



Request for Proposal
Inmate Telephone Service

Contra Costa County Sheriff's Office

Release Date:

08/11/2014 TBD

Proposal Due Date:

09/24/2014 TBD

Refer ALL Inquiries to:

Cheryl Andryco

cheryl.andryco@praeses.com

National Account Manager

Praeses, LLC

330 Marshall Street

Suite 800

Shreveport, LA 71101

(318) 841-3168

TABLE OF CONTENTS

| | | |
|-----------|--|-----------|
| 1. | INTRODUCTION..... | 4 |
| 1.1. | REQUEST FOR PROPOSAL..... | 4 |
| 2. | PROPOSAL INSTRUCTIONS, FORMAT, CONTENT AND SUBMISSION | 5 |
| 2.1. | SCHEDULE OF EVENTS | 5 |
| 2.2. | GENERAL FORMAT | 5 |
| 2.3. | SUBMISSION OF PROPOSAL..... | 5 |
| 2.4. | MANDATORY SITE EVALUATION..... | 6 |
| 2.5. | QUESTIONS OR COMMENTS | 6 |
| 2.6. | RFP SPECIFICATION CHANGES | 7 |
| 2.7. | DISCREPANCY BETWEEN PROPOSAL AND AGREEMENT | 7 |
| 2.8. | CONFIDENTIALITY | 7 |
| 2.9. | ACCEPTANCE PERIOD..... | 8 |
| 3. | PROPOSAL EVALUATION AND SELECTION | 9 |
| 3.1. | EVALUATION FACTORS | 9 |
| 3.2. | NEGOTIATION OF PROPOSAL | 10 |
| 3.3. | BEST AND FINAL OFFER..... | 10 |
| 3.4. | PROPOSAL SELECTION..... | 10 |
| 3.5. | FINAL DECISION..... | 11 |
| 3.6. | PROTEST OF AWARD..... | 11 |
| 4. | VENDOR INFORMATION AND REFERENCES | 11 |
| 4.1. | VENDOR INFORMATION | 11 |
| 4.2. | ADDITIONAL REQUIREMENTS AND SPECIFICATIONS | 12 |
| 4.3. | VENDOR REFERENCES | 12 |
| 4.4. | CUSTOMER SERVICE | 12 |
| 5. | GENERAL INFORMATION | 13 |
| 5.1. | VALIDATION..... | 13 |
| 5.2. | BILLING..... | 13 |
| 5.3. | VENDOR RETENTION OF ACCOUNT INFORMATION | 13 |
| 6. | GENERAL CONDITIONS..... | 14 |
| 6.1. | SCOPE | 14 |
| 6.2. | AGREEMENT LENGTH..... | 14 |
| 6.3. | SURETY BOND | 14 |
| 6.4. | COMPENSATION AND REPORTING | 15 |
| 6.5. | PUBLIC TELEPHONE SPECIFICATIONS | 17 |
| 6.6. | RATE REQUIREMENTS | 17 |
| 6.7. | PAYMENT AND REPORTING | 18 |
| 6.8. | RECONCILIATION..... | 21 |
| 6.9. | ASSIGNMENT AND MERGERS/ACQUISITION | 21 |
| 6.10. | INDEPENDENT CONTRACTOR | 21 |
| 6.11. | TERMINATION/DEFAULT | 21 |
| 6.12. | INDEMNIFICATION..... | 22 |
| 6.13. | INSURANCE..... | 22 |
| 7. | SYSTEM REQUIREMENTS..... | 23 |
| 7.1. | STANDARDS | 23 |
| 7.2. | INSTALLATION REQUIREMENTS | 23 |
| 7.3. | TRANSITION..... | 25 |
| 7.4. | ITS AND USER APPLICATION SPECIFICATIONS | 25 |
| 7.5. | SECURITY FEATURES | 30 |
| 7.6. | PERSONAL IDENTIFICATION NUMBER APPLICATION..... | 31 |
| 7.7. | MONITORING AND RECORDING REQUIREMENTS | 32 |
| 7.8. | PRE-PAID/DEBIT APPLICATION..... | 33 |
| 7.9. | SECURITY | 34 |
| 7.10. | TRAINING | 34 |

| | | |
|------------|---|-----------|
| 7.11. | ITS UPGRADES AND PERFORMANCE PROCESS..... | 34 |
| 7.12. | GENERAL MAINTENANCE..... | 35 |
| 7.13. | ON-SITE ADMINISTRATOR | 35 |
| 7.14. | INVESTIGATIVE TOOLS..... | 35 |
| 7.15. | VIDEO VISITATION SPECIFICATIONS..... | 36 |
| 7.16. | KIOSK | 42 |
| 7.17. | ADDITIONAL TECHNOLOGY..... | 43 |
| 8. | APPENDIX A – FACILITY SPECIFICATIONS | 44 |
| 9. | APPENDIX B – CALLING RATES AND COMMISSIONS | 47 |
| 10. | APPENDIX C – SITE EVALUATION REGISTRATION FORM | 51 |

1. INTRODUCTION

1.1. Request for Proposal

- 1.1.1. Contra Costa County Sheriff's Office ("CCCSO") invites responses to this Request for Proposal ("RFP") from qualified, experienced Vendors who can provide reliable, cost effective inmate telephone service and a video visitation solution (VVS) which meets the requirements described in this RFP at the following Facility(s):

Martinez Detention Facility
1000 Ward Street
Martinez, CA 94553

West County Detention Facility
5555 Giant Highway
Richmond, CA 94806

Marsh Creek Detention Facility
12000 Marsh Creek Road
Clayton, CA 94517

- 1.1.2. Details about each Facility can be found in **Appendix A – Facility Specifications**. CCCSO is seeking an experienced Vendor to provide, install and maintain a turn-key inmate telephone system, recording and monitoring video visitation solution, to include scheduling software, and public pay telephone(s) at the Facility(s). Vendor shall provide telephone services to the inmates utilizing an inmate telephone system ("ITS"), an Internet Protocol based video visitation solution, and public pay telephones in accordance with the requirements and provisions set forth in this RFP.
- 1.1.3. CCCSO may engage third party consultants both in the process of this procurement and in the management of the day-to-day operations of the inmate telephone Vendor. If a consultant or agent ("Designated Agent") is engaged, Vendor will cooperate with the Designated Agent as directed by CCCSO, including following instructions found in this RFP, and if awarded, the operation of the ITS, video visitation solution and public pay telephones. Throughout this RFP, CