seconds based on the time the call is accepted, video visitation session is completed or Tablet usage begins and the time the call, session or usage is terminated by the ITS, VVS or Tablets respectively. For calls, video visitation sessions or Tablet usage 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.		
5.008	Rate Requirements	During the rating process, Offeror shall round the raw calculated amount to the nearest hundredth decimal place (up or down) using normal accounting practices.		

SECTION E - USER BILLING AND PAYMENTS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

SUBSECTION 1 - PRE-PAID & DEBIT APPLICATIONS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
1.001	Pre-Paid / Debit Application	The pre-paid and/or debit application shall allow for pre-payment for a specific end-user, visitor, telephone number or an inmate.		
1.002	Pre-Paid / Debit Application	County requires that Offeror issue refunds to end-users of any inmate communication services 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 Offeror and the end-user requests to reactivate the account and utilize inmate communication services from inmates at the Facilities, the funds shall be made available to the end-user by Offeror. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account.		
1.003	Pre-Paid / Debit Application	Should Offeror adjust the rates in order to complete a call, Offeror shall incur liquidated damages as specified in Section III - Model Contract . County shall notify Offeror of any approved adjustments in the rates of which County becomes aware.		
1.004	Pre-Paid / Debit Application	Offeror shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call (regardless of call type) from the Facilities.		
1.005	Pre-Paid / Debit Application	The pre-paid and/or debit application shall be internal to Offeror's ITS, VVS or Tablet.		
1.006	Pre-Paid / Debit Application	Offeror shall provide the inmate with the balance of the pre-paid or debit account at the time of the call or Tablet application.		
1.007	Pre-Paid / Debit Application	The ITS and VVS shall provide the called party with the balance of their pre-paid collect account at the time of the call or scheduling of a video visitation session, as applicable.		
1.008	Pre-Paid / Debit Application	The pre-paid and/or debit application shall allow international calls.		
1.009	Pre-Paid / Debit Application	Offeror shall be capable of configuring pre-paid cards for use outside of the Facilities.		

SECTION E - USER BILLING AND PAYMENTS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

1.010	Pre-Paid / Debit Application	County's commissary is self-administered. The ITS shall be capable of interfacing with the County's commissary application or JMS for ease of transferring money from the inmate's trust /commissary account to the ITS debit account as well as refunding any unused funds to the trust account upon the inmate's release. All commissary and/or JMS interfaces will need to be activated during the initial implementation. County does not currently utilize inmate-funded debit.		
1.011	Pre-Paid / Debit Application	It is Offeror's responsibility to initiate and establish a business relationship and necessary interface(s) with County for debit. The contact information is found in Addendum A - Section K (Facility Specifications) . County shall not be responsible for paying any amounts associated with the required interface(s).		
1.012	Pre-Paid / Debit Application	Offeror shall supply, at County's request, signage, brochures, flyers regarding the ITS, VVS and Tablets and/or Offeror's pre-paid and debit programs at no cost to County.		

SUBSECTION 2 - PAYMENTS FOR VIDEO VISITATION SYSTEM SESSIONS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
2.001	Payments for VVS Sessions	Offeror shall refund all visitation fees if the video visitation session is dropped due to Offeror related issues. Such refunds shall not be deducted from Gross Revenue as defined in Addendum A - Section D (General Conditions) .		
2.002	Payments for VVS Sessions	Offeror shall provide an option for an itemized receipt for all transactions, charges and fees for all video visitation sessions.		

SUBSECTION 3 - TABLET CHARGES

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
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SECTION E - USER BILLING AND PAYMENTS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

3.001	Tablet Charges	To complete the reporting and revenue share process outlined in Addendum A - Section D (General Conditions) , Offeror shall, by the 5th day of the month following the traffic month, submit an inmate transaction fee invoice to County for payment by County. The invoice shall contain all transaction fees for Tablet applications and usage collected by County from the inmates for the Tablet applications and usage associated with Offeror's Tablet solution at the Facilities for the previous calendar month. In no case shall County be independently responsible for payment of transaction fees not collected previously from inmates.		
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SUBSECTION 4 - Offeror RETENTION OF END-USER ACCOUNT INFORMATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
4.001	Offeror Retention of End-User Account Information	For the purpose of aiding in investigations the Offeror 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 3 years after the expiration/termination of the Contract. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.		
4.002	Offeror Retention of End-User Account Information	The County shall have access to such account information upon request, to the extent permissible by law.		

SECTION F - CUSTOMER SERVICE

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

SUBSECTION 1 - MAINTENANCE

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
1.001	Maintenance	Offeror shall respond to repair requests from 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.		
1.002	Maintenance	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. Offeror shall maintain an adequate amount of supplies/materials on hand in order to meet these requirements and ensure there is no prolonged period of downtime.		
1.003	Maintenance	Offeror must exhibit to County a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.		
1.004	Maintenance	Offeror shall provide County with a dedicated technician for the Facilities. Offeror's technician shall weekly, conduct scheduled preventative maintenance visits as directed by the County. Offeror's technician shall provide a preventative maintenance log to the County upon the completion of each preventative maintenance visit for the purposes of documenting actions taken and repairs made.		
1.005	Maintenance	County shall be notified of progress and/or delays in progress until the problems are resolved.		
1.006	Maintenance	Offeror shall notify County any time a technician will be dispatched to the Facilities and prior to the technician's arrival.		
1.007	Maintenance	Additionally, the County may cancel the Contract with Offeror if Offeror has not cured a service problem within 10 days of Offeror receiving notice of the problem from the County. County, at its sole option, may elect to pursue Liquidated Damages, as outlined in Section III - Model Contract , if a service problem is not resolved within the specified cure period.		
1.008	Maintenance	Each party shall report to the other party any misuse, destruction, damage, or vandalism. Offeror will assume liability for any and all such damages.		

F. Customer Service

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
1.009	Maintenance	All operation, maintenance and repair issues regarding the ITS, VVS or Tablet services shall be reported by Offeror to County promptly.		
1.010	Maintenance	Offeror shall provide County with ITS, VVS and Tablet technology software upgrades as they become available. All upgrades must be provided to County at no additional cost.		

SECTION G - GENERAL INSTALLATION REQUIREMENTS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

SUBSECTION 1 - STANDARDS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
1.001	Standards	Inmate communication services are to be provided and shall comply with all applicable Federal Communication and/or Public Service Commission regulations relating to inmate communication services in correctional facilities.		
1.002	Standards	Offeror shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, county, or municipal government.		
1.003	Standards	Offeror shall comply with the BSCC Title 15 Minimum Standards.		

SUBSECTION 2 - IMPLEMENTATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
2.001	Implementation	In its response to this RFP, Offeror shall submit an implementation plan for all inmate communications services, which shall include an installation schedule, for each Facility, including ITS, VVS and Tablets.		
2.002	Implementation	Initial installations for the ITS must be completed within 60 days of the execution of the Contract between County and the selected Offeror; this includes additional inmate telephones required by County as outlined in Addendum A Section K. Facility Specifications . Implementation plan(s) will become a part of the Contract and must be followed.		
2.003	Implementation	Initial installations for the Tablets and VVS must be completed within 120 and 180 days respectively of the execution of the Contract between County and the selected Offeror. Implementation plan(s) will become a part of the Contract and must be followed.		

SUBSECTION 3 - TRANSITION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
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SECTION G - GENERAL INSTALLATION REQUIREMENTS

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<p>3.001</p>	<p>Transition Requirements</p>	<p>For the initial installation, Offeror will work with County and the incumbent inmate communication services provider to ensure an orderly transition of services, responsibilities and continuity of the services required by County. Offerer shall work with County and the incumbent inmate communications provider to facilitate a bulk import of all current inmate information and private, blocked, and free telephone numbers as approved by the County.</p>		
<p>3.002</p>	<p>Transition Requirements</p>	<p>Upon expiration, termination, or cancellation of the Contract Offeror shall accept the direction of the County to ensure all inmate communication services are smoothly transitioned. At a minimum, the following shall apply:</p>		
<p>3.003</p>	<p>Transition Requirements</p>	<p>At no cost to the County , Offeror shall supply 1 workstation(s), per Facility which shall become the property of the County after expiration, cancellation or termination of the Contract to allow the County access to all CDRs, call and visitation recordings, documentation, reports, data contained in the inmate communication applications/systems. County shall maintain the same level of remote access for up to 3 years after Contract termination.</p>		
<p>3.004</p>	<p>Transition Requirements</p>	<p>Offeror shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by County. Offeror agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Contract for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Contract. Revenue share/cost recoupment payments will be due and payable by Offeror to County at the percentage provided in the Contract until inmate communication services are no longer handled by Offeror.</p>		
<p>3.005</p>	<p>Transition Requirements</p>	<p>Offeror agrees to remove its equipment at the conclusion of the Contract in a manner that will allow the reuse of wiring/cablings associated with all inmate communication services.</p>		

SUBSECTION 4 - GENERAL INSTALLATION REQUIREMENTS

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
4.001	General Installation Requirements	Offeror shall be responsible for all costs associated with the installation of the inmate communication services including but not limited to ITS, VVS, and Tablets which shall include but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment, wiring, new electrical circuits, cables, installation, racks/cabinets, 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.		
4.002	General Installation Requirements	Offeror shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, and Tablets detailed in Addendum A - Section K (Facility Specifications) .		
4.003	General Installation Requirements	Offeror may propose a different number of inmate telephones, video visitation stations and Tablets. County reserves the right to reject Offeror's alternate proposal and require Offeror to install the numbers of inmate telephones, video visitation stations and Tablets specified in Addendum A - Section K (Facility Specifications) .		
4.004	General Installation Requirements	Offeror shall install a separate, dedicated network to accommodate all inmate communication services. Offeror's inmate communication services shall not be configured to reside on or use the County's network.		
4.005	General Installation Requirements	Offeror shall install/mount all inmate communication services equipment in accordance with the County's requirements.		
4.006	General Installation Requirements	Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminals within the Facilities is at the risk of Offeror. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Contract by Offeror becomes the County's property upon termination and/or expiration of the Contract.		
4.007	General Installation Requirements	Offeror 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 cabling/wiring standards for commercial buildings and must be approved by the Facilities maintenance personnel.		

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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4.008	General Installation Requirements	Offeror 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 inmate communication services at no cost to the County.		
4.009	General Installation Requirements	Offeror agrees to obtain the County's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.		
4.010	General Installation Requirements	Offeror shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment to protect all lines, circuits and equipment used for the inmate communication services.		
4.011	General Installation Requirements	Offeror shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the inmate communication services to ensure there is no loss of call, video or transaction processing and data storage in the event of a power failure.		
4.012	General Installation Requirements	A separate power source shall not be required for the inmate communication services equipment. A power source will be made available by County for the inmate communication services upon confirmation of equipment specifications.		
4.013	General Installation Requirements	Installation of all cabling, telephones, video visitation stations, Tablets, and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the County.		
4.014	General Installation Requirements	Offeror shall install, repair, and maintain all Offeror-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Offeror-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of the Offeror.		
4.015	General Installation Requirements	Offeror 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 Offeror at the Facilities.		

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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4.016	General Installation Requirements	Offeror shall correct any damage to the County's property caused by maintenance or installation associated with the inmate communication services, including repairs to walls and ceilings.		
4.017	General Installation Requirements	Offeror shall provide written documentation indicating that all circuits and network have been tested and all cables, pairs, fiber strands, blocks are legibly marked after the completion of each installation associated with the inmate communication services.		
4.018	General Installation Requirements	Offeror shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.		

SUBSECTION 5 - SECURITY

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
5.001	Security	All Offeror employees shall obtain, at Offeror's cost, the appropriate personnel background security clearance prior to arrival at the Facilities.		
5.002	Security	All Offeror employees will comply with County's policies and procedures.		
5.003	Security	Entry to the Facilities is subject to the approval of the County.		

SUBSECTION 6 - TRAINING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
6.001	Training	Offeror shall provide onsite training for each inmate communication service 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. At County's request, Offeror shall provide a downloadable version of all user manuals and training materials.		
6.002	Training	When requested by the County, informational pamphlets shall be available to inmates and end-users and shall describe the applicable features and functionalities of each inmate communication service.		

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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6.003	Training	Offeror will also provide full documentation for all inmate communication services features and documentation for any and all added technology features that result from this RFP and Contract.		
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SUBSECTION 7 - UPGRADES AND PERFORMANCE PROCESS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
7.001	Upgrades and Performance Process	Offeror shall provide the County with written notice, including detailed information, of any new inmate communications service 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.		
7.002	Upgrades and Performance Process	Offeror shall provide the County with inmate communication services software upgrades as they become available. All upgrades must be within 1 release of the newest operating system and provided to County at no additional cost.		
7.003	Upgrades and Performance Process	Offeror 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 Facilities. Any deviation from this process may result in liquidated damages incurred by Offeror as described in Section III - Model Contract .		
7.004	Upgrades and Performance Process	Offeror shall perform extensive testing on all system changes or upgrades to any of the inmate communication services, prior to introducing them to the County. At a minimum, this shall include the following:		
7.005	Upgrades and Performance Process	Circuit/network testing;		
7.006	Upgrades and Performance Process	Configuration / setting preservation testing;		
7.007	Upgrades and Performance Process	ITS: call processing, debit/pre-paid availability, international calling, private number database and settings;		
7.008	Upgrades and Performance Process	VVS: video visitation session quality and scheduling application;		
7.009	Upgrades and Performance Process	Tablets: access to all transactions, applications and applicable purchase processes; and		

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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7.010	Upgrades and Performance Process	Access to all inmate communication service user applications.		
7.011	Upgrades and Performance Process	Offeror shall provide the County with written details regarding any change to voice prompts, dialing or video visitation procedures or processes impacting inmates and end-users/visitors.		
7.012	Upgrades and Performance Process	Offeror shall receive written permission from the County, before scheduling or proceeding with any functionality changes to the inmate communication services at the Facilities, especially if the changes will cause an interruption in service.		
7.013	Upgrades and Performance Process	County, at its option, shall have a minimum of 2 weeks to notify inmates at the Facilities of any inmate communication services changes that affect the inmates or end-users/visitors.		
7.014	Upgrades and Performance Process	Offeror shall work with the Facilities to schedule all changes and/or upgrades during a time when the inmate communication services are not being used regularly by the inmates. Offeror shall coordinate a convenient time and day with the County to implement the changes or upgrades to avoid an interruption in service.		
7.015	Upgrades and Performance Process	At the request of County, Offeror shall coordinate the presence of a technician at the Facilities on the day of implementation to place test calls, video visitation session and Tablet transactions and ensure all inmate communication services are functioning properly.		
7.016	Upgrades and Performance Process	Offeror shall reconcile and validate the private telephone numbers database and associated configuration after each upgrade and report results within 3 business days of the upgrade.		
7.017	Upgrades and Performance Process	All said changes shall be made by Offeror at no cost to the County.		

SECTION H - ITS REQUIREMENTS

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SUBSECTION 1 - ITS SPECIFIC INSTALLATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
1.001	ITS Installation Requirements	All telephone equipment provided shall be fully operational at the time of the initial installation.		
1.002	ITS Installation Requirements	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 Addendum A- Section K (Facility Specifications).		
1.003	ITS Installation Requirements	Offeror shall install all new telephone equipment even if the selected Offeror is the incumbent inmate telephone service provider.		
1.004	ITS Installation Requirements	All telephone equipment shall be powered by the telephone line, not require an additional power source.		
1.005	ITS Installation Requirements	The telephones must not contain any exterior removable parts.		
1.006	ITS Installation Requirements	All telephone sets shall include volume control.		
1.007	ITS Installation Requirements	Offeror shall place placards containing dialing instructions in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, Mandarin, and Braille on each telephone. Placards shall also contain a notice in the same languages that will advise inmates of telephone monitoring and recording. This notice will be prominently posted in the area next to all inmate telephones. The notice will read: "NOTICE! Telephone calls will be recorded and may be monitored." Placards shall be replaced each time an inmate telephone set is replaced and/or when damaged or defaced so that the instructions and notice are no longer legible.		
1.008	ITS Installation Requirements	At no cost to the County, Offeror shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed or expanded buildings and Facilities.		
1.009	ITS Installation Requirements	If the installation of the additional telephones (inmate and visitation) is not completed within 30 days, Offeror may incur liquidated damages as described in Section III - Model Contract .		

SECTION H - ITS REQUIREMENTS

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SUBSECTION 2 - ITS AND USER APPLICATION SPECIFICATIONS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
2.001	ITS and User Application Specifications	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, and international calling and visitation sessions.		
2.002	ITS and User Application Specifications	The ITS shall be configured to process all or any combination of the following bill types, without limitation; collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.		
2.003	ITS and User Application Specifications	Offeror shall provide a sufficient number of bandwidth ensure inmates are allowed to place calls 99.9% of the time. County reserves the right to require Offeror to revise its configuration to County's reasonable satisfaction to resolve any inmate complaints of reception degradation or unavailable service which arise as a result of Offeror's ITS configuration. Such changes shall be completed by Offeror at no cost to County.		
2.004	ITS and User Application Specifications	At County's request, Offeror shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by County.		
2.005	ITS and User Application Specifications	The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Offeror shall accept County's reasonable decision regarding whether the reception quality is acceptable.		
2.006	ITS and User Application Specifications	Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.		
2.007	ITS and User Application Specifications	The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, voicemail, cellular telephones, ring-back tones, chain dialing.		

SECTION H - ITS REQUIREMENTS

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2.008	ITS and User Application Specifications	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. Offeror must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.		
2.009	ITS and User Application Specifications	With each call, the ITS must provide an automated message to advise both the inmate and the call recipient that the call is coming from a correctional facility, the call is coming from a specific inmate, and the call is being recorded and may be monitored. The automated message must be free of any charges. County reserves the right to request Offeror to modify/revise the recordings at any time during the Contract at no cost to County and within 30 days of the request.		
2.010	ITS and User Application Specifications	The automated message will be available in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, and Mandarin.		
2.011	ITS and User Application Specifications	The inmate and the call recipient are required to "acknowledge" the recording and possible monitoring of the calls by pressing "1" before the call will proceed.		
2.012	ITS and User Application Specifications	If either the inmate or the call recipient fails to press "1", the call will be terminated.		
2.013	ITS and User Application Specifications	With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, pre-paid, free. This recording must be free of any charges.		
2.014	ITS and User Application Specifications	The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:		
2.015	ITS and User Application Specifications	The inmate may record a name each time a call is placed. County requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS;		

SECTION H - ITS REQUIREMENTS

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2.016	ITS and User Application Specifications	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. County requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS; or		
2.017	ITS and User Application Specifications	No name is recorded. If County selects this option, the announcement to the called party should not include silence or an interruption where the name recording would normally be included.		
2.018	ITS and User Application Specifications	For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. County reserves the right to request Offeror to modify/revise the recordings at any time during the Contract at no cost to County and within 30 days of the request.		
2.019	ITS and User Application Specifications	ITS shall allow free local telephone calls from the intake/booking inmate telephones at Central Jail Complex at the initial time of booking only. Once the inmate has been transferred out of intake/booking, the ITS shall process all subsequent calls from the inmate as collect, pre-paid or debit unless the telephone number is configured as free in the ITS.		
2.020	ITS and User Application Specifications	Following the dialing sequence, Offeror shall indicate whether the ITS can be configured to either:		
2.021	ITS and User Application Specifications	Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up); or		
2.022	ITS and User Application Specifications	Place the inmate on-hold and not permit the inmate to hear the call progress.		
2.023	ITS and User Application Specifications	In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.		
2.024	ITS and User Application Specifications	The ITS shall be capable of processing and completing international collect calls.		
2.025	ITS and User Application Specifications	The ITS user application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries. Offeror shall indicate any of the search criteria which are not currently available:		

SECTION H - ITS REQUIREMENTS

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2.026	ITS and User Application Specifications	Inmate Name (First, Last);		
2.027	ITS and User Application Specifications	Inmate Personal Identification Number;		
2.028	ITS and User Application Specifications	Record Identifier;		
2.029	ITS and User Application Specifications	Date Range (Start Date/Time and End Date/Tim);		
2.030	ITS and User Application Specifications	Facility;		
2.031	ITS and User Application Specifications	Called Number;		
2.032	ITS and User Application Specifications	Originating Number;		
2.033	ITS and User Application Specifications	Station Name;		
2.034	ITS and User Application Specifications	Call Type;		
2.035	ITS and User Application Specifications	Bill Type;		
2.036	ITS and User Application Specifications	Duration;		
2.037	ITS and User Application Specifications	Call Amount;		
2.038	ITS and User Application Specifications	Flagged Calls;		
2.039	ITS and User Application Specifications	Monitored Calls;		
2.040	ITS and User Application Specifications	Recording Type;		
2.041	ITS and User Application Specifications	Completion Type;		
2.042	ITS and User Application Specifications	Termination Type;		
2.043	ITS and User Application Specifications	Validation Result;		

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2.044	ITS and User Application Specifications	Pre-Paid Card Number;		
2.045	ITS and User Application Specifications	Phone Group(s);		
2.046	ITS and User Application Specifications	Visitation Phone(s); and		
2.047	ITS and User Application Specifications	Custom Search.		
2.048	ITS and User Application Specifications	The ITS user application shall allow CDR query results to be exported in a format selected by County (.csv, PDF, Microsoft Excel 2010 or greater). Offeror shall indicate which reports are not currently available. Offeror shall include screen shots of the application to demonstrate this feature. Screen shots shall be included in the Offeror's response as outlined in Addendum A, Section B.1 (Proposal Order).		
2.049	ITS and User Application Specifications	At a minimum, the ITS user application shall be equipped to generate the following standard reports in addition to the CDRs:		
2.050	ITS and User Application Specifications	Call Statistics by Date Range;		
2.051	ITS and User Application Specifications	Frequently Called Numbers;		
2.052	ITS and User Application Specifications	Frequently Used Personal Identification Numbers;		
2.053	ITS and User Application Specifications	Commonly Called Number;		
2.054	ITS and User Application Specifications	Call Detail Report;		
2.055	ITS and User Application Specifications	Gross Revenue Report by Date Range;		
2.056	ITS and User Application Specifications	Facility Totals and Statistics;		
2.057	ITS and User Application Specifications	Called Party/Number Accepting Report;		
2.058	ITS and User Application Specifications	Fraud/Velocity Report;		

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2.059	ITS and User Application Specifications	Total Calls;		
2.060	ITS and User Application Specifications	Personal Allowable Numbers (PAN) Report;		
2.061	ITS and User Application Specifications	Pre-Paid Card Report;		
2.062	ITS and User Application Specifications	Debit Usage Report;		
2.063	ITS and User Application Specifications	Debit Balance and Funding Report;		
2.064	ITS and User Application Specifications	Pre-Paid Card Balance Report;		
2.065	ITS and User Application Specifications	Bill and Call Type Distribution;		
2.066	ITS and User Application Specifications	Phone Usage;		
2.067	ITS and User Application Specifications	Reverse Look-Up;		
2.068	ITS and User Application Specifications	User Audit Trail ; and		
2.069	ITS and User Application Specifications	Voice Verification.		
2.070	ITS and User Application Specifications	The ITS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Microsoft Excel 2010 or greater). Offeror shall include screen shots of the application to demonstrate the export feature. Screen shots shall be included in the Offeror's response as outlined in Addendum A - Section B.1 (Proposal Order) .		
2.071	ITS and User Application Specifications	Offeror shall provide the County with the capability to search, query and export end-user pre-paid account information for investigative purposes. County shall be capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, inmates from which calls are accepted, the number of completed calls with an associated date and time, any pre-paid funding fees and other applied charges and taxes.		

SECTION H - ITS REQUIREMENTS

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2.072	ITS and User Application Specifications	The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Offeror.		
2.073	ITS and User Application Specifications	Offeror's ITS user application shall at a minimum allow:		
2.074	ITS and User Application Specifications	Report generation to include the reports listed above;		
2.075	ITS and User Application Specifications	The creation, modification and deactivation of user accounts;		
2.076	ITS and User Application Specifications	The creation, modification and deactivation of inmate accounts;		
2.077	ITS and User Application Specifications	The creation and modification of telephone numbers in the ITS including entry of free and privileged telephone numbers without the assistance of Offeror;		
2.078	ITS and User Application Specifications	Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;		
2.079	ITS and User Application Specifications	Locating and accessing a specific recording by utilizing a unique recording/call identifier;		
2.080	ITS and User Application Specifications	Block/unblock telephone numbers without the assistance of Offeror;		
2.081	ITS and User Application Specifications	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.		
2.082	ITS and User Application Specifications	Program a specific speed dial code to selected telephone numbers as determined by County and at no cost to County and without the assistance of Offeror; and		
2.083	ITS and User Application Specifications	Query the CDRs for inmate activities and calling patterns, including the provision of reverse look-up at no cost to County. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect and pre-paid calls.		
2.084	ITS and User Application Specifications	The ITS shall have the capability to allow County to create, view and track service tickets associated with the ITS or Facilities.		

SECTION H - ITS REQUIREMENTS

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2.085	ITS and User Application Specifications	Offeror shall ensure continuous diagnostics and supervision for call processing and call recording. Offeror shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line.		
2.086	ITS and User Application Specifications	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) and meet these requirements:		
2.087	ITS and User Application Specifications	Offeror shall provide the number of TDD telephones and ports and VRS units specified in Addendum A - Section K (Facility Specifications); and		
2.088	ITS and User Application Specifications	TDD telephones shall be able to work with the ITS at the Facilities.		
2.089	ITS and User Application Specifications	The ITS must offer the called party an option to receive a rate quote during the call acceptance process.		
2.090	ITS and User Application Specifications	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 County, shall be provided at no cost to County. Offeror shall accept County's direction for how pro bono calling services are configured via the ITS.		
2.091	ITS and User Application Specifications	Offeror shall be able to establish an informant line at no cost to County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by County. Offeror shall accept County's direction for how the informant line is configured through the ITS.		
2.092	ITS and User Application Specifications	Offeror shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. Offeror shall accept County's direction for how the PREA line is configured through the ITS. At a minimum, Offeror shall:		
2.093	ITS and User Application Specifications	Provide an option for PREA calls to be processed via the ITS without the use of a PIN to ensure anonymity.		

SECTION H - ITS REQUIREMENTS

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2.094	ITS and User Application Specifications	Route free calls via the ITS to a destination provided and designated by County which may be the same as that used for the County informant line.		
2.095	ITS and User Application Specifications	At no cost to County, provide a telephone line to County dedicated for PREA calls to which the calls will be routed as free.		
2.096	ITS and User Application Specifications	Offeror shall have the capability to allow County to maintain the same telephone number currently in place at all Facilities and/or utilize any telephone number specified by the County.		

SUBSECTION 3 - ITS SECURITY FEATURES

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
3.001	ITS Security Features	The ITS shall prohibit:		
3.002	ITS Security Features	Direct-dialed calls of any type;		
3.003	ITS Security Features	Access to a live operator for any type of calls;		
3.004	ITS Security Features	Access to “411” information services;		
3.005	ITS Security Features	Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services unless pre-approved by the County; and		
3.006	ITS Security Features	Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.		
3.007	ITS Security Features	The ITS shall prevent call collision or conference calling among telephone stations.		
3.008	ITS Security Features	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). 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:		
3.009	ITS Security Features	At demarcation location;		
3.010	ITS Security Features	Central control; and		
3.011	ITS Security Features	By select housing units.		

SECTION H - ITS REQUIREMENTS

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3.012	ITS Security Features	The ITS shall not accept any incoming calls. Offeror shall work with the LEC to ensure such control.		
3.013	ITS Security Features	The ITS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.		
3.014	ITS Security Features	The ITS shall allow the called party to block their telephone number during the call acceptance process.		
3.015	ITS Security Features	As specified by County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.		
3.016	ITS Security Features	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 Facilities is specified in Addendum A - Section K (Facility Specifications) .		

SUBSECTION 4 - PERSONAL IDENTIFICATION NUMBER APPLICATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
4.001	Personal Identification Number Application	The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:		
4.002	Personal Identification Number Application	The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;		
4.003	Personal Identification Number Application	The capability to interface with County's JMS to allow for inmate PINs to be automatically transferred to the ITS. The JMS contact information is provided in Addendum A - Section K (Facility Specifications) . It is the Offeror’s responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Offeror will be able to meet the PIN requirements listed below with the initial implementation. County shall not be responsible for paying any amount associated with the required interface.		

SECTION H - ITS REQUIREMENTS

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4.004	Personal Identification Number Application	The capability to receive, accept and apply alphanumeric characters in an inmate's ID.		
4.005	Personal Identification Number Application	The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:		
4.006	Personal Identification Number Application	JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;		
4.007	Personal Identification Number Application	JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;		
4.008	Personal Identification Number Application	JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN; or		
4.009	Personal Identification Number Application	The ITS, without an interface with the JMS, auto-generates the complete PIN;		
4.010	Personal Identification Number Application	The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Offeror.		
4.011	Personal Identification Number Application	The ITS shall be capable of accepting a manually entered PIN.		
4.012	Personal Identification Number Application	If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released).		
4.013	Personal Identification Number Application	County currently utilizes a 11-digit PIN comprised of a 7-digit inmate ID and a unique 4-digit identifier (the inmate DOB - mmdd) as generated by the JMS. This configuration is the default and shall be active upon the initial implementation.		
4.014	Personal Identification Number Application	PINs shall not be required for booking/intake phone(s) at the OCSD Facilities.		
4.015	Personal Identification Number Application	PINs shall not be required for the Probation Facilities.		

SECTION H - ITS REQUIREMENTS

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4.016	Personal Identification Number Application	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 .		
4.017	Personal Identification Number Application	When an individual PIN is added or modified in the system, the ITS shall document the date/time and the user making the change.		

SUBSECTION 5 - PERSONAL ALLOWABLE NUMBER LISTS (PANs)

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
5.001	PANs	The ITS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with each PIN. PANs are not a requirement with the initial implementation.		
5.002	PANs	The ITS shall allow authorized users to set a universal quantity of PANs at the inmate level or override the default quantity of PANs for an inmate.		
5.003	PANs	The quantity of approved telephone numbers within a PAN shall be configurable.		
5.004	PANs	PANs shall allow authorized users to set a universal quantity of approved telephone numbers for each PIN.		
5.005	PANs	The ITS shall have the capability to track PAN changes based on a frequency required by County. The ITS shall have the capability to notify the user if a PAN change is requested to be made outside of the allowed timeframe (e.g. every 90 days).		
5.006	PANs	The proposed ITS shall document all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp).		
5.007	PANs	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.		

SUBSECTION 6 - MONITORING AND RECORDING REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
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SECTION H - ITS REQUIREMENTS

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6.001	Monitoring and Recording Requirements	The ITS shall be capable of monitoring and recording all inmate calls and visitation sessions from any telephone within the OCSF Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege. The ITS shall not be configured to record calls at the Probation Facilities.		
6.002	Monitoring and Recording Requirements	The ITS shall be capable of completing pro-per calls as directed by County. Pro-per inmates and/or telephone numbers identified by County may be restricted from recording and monitoring upon request by County. The ITS shall be capable of providing a report of all pro-per activity to County at a frequency specified by County.		
6.003	Monitoring and Recording Requirements	The ITS shall be able to exclude all private, blocked, or free calls and visitation sessions and clearly designate non-recorded calls/visitation sessions within the ITS user application.		
6.004	Monitoring and Recording Requirements	Offeror shall perform bi-annual (June 1st and December 1st) reconciliations of all private numbers and provide results to the County within 7 days of the start of the reconciliation. Reconciliations shall include the current list of private telephone numbers saved within the ITS, confirmation of any recordings (both prior to and after entry into the ITS), and confirmation of any ITS user that has accessed any potential recordings.		
6.005	Monitoring and Recording Requirements	The ITS shall allow designated users at the Facilities to play back a recorded call/visitation session in progress (e.g. live monitoring) via the ITS user application.		
6.006	Monitoring and Recording Requirements	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.		
6.007	Monitoring and Recording Requirements	The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.		

SECTION H - ITS REQUIREMENTS

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6.008	Monitoring and Recording Requirements	The live monitoring feature shall display a list of calls in progress to allow County to scan through all calls in progress or to listen to a specific call. At minimum the default view shall sort calls in chronological order. Private calls, such as attorney calls, shall be indicated as such in the display window and shall not have the capability to be live monitored or recorded. For the purpose of call monitoring, the County prefers that the ITS display the fields below. Offeror shall indicate any display fields not currently available.		
6.009	Monitoring and Recording Requirements	Call Start Time;		
6.010	Monitoring and Recording Requirements	Facility;		
6.011	Monitoring and Recording Requirements	Phone Location Name;		
6.012	Monitoring and Recording Requirements	Inmate Name;		
6.013	Monitoring and Recording Requirements	Inmate PIN;		
6.014	Monitoring and Recording Requirements	Called Number;		
6.015	Monitoring and Recording Requirements	Private/Attorney Call;		
6.016	Monitoring and Recording Requirements	Called City, State;		
6.017	Monitoring and Recording Requirements	Call Type;		

SECTION H - ITS REQUIREMENTS

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6.018	Monitoring and Recording Requirements	Bill Type;		
6.019	Monitoring and Recording Requirements	Cost;		
6.020	Monitoring and Recording Requirements	Call Status;		
6.021	Monitoring and Recording Requirements	Alert; and		
6.022	Monitoring and Recording Requirements	Duration.		
6.023	Monitoring and Recording Requirements	All CDRs, including all attempted and completed calls, shall be stored online for the life of the Contract. A copy of all CDRs shall be stored offline by the Offeror for a minimum period of 3 years following the expiration of the Contract.		
6.024	Monitoring and Recording Requirements	All call recordings and visitation sessions shall be stored online for the life of the Contract. A copy of all recordings shall be stored offline by the Offeror for a period of 3 years following the expiration or termination of the Contract and any renewal terms.		
6.025	Monitoring and Recording Requirements	Offeror shall be responsible for supplying all storage media (CDs/DVDs, USB drives) at no cost to County throughout the life of the Contract and any renewal terms.		
6.026	Monitoring and Recording Requirements	Offeror shall provide remote access to the ITS at no cost to County.		
6.027	Monitoring and Recording Requirements	The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on a Offeror-provided workstation.		

SECTION H - ITS REQUIREMENTS

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6.028	Monitoring and Recording Requirements	For the term of the Contract, County shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.		
6.029	Monitoring and Recording Requirements	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.		
6.030	Monitoring and Recording Requirements	The ITS user application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.		
6.031	Monitoring and Recording Requirements	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.		
6.032	Monitoring and Recording Requirements	The copying/burning application shall be internal to the ITS .		

SECTION I - VVS REQUIREMENTS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify “Read and Agree” or “Read and Do Not Agree” in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with “Read and Do Not Agree” require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County’s needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

SUBSECTION 1 - VIDEO VISITATION SERVICE

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
1.001	Video Visitation Service	The VVS shall consist of hardware, firmware and software designed to enable the County to initiate, monitor, record, and retrieve video visitation sessions.		
1.002	Video Visitation Service	The proposed VVS shall provide all operational features and system requirements applicable to all video visitation sessions placed through the VVS.		
1.003	Video Visitation Service	The VVS shall interface with the County’s JMS/ITS to allow for inmate and visitor information to be automatically transferred between the JMS and VVS. County will not be responsible for paying any amount(s) associated with the required interface(s). County prefers the inmate identifier utilized for the ITS is the same inmate identifier for the VVS.		
1.004	Video Visitation Service	Offeror shall provide internet test capability to remote video visitors.		
1.005	Video Visitation Service	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.		
1.006	Video Visitation Service	The VVS shall be capable of limiting the length of a video visitation session providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.		
1.007	Video Visitation Service	Offeror 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 a control workstation.		

SUBSECTION 2 - VVS SPECIFIC INSTALLATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
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SECTION I - VVS REQUIREMENTS

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2.001	VVS Installation Requirements	Offeror shall provide the County the number of VVS control workstation(s) specified in Addendum A - Section K (Facility Specifications). The workstations shall work in real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, 2 flat screen monitors, built in speakers, mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). Offeror shall also provide County the number of monitoring TVs (46" or greater) specified in Addendum A - Section K (Facility Specifications) .		
2.002	VVS Installation Requirements	VVS stations shall be suitable for a correctional environment, stainless steel, sturdy, vandal and tamper resistant with a shatter proof screen. VVS stations shall include the cord length requirements as those for telephone sets as described in Addendum A - Section K (Facility Specifications) .		
2.003	VVS Installation Requirements	The VVS stations shall not include any removable parts.		
2.004	VVS Installation Requirements	The VVS stations shall include volume control.		
2.005	VVS Installation Requirements	VVS stations shall include picture-in-picture viewing.		
2.006	VVS Installation Requirements	Upon installation of the VVS, Offeror 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.		
2.007	VVS Installation Requirements	The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.		
2.008	VVS Installation Requirements	Upon completion of the initial installation and any ongoing installations, Offeror shall provide County with a list of inmate and visitor video visitation stations, specifications, and location of each unit.		

SECTION I - VVS REQUIREMENTS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify “Read and Agree” or “Read and Do Not Agree” in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with “Read and Do Not Agree” require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County’s needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

2.009	VVS Installation Requirements	Offeror shall place placards containing video visitation use instructions in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, Mandarin and Braille on or near each station. The placards shall be replaced each time a VVS station is replaced and/or when damaged or defaced so that the instructions and notice are no longer legible.		
2.010	VVS Installation Requirements	Video visitation rate use flyers and/or additional video visitation related information shall be provided by Offeror upon County’s request and at no cost.		
2.011	VVS Installation Requirements	At no cost to County, Offeror shall install additional VVS stations, including monitoring and recording equipment as needed, within 45 days of request. This includes newly constructed or expanded OCSD Facilities. If Offeror fails to provide and install the additional visitation units within 45 days the Offeror shall be liable for liquidated damages as described in Section III - Model Contract .		

SUBSECTION 3 - VVS REGISTRATION AND SCHEDULING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
3.001	VVS Registration and Scheduling	The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and video visitation sessions using an internet browser and internet connection.		
3.002	VVS Registration and Scheduling	The VVS shall prohibit the scheduling of video visitation sessions for any visitor who has not been approved by County following the registration process.		
3.003	VVS Registration and Scheduling	The VVS shall have the capability to allow smart phone scheduling.		
3.004	VVS Registration and Scheduling	The VVS shall allow visitors to log in using a unique visitor ID or an email address and password.		
3.005	VVS Registration and Scheduling	The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with County’s visitation policies as part of the registration process and with each scheduled visitation session.		
3.006	VVS Registration and Scheduling	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process:		

SECTION I - VVS REQUIREMENTS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify “Read and Agree” or “Read and Do Not Agree” in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with “Read and Do Not Agree” require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County’s needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

3.007	VVS Registration and Scheduling	First Name;		
3.008	VVS Registration and Scheduling	Last Name;		
3.009	VVS Registration and Scheduling	Email;		
3.010	VVS Registration and Scheduling	Telephone Number / Cell Phone;		
3.011	VVS Registration and Scheduling	Username; and		
3.012	VVS Registration and Scheduling	Password.		
3.013	VVS Registration and Scheduling	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the scheduling process:		
3.014	VVS Registration and Scheduling	First Name;		
3.015	VVS Registration and Scheduling	Middle Name;		
3.016	VVS Registration and Scheduling	Last Name;		
3.017	VVS Registration and Scheduling	Credit Card;		
3.018	VVS Registration and Scheduling	Email;		
3.019	VVS Registration and Scheduling	Physical Address (Street Address, City, State, Zip);		
3.020	VVS Registration and Scheduling	Telephone Number;		
3.021	VVS Registration and Scheduling	Identification Type;		
3.022	VVS Registration and Scheduling	ID Number;		
3.023	VVS Registration and Scheduling	Username; and		

SECTION I - VVS REQUIREMENTS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify “Read and Agree” or “Read and Do Not Agree” in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with “Read and Do Not Agree” require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County’s needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

3.024	VVS Registration and Scheduling	Password.		
3.025	VVS Registration and Scheduling	The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an inmate if the inmate gets released.		
3.026	VVS Registration and Scheduling	The VVS shall be capable of sending the general public an email or text notification confirming the scheduled or canceled visit.		
3.027	VVS Registration and Scheduling	The VVS shall have the capability to display upcoming daily video visitation session information on one or multiple inmate station screens (i.e. inmate name, time of visit).		
3.028	VVS Registration and Scheduling	The VVS shall be capable of accommodating different sets of rules for onsite standard visitation, onsite video visitation and remote video visitation sessions.		
3.029	VVS Registration and Scheduling	The VVS shall allow authorized users at the OCSD Facilities to approve visitors before video visitation sessions can be scheduled; the VVS shall only allow the scheduling of sessions for approved visitors.		

SUBSECTION 4 - VVS USER APPLICATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
4.001	VVS User Application	The VVS user application must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria. In the event these criteria are not available within the user application at initial implementation, Offeror shall be liable for liquidated damages as described in Section III - Model Contract .		
4.002	VVS User Application	Inmate ID number;		
4.003	VVS User Application	Inmate name;		
4.004	VVS User Application	Visitor name;		
4.005	VVS User Application	Date and time of visit;		
4.006	VVS User Application	Inmate video visitation station; and		
4.007	VVS User Application	Daily, weekly and monthly visit statistics.		

SECTION I - VVS REQUIREMENTS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not Agree" in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with "Read and Do Not Agree" require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County's needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

4.008	VVS User Application	The VVS shall have the capability to allow authorized County staff to create the following restrictions with customizable durations:		
4.009	VVS User Application	Restrict a visitor from visiting certain inmate(s);		
4.010	VVS User Application	Restrict an inmate from visiting ALL visitors;		
4.011	VVS User Application	Restrict a visitor from visiting ALL inmates;		
4.012	VVS User Application	The VVS user application shall have the capability to support the following functions:		
4.013	VVS User Application	Set user ID;		
4.014	VVS User Application	Set/reset password;		
4.015	VVS User Application	Capture the user's first, middle and last name;		
4.016	VVS User Application	Manually terminate standard or video visitation sessions;		
4.017	VVS User Application	Report status of all standard and video visitation sessions (online or idle);		
4.018	VVS User Application	Stop, pause and restart any running visit;		
4.019	VVS User Application	Allow the County to enter comments or add notes to a visit;		
4.020	VVS User Application	Allow for station reassignment during any running visit;		
4.021	VVS User Application	Allow for visitation time extension during any running visit;		
4.022	VVS User Application	Customize the number of visits per the monitoring screen and the page rotation duration;		
4.023	VVS User Application	Designate a visitor as being an attorney or other professional entitled to confidential visits to prevent the visit from being recorded or monitored;		
4.024	VVS User Application	Manually schedule standard or video visitation sessions for a particular inmate, station, and date and time, on behalf of visitor(s);		
4.025	VVS User Application	Allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded;		
4.026	VVS User Application	Allow authorized users to download, share and/or view recordings; and		
4.027	VVS User Application	Include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).		

SUBSECTION 5 - VVS MONITORING AND RECORDING REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
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SECTION I - VVS REQUIREMENTS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify “Read and Agree” or “Read and Do Not Agree” in the OFFEROR RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Offeror. Items answered with “Read and Do Not Agree” require a statement from the Offeror in the Offeror COMMENT space as to why the requirement cannot be met and an explanation of how the Offeror proposes to meet County’s needs without the required item. All statements where Offeror responded with "Read and Do Not Agree" must be listed in Addendum A, Section M (Exceptions to RFP). Offeror comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

5.001	VVS Monitoring and Recording Requirements	The VVS must permit the County to fully record and monitor all standard and video visitation sessions from any standard or video visitation station within the OCSJ Facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.		
5.002	VVS Monitoring and Recording Requirements	The VVS shall automatically start each video visitation session at the designated start time.		
5.003	VVS Monitoring and Recording Requirements	The VVS shall allow 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 visitation session will count against the inmate's visitation quota.		
5.004	VVS Monitoring and Recording Requirements	The VVS shall automatically attempt to reconnect a video visitation session if connectivity is lost.		
5.005	VVS Monitoring and Recording Requirements	The VVS shall include an alert system that will detect visitation sessions made by a particular inmate or visitor.		
5.006	VVS Monitoring and Recording Requirements	The VVS should have the capability to display an onscreen countdown clock timer on the inmate and the visitor stations.		
5.007	VVS Monitoring and Recording Requirements	The County requires the retention of video visitation sessions online for a minimum of 90 days, but may require retention up to 1 year.		
5.008	VVS Monitoring and Recording Requirements	The VVS shall store all video visitation sessions offline for the life of the Contract plus 3 years after the termination of the contract.		

SECTION J - TABLET REQUIREMENTS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not

SUBSECTION 1 - TABLET SPECIFICATIONS

REQUIREMENT NUM	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
1.001	Tablet Specifications	Tablets shall interface with the County's JMS, commissary, ITS, and/or VVS, at no cost to the County allowing inmates to access Tablet services; County prefers the same inmate identifier is used for Tablets as the inmate identifier for ITS and VVS. The County will not be responsible for paying any amount(s) associated with the required interface(s).		
1.002	Tablet Specifications	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 Offeror. Inmates shall be prohibited from having any access to any external applications. Tablets must communicate with pre-approved applications and dedicated networks only.		
1.003	Tablet Specifications	Tablets shall be restricted to Offeror wireless access points only and shall be unable to connect to other wireless network access points. In the event tablets are able to access outside websites, networks, or applications, Offeror shall be liable for liquidated damages as described in Section III - Model Contract .		
1.004	Tablet Specifications	Offeror 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. The following reports (at a minimum), shall be made available for each OCSD Facility as applicable for monitoring and investigative purposes. In the event remote access and/or requested reporting is not available by implementation, Offeror shall be liable for liquidated damages as described in Section III - Model Contract . New reports, as requested by County, shall be developed and provided by Offeror at no cost to County:		
1.005	Tablet Specifications	Transactions by inmate;		
1.006	Tablet Specifications	Application usage by inmate;		
1.007	Tablet Specifications	Totals by inmate;		
1.008	Tablet Specifications	Totals by Tablet;		
1.009	Tablet Specifications	Daily, weekly and monthly statistics.		
1.010	Tablet Specifications	Offeror's user application for the Tablet solution shall provide the capability to export the reports in a mutually agreed upon format agreed to by County and Offeror.		

SECTION J - TABLET REQUIREMENTS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not

1.011	Tablet Specifications	Offeror 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.		
1.012	Tablet Specifications	Tablets shall be provided to the County pre-loaded with the County approved applications offering a variety of games, music and entertainment, free applications / services, including law library and educational programs.		
1.013	Tablet Specifications	Tablets provided by Offeror shall be configured to provide certain "free" services to the inmate population at no charge. Such "free" services shall include:		
1.014	Tablet Specifications	Clock;		
1.015	Tablet Specifications	Calendar;		
1.016	Tablet Specifications	Dictionary;		
1.017	Tablet Specifications	Calculator;		
1.018	Tablet Specifications	PDF documents approved by County;		
1.019	Tablet Specifications	PDF viewer;		
1.020	Tablet Specifications	Electronic submission of inmate requests;		
1.021	Tablet Specifications	Commissary purchases;		
1.022	Tablet Specifications	Debit purchases;		
1.023	Tablet Specifications	Trust account look-up;		
1.024	Tablet Specifications	Inmate handbook;		
1.025	Tablet Specifications	Inmate notices/bulletins; and		
1.026	Tablet Specifications	Court date/release information.		
1.027	Tablet Specifications	The reports shall be available to County and its agency partners from all control workstations and remote access computers depending on the user's access level.		

SUBSECTION 2 - TABLET SPECIFIC INSTALLATION REQUIREMENTS

REQUIREMENT NUM	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
2.001	Tablet Installation Requirement	Tablets shall be suitable for a correctional environment, sturdy, vandal and tamper resistant and shall be enclosed in a durable, sealed case.		
2.002	Tablet Installation Requirement	Tablets shall not utilize external speakers. Offeror shall ensure earbuds are clear and designed in accordance with standard correctional security and environmental concerns, including suicide prevention.		
2.003	Tablet Installation Requirement	Tablets shall be capable of restricting inmate usage to the specific housing units to which the inmate is assigned.		

SECTION J - TABLET REQUIREMENTS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not

2.004	Tablet Installation Requirement	Offeror shall provide informational flyers/posters in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, and Mandarin outlining all Tablet services/offerings, and the cost of those services to post at the OCSD Facilities at no cost to County.		
2.005	Tablet Installation Requirement	Upon completion of the initial installation and any ongoing installations, Offeror shall provide County with a list of all Tablets, charging stations, equipment specifications and locations of each device.		
2.006	Tablet Installation Requirement	Offeror shall provide County with the number of mobile charging stations as outlined in Addendum A, Section K (Facility Specifications) .		

SUBSECTION 3 - KIOSKS

REQUIREMENT NUM	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
3.001	Kiosks	County may require Offeror to provide payment kiosks at the OCSD Facilities to allow the newly booked inmates to deposit funds into their trust account during the booking process at no cost to County.		
3.002	Kiosks	Upon each completed transaction, the booking kiosk(s) shall print receipts and take a picture of the inmate. The booking kiosk shall be capable of providing (2) two copies of receipts.		
3.003	Kiosks	During the life of the Contract, Offeror shall ensure no fees/charges are implemented for deposits made by inmates through the booking kiosk(s). County shall notify Offeror of any changes to the fees/charges.		
3.004	Kiosks	County requires Offeror to provide lobby payment kiosks at the OCSD Facilities, as identified in Addendum A, Section K (Facility Specifications) for use by visitors to the Facilities as a supplement to the current cashier processes for receiving trust fund payments. The kiosks 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.		
3.005	Kiosks	Offeror shall be responsible for all maintenance, collections, accounting, reporting and remitting of funds back to County for deposit into the appropriate inmate account.		
3.006	Kiosks	Offeror agrees to provide cash collection services for the Kiosks at no cost to County and at a frequency approved by County. County prefers Offeror utilized armed personnel for cash collection services.		
3.007	Kiosks	Offeror shall be capable of providing authorized users with access to transaction history and inmate photos as well as the option to print additional receipts.		
3.008	Kiosks	Offeror shall provide to County a detailed weekly ACH reconciliation report that includes all credit and debit card and cash transactions for the preceding week (Monday through Friday).		
3.009	Kiosks	Vendor shall be responsible for any costs associated with an interface if one is required to implement any of the technologies associated with the Kiosks.		
3.010	Kiosks	County will not be responsible for any costs associated with the installation and ongoing maintenance, repair or replacement of the Kiosks.		
3.011	Kiosks	Offeror shall detail all fees/charges associated with the Kiosks in Addendum A, Section L (Rates, Fees and Revenue Share) .		
3.012	Kiosks	Offeror shall be responsible for all maintaining and properly securing all tools and keys associated with the Kiosks.		
3.013	Kiosks	Before any changes to the fees/charges associated with deposits through the lobby kiosks are implemented, Offeror must submit a written request to receive approval from the County.		

SUBSECTION 4 - ELECTRONIC TRUST ACCOUNT DEPOSIT

REQUIREMENT NUM	REQUIREMENT TYPE	DESCRIPTION	OFFEROR RESPONSE	OFFEROR COMMENT
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SECTION J - TABLET REQUIREMENTS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not

4.001	Trust Account Deposit User	Offeror shall provide multiple funding methods to allow users to fund inmate trust accounts. These methods shall include, but not be limited to, telephone funding (both live agent and automated) and online funding through Offeror's website and mobile application.		
4.002	Trust Account Deposit User	Offeror shall provide County and its Designated Agent with remote access to its web based user application for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the applications/services provided under this RFP and subsequent Contract. Remote access shall be provided by Offeror at no cost to County or its Designated Agent.		
4.003	Trust Account Deposit User	At no cost to County, offeror shall provide analytical features, including searchable interfacing in order to establish funding-relationships of all "linked" people making similar transactions.		
4.004	Trust Account Deposit User	Access to Offeror's system shall require the use of a username and password. The access levels shall be designated by County.		
4.005	Trust Account Deposit User	The lobby kiosk shall have the capability to record all activity of the user in an auditable format which may be tracked through Offeror's system.		
4.006	Trust Account Deposit User	Offeror shall store all reports and data online for the life of the Contract. A copy of all reports and data shall be stored offline by Offeror for a minimum period of two (2) years following the expiration or termination of the Contract. Archival and/or offline transactions, reports, and data shall be retrieved and provided by Offeror to County within two (2) business days upon receipt of the requested transactions, reports, and/or data.		
4.007	Trust Account Deposit User	Offeror's system shall have capability to allow County to query all transactions and data stored.		
4.008	Trust Account Deposit User	Offeror's system shall have the capability to alert County staff of specific activity based on pre-set criteria in Offeror's system via email.		
4.009	Trust Account Deposit User	Offeror's system shall have the capability to track certain activities and patterns. The following reports (at a minimum) shall be made available as applicable for monitoring and investigative purposes. New reports, as requested by County, shall be produced by Offeror at no cost to County.		
4.010	Trust Account Deposit User	Deposits by inmate;		
4.011	Trust Account Deposit User	Deposits by sender;		
4.012	Trust Account Deposit User	Daily, weekly, and monthly statistics;		
4.013	Trust Account Deposit User	Totals by inmate;		
4.014	Trust Account Deposit User	Totals by kiosk;		

SECTION J - TABLET REQUIREMENTS

This section of the RFP requires a response from Offeror. Offeror shall indicate whether Offeror will comply with the requirement, as written. Offeror shall specify "Read and Agree" or "Read and Do Not

4.015	Trust Account Deposit User	Totals by Facility; and		
4.016	Trust Account Deposit User	Totals by transaction type.		
4.017	Trust Account Deposit User	Offeror's system shall provide the capability to customize reports in a format mutually agreed upon by County.		
4.018	Trust Account Deposit User	Offeror's system shall have the ability to capture all activity and tasks performed by each system user.		
4.019	Trust Account Deposit User	These services shall be provided to County at no cost.		

SECTION K - FACILITY SPECIFICATIONS

SUBSECTION 1 - FACILITY INFORMATION & EQUIPMENT REQUIREMENTS*

Data Category	Central Jail Complex	Theo Lacy Facility	Western Medical Ward	Juvenile Hall
Average Daily Population (ADP):				
Number of Beds:	1,813	3,442	11	325
Facility Type:	OCSD Facility	OCSD Facility	OCDS Facility	Probation Facility
Inmate Type:	County	County	County	County
Call Time Limit:	30 Minutes	30 Minutes	30 Minutes	30 Minutes
Hours of Availability for Inmate Telephones:	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	07:00 p.m. - 08:30 p.m.
Hours of Availability for Booking Telephones:	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	N/A
Inmate Telephones Required**:	316	302	0	72
Required Telephone Cord Length (Inmate Telephones):	18"	18"	N/A	18"
Visitation Telephones Required:	182 (91 stations)	212 (106 stations)	0	0
Required Telephone Cord Length (Visitation Telephones):	32"	32"	N/A	N/A
Portable Phones Required:	3	3	2 Cordless	N/A
TDD Devices Required:	1	2	1	1
VRS Units Required:	1	1	0	0
Inmate Video Visitation Stations Required:	87	63	0	0
Required Cord Length (Inmate Video Visitation Stations):	18"	18"	N/A	N/A
Required VVS Control Workstations:	3	2	N/A	N/A
Required Tablets:	907	1,721	0	0
Required Charging Stations:	36	69	0	0
Required Kiosks (Lobby):	1	1	0	0
CellSense Units:	5	5	N/A	N/A
Required Kiosks (Booking):	1	1	N/A	N/A
Required Kiosks (Registration)	1	1	N/A	N/A

SUBSECTION 2 - INTERFACE CONTACT INFORMATION

Service Provider Type	Company & Contact Name	Contact Telephone Number	Email
JMS Contact	Diane O'Chareon, OCSD	(714) 937-1768	DOChareon@ocsd.org
Commissary Contact	Diane O'Chareon, OCSD	(714) 937-1768	DOChareon@ocsd.org

SUBSECTION 3 - AVERAGE MONTHLY STATISTICS (BASED ON 12 MONTHS OF DATA)

Category	Number of Calls	Number of Minutes	Bulk Purchases
Collect/Direct Bill	4,009	21,483	N/A
Pre-Paid Collect	133,155	1,217,073	N/A
Pre-Paid Card/Debit	0	0	0

SECTION K - FACILITY SPECIFICATIONS

SUBSECTION 4 - CURRENT ITS CALLING RATES

Category	First Minute	Additional Minutes	Avg Cost/Call
Local			
Collect/Direct Bill	\$ 0.23	\$ 0.23	\$ 1.32
Pre-Paid Collect	\$ 0.23	\$ 0.23	\$ 2.68
Intralata/Intrastate			
Collect/Direct Bill	\$ 0.23	\$ 0.23	\$ 1.35
Pre-Paid Collect	\$ 0.23	\$ 0.23	\$ 2.66
Interlata/Interstate and Domestic International			
Collect/Direct Bill	\$ 0.25	\$ 0.25	\$ 2.67
Pre-Paid Collect	\$ 0.21	\$ 0.21	\$ 2.25
International			
Collect/Direct Bill	See Addendum A, Section K.1 (Current International Rates)		
Pre-Paid Collect			

SUBSECTION 5 - CURRENT ITS FEES

Fee Description	Name	Amount	Frequency
Pre-Paid Collect Funding Fee via IVR or Web		\$ 3.00	Per transaction
Pre-Paid Collect Funding Fee via Live Agent		\$ 5.99	Per transaction
Paper Bill Statement Fee		\$ 2.00	Per monthly statement
Single Call Service		\$ 3.00	Per Call

* James A. Musick facility will open at some point during the Contract term. It is not currently known what the inmate population and required equipment will be, but the new construction includes a total of 896 beds.

** The total number of required inmate telephones is inclusive of approximately 15 new intake/receiving phones that will need to be installed during transition and initial installation. It also includes the phones that will be designated for use solely by pro per inmates.

K.1 Current International Rates

SECTION K.1 - CURRENT INTERNATIONAL RATES		
Country Code	Country	Per Minute
7	Russia	\$0.60
20	Egypt, Arab Republic of	\$0.60
27	South Africa, Republic of	\$0.60
30	Greece	\$0.60
31	Netherlands	\$0.60
32	Belgium	\$0.60
33	France	\$0.60
34	Spain	\$0.60
36	Hungary	\$0.60
39	Italy	\$1.00
39	Vatican City	\$0.60
40	Romania, Socialist Republic of	\$0.60
41	Switzerland	\$1.00
43	Austria	\$0.60
44	United Kingdom	\$0.60
45	Denmark	\$0.60
46	Sweden	\$0.60
47	Norway (including Svalbard)	\$0.60
48	Poland, People's Republic of	\$0.60
49	Germany	\$0.60
51	Peru	\$1.00
52	Mexico	\$0.60
53	Cuba	\$1.50
53	Guantanamo (U.S. Naval Base)	\$2.50
54	Argentina	\$0.60
55	Brazil	\$0.60
56	Chile	\$1.00
57	Colombia	\$0.60
58	Venezuela	\$1.00
60	Malaysia	\$0.60
61	Australia	\$0.60
61	Christmas & Cocos Islands	\$0.60
62	Indonesia	\$0.60
63	Philippines	\$0.60
64	New Zealand (Including Chatham Island)	\$0.60
65	Singapore, Republic of	\$0.60
66	Thailand	\$0.60
81	Japan (Including Okinawa)	\$0.60
82	Korea, South	\$0.60
84	Vietnam, Socialist Republic of	\$0.60
86	China, P.R.of	\$0.60
90	Turkey	\$1.00
91	India	\$0.60
92	Pakistan	\$0.60
93	Afghanistan	\$2.00

K.1 Current International Rates

Country Code	Country	Per Minute
94	Sri Lanka, Democratic Socialist	\$0.60
95	Myanmar	\$3.00
98	Iran	\$0.60
212	Morocco, Kingdom of	\$0.50
213	Algeria	\$1.00
216	Tunisia, Democratic Republic of	\$1.00
218	Libyan Arab People's Socialist Jamahiriya	\$1.00
220	Gambia	\$1.00
221	Senegal Republic	\$1.00
222	Mauritania, Islamic Republic of	\$1.50
223	Mali, Republic of	\$0.60
224	Guinea, People's Revolutionary Republic	\$1.00
225	Ivory Coast, Republic of	\$1.00
226	Burkina Faso	\$0.60
227	Niger, Republic of	\$1.50
228	Togo, Republic of	\$0.60
229	Benin,	\$0.60
230	Mauritius	\$2.00
231	Liberia	\$1.00
232	Sierra Leone	\$1.00
233	Ghana	\$0.60
234	Nigeria, Federal Republic of	\$0.60
235	Chad, R. of	\$2.50
236	Central African Republic	\$1.50
237	Cameroon	\$0.60
238	Cape Verde Islands	\$0.60
239	Sao Tome	\$3.00
240	Equatorial Guinea, R.of	\$3.00
241	Gabon Republic	\$1.50
242	Congo, R.of	\$1.50
243	Zaire, Republic of	\$1.50
244	Angola	\$0.60
245	Guinea-Bissau	\$1.00
246	Diego Garcia	\$4.00
247	Ascension Island	\$2.00
248	Seychelles Islands	\$1.50
249	Sudan	\$0.60
250	Rwanda	\$0.60
251	Ethiopia	\$0.60
252	Somali Republic	\$2.00
253	Djibouti, R.of	\$1.00
254	Kenya, Republic of	\$0.60
255	Tanzania	\$1.00
256	Uganda	\$1.50
257	Burundi	\$1.00
258	Mozambique	\$2.00
260	Zambia	\$1.50

K.1 Current International Rates

Country Code	Country	Per Minute
261	Madagascar, Democratic Republic of	\$3.00
262	Reunion Island	\$2.00
263	Zimbabwe	\$1.00
264	Namibia	\$1.50
265	Malawi	\$1.50
266	Lesotho	\$1.50
267	Botswana	\$0.60
268	Swaziland	\$1.50
269	Comoros, Federal and Islamic Republic of	\$2.00
269	Mayotte Island	\$3.00
290	St. Helena, Republic of	\$2.50
291	Eritrea	\$0.60
297	Aruba	\$0.60
298	Faeroe Islands	\$0.60
299	Greenland	\$0.60
350	Gibraltar	\$1.50
351	Portugal (Including Azores and Madeira Islands)	\$0.60
352	Luxembourg	\$0.60
353	Ireland	\$0.60
354	Iceland	\$1.00
355	Albania	\$1.50
356	Malta, Republic of	\$1.50
357	Cyprus	\$1.00
358	Finland	\$0.60
359	Bulgaria	\$0.60
370	Lithuania	\$1.50
371	Latvia	\$1.50
372	Estonia	\$1.50
373	Moldova	\$0.60
374	Armenia	\$0.60
375	Belarus	\$0.60
376	Andorra	\$1.00
377	Monaco	\$1.00
378	San Marino	\$0.60
380	Ukraine	\$0.50
381	Yugoslavia, Federal Republic of	\$0.60
385	Croatia, R.of	\$1.00
386	Slovenia, Republic of	\$1.00
387	Bosnia-Herzegovina,R.of	\$1.00
389	Macedonia, Former Yugoslav Republic of	\$1.00
420	Czech Republic	\$1.00
421	Slovakia	\$1.00
423	Liechtenstein	\$1.00
500	Falkland Islands	\$1.50
501	Belize	\$0.60
502	Guatemala	\$0.60
503	El Salvador	\$0.60

K.1 Current International Rates

Country Code	Country	Per Minute
504	Honduras	\$0.60
505	Nicaragua	\$0.60
506	Costa Rica	\$0.50
507	Panama, Republic of	\$0.60
508	St. Pierre & Miquelon	\$1.50
509	Haiti	\$0.60
590	Guadeloupe	\$1.00
591	Bolivia	\$0.60
592	Guyana	\$0.60
593	Ecuador	\$0.60
594	French Guiana	\$1.50
595	Paraguay	\$0.60
596	French Antilles (Martinique, St. Barthelemy and St. Martin)	\$1.50
597	Suriname, Republic of	\$1.50
598	Uruguay	\$0.60
599	Netherlands Antilles	\$0.60
670	East Timor	\$2.00
672	Norfolk Island	\$3.00
673	Brunei	\$1.00
674	Nauru	\$4.50
675	Papua New Guinea	\$1.50
676	Tonga Islands	\$1.50
677	Solomon Islands	\$3.00
678	Vanuatu, Republic of	\$4.00
679	Fiji Islands	\$1.50
680	Palau, Republic of	\$1.50
681	Wallis & Fortuna Islands	\$4.50
682	Cook Islands	\$2.00
683	Niue	\$5.00
685	Western Samoa	\$1.00
686	Kiribati	\$1.50
687	New Caledonia	\$1.50
688	Tuvalu	\$2.00
689	French Polynesia	\$2.00
692	Marshall Islands	\$1.00
784	St. Vincent and The Grenadines	\$0.60
850	Korea, North	\$3.00
852	Hong Kong	\$0.60
853	Macao	\$1.50
855	Cambodia	\$3.00
856	Laos	\$3.00
880	Bangladesh, P.R. of	\$0.60
886	Taiwan	\$0.60
960	Maldives, Republic of	\$1.50
961	Lebanon	\$0.60
962	Jordan	\$0.60
963	Syrian Arab Republic	\$0.60

K.1 Current International Rates

Country Code	Country	Per Minute
964	Iraq	\$0.60
965	Kuwait	\$0.60
966	Saudi Arabia	\$0.60
967	Yemen	\$0.50
968	Oman	\$0.60
971	United Arab Emirates	\$0.60
972	Israel	\$0.60
973	Bahrain	\$1.00
974	Qatar	\$1.50
975	Bhutan	\$2.00
976	Mongolian People's Republic	\$0.60
977	Nepal	\$0.60
992	Tajikistan	\$1.00
993	Turkmenistan	\$1.50
994	Azerbaijan	\$0.60
995	Georgia	\$0.60
996	Kyrgyzstan	\$1.50
998	Uzbekistan	\$0.60

SECTION L - RATES, FEES AND REVENUE SHARE/COST RECOUPMENT

SECTION L - RATES, FEES AND REVENUE SHARE/COST RECOUPMENT					
OPTION 1 ITS REQUIRED CALLING RATES			OPTION 2 ITS ALTERNATIVE (LOWER) CALLING RATES		
Category	Per Minute Rate	Maximum Cost of Call (30 Minutes)	Category	Per Minute Rate	Maximum Cost of Call (30 Minutes)
Local			Local		
Collect/Direct Bill	\$ 0.23	\$ 6.90	Collect/Direct Bill		
Pre-Paid Collect	\$ 0.23	\$ 6.90	Pre-Paid Collect		
Pre-Paid Card/Debit	\$ 0.23	\$ 6.90	Pre-Paid Card/Debit		
Intralata/Intrastate			Intralata/Intrastate		
Collect/Direct Bill	\$ 0.23	\$ 6.90	Collect/Direct Bill		
Pre-Paid Collect	\$ 0.23	\$ 6.90	Pre-Paid Collect		
Pre-Paid Card/Debit	\$ 0.23	\$ 6.90	Pre-Paid Card/Debit		
Interlata/Intrastate			Interlata/Intrastate		
Collect/Direct Bill	\$ 0.23	\$ 6.90	Collect/Direct Bill		
Pre-Paid Collect	\$ 0.23	\$ 6.90	Pre-Paid Collect		
Pre-Paid Card/Debit	\$ 0.23	\$ 6.90	Pre-Paid Card/Debit		
Interlata/Interstate and Domestic Int'l			Interlata/Interstate and Domestic Int'l		
Collect/Direct Bill	\$ 0.25	\$ 7.50	Collect/Direct Bill		
Pre-Paid Collect	\$ 0.21	\$ 6.30	Pre-Paid Collect		
Pre-Paid Card/Debit	\$ 0.21	\$ 6.30	Pre-Paid Card/Debit		
International			International		
Collect/Direct Bill	\$ 0.50	\$ 15.00	Collect/Direct Bill		
Pre-Paid Collect	\$ 0.50	\$ 15.00	Pre-Paid Collect		
Pre-Paid Card/Debit	\$ 0.50	\$ 15.00	Pre-Paid Card/Debit		
ITS REQUIRED FEES			ITS ALTERNATIVE FEE STRUCTURE		
Fee Type	Amount	Frequency	Fee Type	Amount	Frequency
Pre-Paid Collect Funding Fee			Pre-Paid Collect Funding Fee		
IVR/Automated	\$ 3.00	Per Transaction	IVR/Automated		
Live Representative	\$ 5.95	Per Transaction	Live Representative		
Third Party (Offeror Specify)	-	Pass Through	Third Party (Offeror Specify)		

SECTION 2 - VVS RATES, FEES AND REVENUE SHARE/COST RECOUPMENT

SECTION 2 - VVS RATES, FEES AND REVENUE SHARE/COST RECOUPMENT					
OPTION 1 REQUIRED VVS RATES			OPTION 2 ALTERNATIVE (LOWER) VVS RATES		
Category	Per Minute Rate	Avg Cost/Visit 30 Minutes	Category	Per Minute Rate	Avg Cost/Visit 30 Minutes
30-Minute Remote Video Visitation Session (After 90 day Trial Period):	\$ 0.30	\$ 9.00	30-Minute Remote Video Visitation Session (After 90 day Trial Period):		
All Other Fees:	Not Allowed		All Other Fees:		

SECTION L - RATES, FEES AND REVENUE SHARE/COST RECOUPMENT

SECTION 3 - TABLET APPLICATION FEES AND REVENUE SHARE/COST RECOUPMENT

OPTION 1 REQUIRED TABLET RATES			OPTION 2 ALTERNATIVE (LOWER) TABLET RATES		
Category	Fee Name	Fee Amount	Category	Fee Name	Fee Amount
Educational Content	N/A	No Charge to Inmates	Educational Content	N/A	No Charge to Inmates
Religious Content	N/A	No Charge to Inmates	Religious Content	N/A	No Charge to Inmates
Inmate Grievances/Requests	N/A	No Charge to Inmates	Inmate Grievances/Requests	N/A	No Charge to Inmates
Law Library	N/A	No Charge to Inmates	Law Library	N/A	No Charge to Inmates
Commissary Ordering	N/A	No Charge to Inmates	Commissary Ordering	N/A	No Charge to Inmates
Electronic Messages	Per-Message Fee		Electronic Messages		
Video Messages	Per-Message Fee		Video Messages		
Entertainment Media - Games	Per-Minute Fee		Entertainment Media - Games		
Entertainment Media - Movies	Per-Minute Fee		Entertainment Media - Movies		
Entertainment Media - Music	Per-Minute Fee		Entertainment Media - Music		
Entertainment Media - Streaming	Per-Minute Fee		Entertainment Media - Streaming		

Revenue Share and Cost Recoupment			Revenue Share and Cost Recoupment		
Category	Amount	Frequency	Category	Amount	Frequency
Revenue Share (%)			Revenue Share (%)		
Monthly Administrative Payment	\$ 50,000.00	Monthly	Monthly Administrative Payment	\$ 50,000.00	Monthly
ITS Monthly Minimum Guarantee			ITS Monthly Minimum Guarantee		

FAILURE TO SIGN BELOW WILL DISQUALIFY Offeror'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.

Offeror Name: _____

Authorized Representative: _____

Signature: _____

Date: _____

SECTION M - EXCEPTIONS TO THE RFP

All County RFP requirements by section, subsection or requirement number for which Offeror has stated "Read and Do Not Agree" are considered exceptions and must be documented in this form. Offeror may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Offeror should write "No Exceptions" under #1 below. Offeror exceptions/comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

Exception Number	RFP Section, Subsection AND Requirement Number	Describe 1) The nature of the exception AND 2) How Offeror's response will still meets the RFP requirements.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

SECTION N - EXCEPTIONS TO CONTRACT TERMS

All Offeror Exceptions to the terms and conditions of Section III - Inmate Communication Services Model Contract Terms shall be noted in this form. Offeror may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Offeror should write "No Exceptions" under #1 below. Offeror exceptions/comments will be evaluated in accordance with Addendum A, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

Exception Number	RFP Section, Subsection AND Requirement Number	Describe 1) The nature of the exception AND 2) How Offeror's response will still meet the RFP requirements.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

SECTION O - RECEIPT OF ADDENDA

Offeror is required to complete and return this form with the proposal response. Attach a copy of each Addendum, if any, along with this form. Offeror responses must address and include any and all requirements found in the issued addenda. County may deem Offeror Proposal as non-compliant and subject to disqualification if Section O (Receipt of Addenda) is not included in the Offeror's response as outlined in Addendum A, Section B.1 (Proposal Order).

Offeror IS REQUIRED TO COMPLETE. SIGN, PRINT AND RETURN FORM WITH ITS RFP RESPONSE REGARDLESS OF WHETHER ADDENDA WERE ISSUED.

A. Offeror hereby acknowledges receipt of the following Addenda:

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

OR:

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

Check Here if No Addendum Issued _____ Date _____ Initials _____

Signature of Authorized Individual

Name and Position

SECTION P - JOB WALK REGISTRATION FORM

This Job Walk Registration Form must be completed and returned to the RFP contact specified in the RFP on or before the date specified in the Proposed Time Schedule. The Facilities will provide an escort.

Provide the following information for the Offeror representative(s) that will be attending the job walk which will be held on the date specified in the Schedule of Events.

Offeror Name:	
Address - Line 1:	
Address - Line 2:	
Main Contact Phone Number:	
Main Contact Email Address:	

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:	

ATTACHMENT C
REVENUE SHARING AND COST RECOUPMENT

(Complete and submit as instructed in Part 3 of Section II – Proposal Response Requirements)

[THE REVENUE SHARING AND COST RECOUPMENT WILL INCLUDE DETAILS BASED ON THE PROPOSAL RESPONSES RECEIVED IN RFP SECTION II, PROPOSAL RESPONSE REQUIREMENTS/MINIMUM QUALIFICATIONS, PART 3, OFFEROR’S PROPOSAL, INCLUDING SECTIONS E AND L OF ADDENDUM A – MANDATORY INMATE COMMUNICATIONS REQUIREMENTS]

This is a Revenue Sharing Contract between the County and the Contractor for service provided in Attachment A, Scope of Work. Contractor shall pay revenue to the County as follows:

Contractor shall pay, on a monthly basis, the greater of a Minimum Monthly Guarantee (“MMG”) and a revenue share calculated on Gross Revenue, by the 15th of the month immediately following the month in which the revenue was earned. If Contractor determines no additional revenue is owed for any given month, Contractor shall certify this to the County by the 10th calendar day of the month immediately following the month to which the certification relates, and no additional revenue will be due for the preceding month.

Contractor shall pay the County \$[TBD] per month as an administrative payment to recover County’s internal and external costs associated with management of inmate communications, which is due and payable on the 15th of each month concurrently with the monthly revenue.

Category	Amount	Frequency
Revenue Share (%)		
Monthly Administrative Payment	\$50,000.00	Monthly
ITS Monthly Minimum Guarantee		

Revenue, administrative payments, and the certification described above shall be sent by Contractor to the County at the following address:

County of Orange
Sheriff-Coroner/Financial Services Division 320 N Flower St., Suite 108
Santa Ana, CA 92703
Attn: Cindy Vuong
Ph: 714.834.6787

ORANGE COUNTY
SHERIFF-CORONER DEPARTMENT
SECURITY CLEARANCE APPLICATION

Please read and answer all questions. Information you provide will be verified and a criminal background check will be conducted. Any omissions, falsifications or misstatements on this application will result in your application being denied.

Return completed application with a copy of you DMV issued Driver's License and a copy of your Social Security card or U.S. Passport.

PRINT ALL INFORMATION - Contractor Volunteer Notary Paralegal Other _____

Full Name _____

Residence Address _____ City _____ Zip _____

Res. Phone _____ Soc. Sec. # _____ Drivers. Lic. # _____ State _____

Cell Phone _____ E-Mail Address _____

Age _____ DOB _____ HT. _____ WT _____ Eyes _____ Hair _____

Employer _____ Phone _____

Immediate Supervisor's Name _____ Phone _____

Employer's Address _____ City _____ Zip _____

Emergency Contact Information

Name: _____ Telephone: Day _____ Evening _____

Address _____ City _____ Zip _____

Relationship _____

I hereby certify that the above information is true and correct. I acknowledge that this Security Clearance form is the property of the Orange County Sheriff's Department.

As a condition of my request to enter the Orange County Jail or Court system I hereby authorize the Orange County Sheriff's Department to conduct a criminal background investigation.

Signature of Applicant: _____ **Date:** _____

SECURITY INFORMATION

1. Security clearance will be required of all persons entering the facility.
2. Upon entering the Orange County Jail, a Government form of identification bearing my picture will be required. I will pick up a visitor I.D. card to be worn in a conspicuous place at all times. I will return it to main control any time I leave the facility.
3. I may be required to submit to a search of my person and possessions at any time while inside the Orange County Jail facilities or prior to entry.
4. All equipment and/or tools will be accounted for at the end of each day, and discrepancies shall be reported immediately to security staff.
5. The giving to, or accepting items from any inmate is prohibited.
6. Personal contact with any inmate while in the Orange County Jail is prohibited.
7. Personal attire should be conservative and non-provocative to the inmates.
8. Work or programs may be immediately terminated should a security threat or dangerous situation exist within the jail facility.
9. Objects that could be used as a weapon against members of the jail staff or other persons may be prohibited from this facility.
10. Narcotics, controlled substances or alcoholic beverages of any kind cannot be brought into the facility. Any person found in violation of the California Penal Code 4573 through 4573.9 is guilty of a felony.

ORANGE COUNTY JAIL RELEASE OF LIABILITY

I, **(Print Name)** _____, understand I am entering into a facility of the Orange County Jail System. I recognize that this facility houses inmates who are charged with or convicted of criminal offenses, some of whom have the potential to be violent and may pose a threat to my safety and wellbeing. () **Initials**

I understand further that the Orange County Sheriff's Jail System has a "No Negotiations for Hostage" policy, and that the Sheriff-Coroner will not negotiate with inmates for the release of hostages. () **Initials**

I, on behalf of myself, my heirs, executors, administrators, and assigns, and in consideration of permission for my entry into the Orange County Jail System, hereby fully release the County of Orange, their officers, agents, and employees from any and all claims, causes of action, and liability for damage or injury of any type or nature, including death, that may be sustained as a result of or in connection with my entering, remaining in, or participating in any event within the Jail System. () **Initials**

****The above paragraph does not apply to County & Superior Court employees**.**

NOTICE REGARDING PROHIBITED ITEMS AND SUBSTANCES

You are about to enter a County Jail facility. It is a crime to bring into the Jail, or to have in your possession in the Jail, any of the items or substances listed below:

- 1) Firearms of any sort
- 2) Deadly weapons
- 3) Explosives or explosive substances
- 4) Tear gas or tear gas weapons, including pepper spray
- 5) Instruments or weapons commonly known as blackjacks, slingshots, billies, sand clubs, metal knuckles, mini batons, etc.
- 6) Fixed ammunition
- 7) Knives, dirks, daggers, or any sharp instrument
- 8) Drugs of any type, including controlled and uncontrolled substances
- 9) Hypodermic needles and any other devices, contrivances, instruments, or paraphernalia used for injecting or consuming any type of drug or narcotic.
- 10) Cell phone
- 11) No Electronic Devices

I have read and fully understand the security information listed above.

Signature: _____

Date: _____

Background Questionnaire

Have you ever been arrested as an adult or a juvenile (excluding traffic citation) Yes No

If YES, write the name(s) you were arrested under, the date(s) and explain your arrest(s) (charges, disposition)
List all arrests:

Are you currently on Parole or Probation (including informal probation)? Yes No

Do you have any relatives or friends incarcerated within the Orange County Jail system? Yes No
If YES, provide name(s) of relative(s) or friend(s) who are incarcerated:

Have you ever been in or currently involved with a gang(s)? Yes No
If "Yes" explain below:

Do you currently have family members or friends in or involved with any gang(s)? Yes No
If Yes, please explain:

I (Print name) _____ certify all information on this questionnaire is true and correct. I understand that the Orange County Sheriff's Department will verify the information prior to approving my application. I also understand that any misstatements, falsifications or omissions will result in my application being denied.

Signature: _____ **Date:** _____

**Solicitation 060-C021597-LQ
Inmate Communication Services
6 Month Call Volume**

Facility	201909		201910		201911		201912		202001		202002		Total	
	Calls	Minutes	Calls	Minutes	Calls	Minutes	Calls	Minutes	Calls	Minutes	Calls	Minutes	Calls	Minutes
Central Jail Complex	51,547	569,887	51,691	570,328	55,086	630,865	54,693	626,523	58,149	661,829	61,695	704,343	332,861	3,763,775
Collect	4,643	23,117	4,361	21,986	3,652	18,234	3,226	15,188	3,801	18,827	3,547	17,065	23,230	114,417
Interlata/Interstate	23	280	36	260	15	147	1	1	1	4	3	40	79	732
Interlata/Intrastate	65	478	37	270	23	138	7	40	21	137	24	146	177	1,209
International	0	0	0	0			0	0	0	0	2	21	2	21
Intralata/Intrastate	147	991	172	1,182	183	1,095	82	407	132	804	114	631	830	5,110
Local	4,408	21,368	4,116	20,274	3,431	16,854	3,136	14,740	3,647	17,882	3,404	16,227	22,142	107,345
Pre-Paid Collect	46,901	546,767	47,330	548,342	51,434	612,631	51,467	611,335	54,348	643,002	58,148	687,278	309,628	3,649,355
Interlata/Interstate	3,918	46,932	3,528	44,267	3,925	47,941	3,871	47,327	3,600	45,658	3,712	47,293	22,554	279,418
Interlata/Intrastate	2,970	39,328	2,826	37,448	2,668	37,442	3,001	40,335	3,115	45,517	3,284	48,697	17,864	248,767
International	25	279	18	203			4	19	22	234	7	60	76	795
Intralata/Intrastate	16,752	201,713	17,386	201,803	19,403	236,141	19,405	233,820	20,228	241,428	20,577	240,686	113,751	1,355,591
Local	23,236	258,515	23,572	264,621	25,438	291,107	25,186	289,834	27,383	310,165	30,568	350,542	155,383	1,764,784
Juvenile Hall	2,649	35,400	2,280	30,977	2,381	33,567	2,333	33,044	2,436	34,891	2,117	28,622	14,196	196,501
Collect	0	0	3	12	0	0	0	0	0	0	2	55	5	67
Interlata/Interstate	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interlata/Intrastate	0	0	0	0	0	0	0	0	0	0	0	0	0	0
International	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intralata/Intrastate	0	0	0	0	0	0	0	0	0	0	2	55	2	55
Local	0	0	3	12	0	0	0	0	0	0	0	0	3	12
Pre-Paid Collect	2,649	35,400	2,277	30,965	2,381	33,567	2,333	33,044	2,436	34,891	2,115	28,567	14,191	196,434
Interlata/Interstate	14	151	12	163	18	180	19	216	27	326	51	670	141	1,706
Interlata/Intrastate	12	134	23	443	8	81	17	130	5	65	5	77	70	930
International	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intralata/Intrastate	690	8,803	551	7,461	600	9,120	723	11,112	813	12,252	645	8,452	4,022	57,200
Local	1,933	26,312	1,691	22,898	1,755	24,186	1,574	21,586	1,591	22,248	1,414	19,368	9,958	136,598
Theo Lacy Facility	73,291	840,118	68,014	776,999	66,984	774,359	65,273	752,827	70,247	795,623	72,942	827,473	416,751	4,767,399
Collect	3,593	15,267	3,289	13,449	3,295	13,619	3,319	13,560	3,925	16,067	3,960	16,852	21,381	88,814
Interlata/Interstate	1	3	0	0	6	86	4	35	3	44	0	0	14	168
Interlata/Intrastate	82	352	40	211	24	132	42	318	47	324	44	241	279	1,578
International	0	0	4	27	0	0	0	0	0	0	0	0	4	27
Intralata/Intrastate	136	1,053	108	630	128	585	96	460	197	942	210	1,073	875	4,743
Local	3,374	13,859	3,137	12,581	3,137	12,816	3,177	12,747	3,678	14,757	3,706	15,538	20,209	82,298
Pre-Paid Collect	69,698	824,851	64,725	763,550	63,689	760,740	61,954	739,267	66,322	779,556	68,980	810,618	395,368	4,678,582
Interlata/Interstate	5,113	63,094	4,593	59,336	5,147	68,344	4,465	56,892	4,759	58,780	4,507	55,649	28,584	362,095
Interlata/Intrastate	4,900	60,935	4,749	60,831	4,359	53,919	4,785	60,690	4,584	58,427	4,448	54,701	27,825	349,503
International	17	187	14	149	27	283	28	287	46	351	47	365	179	1,622
Intralata/Intrastate	25,181	299,015	24,356	294,503	23,336	290,736	21,436	259,833	24,674	293,553	25,792	303,615	144,775	1,741,255
Local	34,487	401,620	31,013	348,731	30,820	347,458	31,240	361,565	32,259	368,445	34,186	396,288	194,005	2,224,107

**Solicitation 060-C021597-LQ
Inmate Communication Services
6 Month Call Volume**

Facility	201909		201910		201911		201912		202001		202002		Total	
	Calls	Minutes	Calls	Minutes	Calls	Minutes	Calls	Minutes	Calls	Minutes	Calls	Minutes	Calls	Minutes
Western Medical Ward	69	546	42	933	18	336	60	1,320	28	814	42	819	259	4,768
Collect	16	94	4	25	7	129	0	0	0	0	0	0	27	248
Interlata/Interstate	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interlata/Intrastate	0	0	0	0	0	0	0	0	0	0	0	0	0	0
International	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intralata/Intrastate	0	0	0	0	4	69	0	0	0	0	0	0	4	69
Local	16	94	4	25	3	60	0	0	0	0	0	0	23	179
Pre-Paid Collect	53	452	38	908	11	207	60	1,320	28	814	42	819	232	4,520
Interlata/Interstate	10	147	2	30	0	0	0	0	0	0	0	0	12	177
Interlata/Intrastate	0	0	0	0	0	0	3	70	0	0	9	132	12	202
International	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intralata/Intrastate	10	54	11	288	6	101	49	1,173	19	687	17	310	112	2,613
Local	33	251	25	590	5	106	8	77	9	127	16	377	96	1,528
Youth Guidance Center	853	9,455	941	10,229	874	8,062	842	8,701	945	9,412	974	9,628	5,429	55,487
Collect	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interlata/Interstate	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interlata/Intrastate	0	0	0	0	0	0	0	0	0	0	0	0	0	0
International	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intralata/Intrastate	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pre-Paid Collect	853	9,455	941	10,229	874	8,062	842	8,701	945	9,412	974	9,628	5,429	55,487
Interlata/Interstate	32	454	43	557	18	179	11	131					104	1,321
Interlata/Intrastate	14	164	3	17	1	7	4	19	1	11	7	41	30	259
Intralata/Intrastate	93	873	184	1,646	202	1,670	175	1,533	257	2,323	280	2,692	1,191	10,737
Local	714	7,964	711	8,009	653	6,206	652	7,018	687	7,078	687	6,895	4,104	43,170
Grand Total	128,409	1,455,406	122,968	1,389,466	125,343	1,447,189	123,201	1,422,415	131,805	1,502,569	137,770	1,570,885	769,496	8,787,930

**Solicitation 060-C021597-LQ
Inmate Communication Services
Inmate Telephone Counts Per Unit**

Central Jail Complex					
Unit	#Phones	Unit	#Phones	Unit	#Phones
A1	5	E23	4	M21	4
A2	5	E24	4	M22	4
A3	1	E25	4	M23	4
A4	1	E26	4	M24	4
A5	4	F27	4	M25	4
A6	4	F28	4	M26	4
B10	4	F29	4	ROOF	5
B7	4	F30	4	N27	4
B8	4	F31	5	N28	4
B9	4	F32	5	N29	4
C11	4	G 1	4	N30	4
C12	4	G 4	4	N31	4
C13	1	Dayroom	1	N32	4
C14	1	Infirmary	1	P13	2
C15	5	J BOOTH	1	P14	2
C16	5	J1	4	PF3	1
D17	5	J2	4	PF6	1
D18	5	J3	2	PM1	1
D19	1	J4	4	PM12	2
D20	1	J5	4	PM2	1
D21	4	J6	2	PM24	1
D22	4	J7	4	PM25	1
DIS/ISO (Roll)	1	J8	4	R Single	1
DORM 1	4	K10	4	R204	1
DORM 2	4	K11	4	R205	1
DORM 3	4	K12	4	S-2	1
DORM 4	4	K13	4	SL Dayroom	1
DORM 5	4	K14	4	Tank H-4	1
DORM 6	4	K9	4	WARD C	2
DORM 7	4	L15	4	WARD D	2
DORM 8	4	L16	4		
DORM 9	4	L17	4		
DORM 10	4	L18	4		
DORM 11	4	L19	4		
DORM 12	4	L20	4		
Total					329

Theo Lacy Facility					
Unit	#Phones	Unit	#Phones	Unit	#Phones
A	6	K5	4	O-37	3
B	6	K6	4	O-38	4
C	6	K7	4	O-39	4
D	6	K8	4	O-40	4
F EAST	8	L9	4	O-41	4
F WEST	8	L-20	4	O-42	4
G EAST	7	L-21	4	P-43	4
G WEST	7	L-22	4	P-44	4
H EAST	7	L-23	4	P-45	4
H WEST	7	L-24	4	P-46	4
I-1	3	M-25	4	P-47	4
I-2	3	M-26	4	P-48	4
I-3	3	M-27	4	Q-49	4
I-4	3	M-28	4	Q-50	4
I-5	3	M-29	4	Q-51	4
I-6	3	M-30	4	Q-52	4
J0	3	Mod K (Roll)	1	Q-53	4
J1	3	Mod N (Roll)	1	Q-54	4
J2	3	N-31	4	R-55	4
J-7	3	N-32	4	R-56	4
J-8	3	N-33	4	R-57	4
J-9	3	N-34	4	R-58	4
K3	4	N-35	4	R-59	4
K4	4	N-36	4	R-60	4
Total					297

Juvenile Hall	
Unit	#Phones
A	4
B	4
C	4
DAYROOMS	17
E	1
I	4
M	4
O	4
T	4
Y	4
Z	4
Total	54

Western Medical Ward	
Unit	#Phones
101	1
Total	1

Youth Guidance Center	
Unit	#Phones
200	3
300	6
400	6
500	6
600	6
Gym	2
Total	29



**COUNTY OF ORANGE
SHERIFF-CORONER DEPARTMENT**

REQUEST FOR PROPOSALS FOR:

Inmate Communication Services

**RFP No. 060-C021597-LQ
ADDENDUM # 5**

ADDENDUM # 5 ISSUED TO EXTEND BID CLOSING DATE AS WELL AS JOB WALK AND QUESTION AND ANSWER SESSION.

PROPOSED TIME SCHEDULE: DUE TO COVID-19, DATES WILL BE FLUID AND WILL BE UPDATED AS INFORMATION BECOMES AVAILABLE

Date	Action
Thursday, March 26, 2020	Release of RFP
Postponed Until Further Notice due to COVID-19	Mandatory Job Walks as well as Security Clearance Forms
Postponed Until Further Notice due to COVID-19	Written Questions from Offerors Due by 4:00 P.M. (Pacific Time)
July 17, 2020	Deadline for Proposals: Due by 4:00 P.M. PT (Pacific Time)
TBD	Technical Presentations - The most responsive proposals may be asked to give an oral presentation within three (3) calendar days of notification.
TBD	Contract Start Date

All other specifications, terms and conditions remain unchanged.



**COUNTY OF ORANGE
SHERIFF-CORONER DEPARTMENT**

REQUEST FOR PROPOSALS FOR:

Inmate Communication Services

**RFP No. 060-C021597-LQ
ADDENDUM # 7**

ADDENDUM # 7 ISSUED ON JUNE 29, 2020 TO EXTEND BID CLOSING DATE, UPDATE JOB WALK DATE AND LOCATIONS AND EXTEND THE QUESTION AND ANSWER SESSION.

PROPOSED TIME SCHEDULE:

Date	Action
Thursday, March 26, 2020	Release of RFP
Tuesday, July 21, 2020	Non-Mandatory Job Walk
Wednesday, July 28, 2020	Written Questions from Offerors Due by 4:00 P.M. (Pacific Time)
Friday, August 28, 2020	Deadline for Proposals: Due by 4:00 P.M. PT (Pacific Time)
TBD	Technical Presentations - The most responsive proposals may be asked to give an oral presentation within three (3) calendar days of notification.
TBD	Contract Start Date

1. A Non-Mandatory onetime pre-bid JOB WALK and meeting will be conducted on Tuesday, July 21, 2020. at 8:00 am (Pacific Time). BIDDERS THAT ARRIVE AFTER 8:15 A.M. WILL NOT BE ALLOWED TO PARTICIPATE IN THE JOB WALK. The pre-job walk meeting place shall be at the Youth Guidance Center. Job Walk will be conducted at the following location(s):
 - a. Youth Guidance Center (YGC), 3030 N. Hesperian St., Santa Ana, CA 92706 (first job walk location)
 - b. Theo Lacy Facility, 501 The City Drive South, Orange, CA 92868
 - c. Juvenile Hall, 331 The City Drive, Orange, CA. 92868
 - d. Central Jail Complex, 550 N. Flower St., Santa Ana, CA92703

The job walk/meeting will allow bidders to acquaint themselves with the project site and conditions under which the work will be conducted.

In order to be able to attend the Non-Mandatory Job Walk, all bidders must pass a background check and submit the appropriate forms as indicated hereafter. The Security Clearance and Orange County Jail Release of Liability documents must be completed in their entirety. The required documents included with this bid package are as follows:

1. Security Clearance document
2. Orange County Jail Release of Liability
3. Security Clearance Application (Instructions)

(Once completed, these documents will be kept separate and apart from the bid responses and Orange County Sheriff's Department will take reasonable precautions to prevent their public disclosure.)

Only bidders approved by the Orange County Sheriff's Department and the Probation Department will be able to attend the Non-Mandatory Job Walk and thereafter submit a responsive bid to this solicitation.

The following time table shall be observed for this solicitation:

1. Deadline for submission of above required forms (Security Clearance & Orange County Jail Release of Liability): Wednesday, July 8, 2020, 4 pm (Pacific Time).
2. Notification to Approved Bidders for Job Walk: Wednesday, July 15, 2020.
3. **Bid Closing date:** 4:00 P.M. (Pacific Time) on Friday, August 28, 2020.

Failure to adhere to the time table and requirements set forth above will be grounds for disqualifications of a bid.

The following restrictions will be enforced. Due to COVID-19, only one (1) representative from each company will be allowed to attend, and must provide and wear own personal protective equipment (PPE) such as: face mask or face covering and gloves. If your company requires more than one (1) attendee, you may reach out to me via email. Attendee must arrive on time for the job walk. Anyone arriving late will not be allowed to participate.

This job walk is strictly voluntary and participation is not required in order to submit a proposal. The County is not liable for any injury, illness, or losses that may arise from attending this Job Walk or visiting County Property.

Notice: In response to the COVID-19 Pandemic and in conformance with guidance and accommodations from the California Department of Public Health and Orange County Health Officer, Orange County Sheriff's Department (OCSD) is requesting that face coverings and appropriate social distancing be used by anyone entering County sites or working directly with OCSD staff.

You may reach me via email at lquirarte@ocsd.org or phone at 714-834-4690 if you should have any questions or concerns.

All other specifications, terms and conditions remain unchanged.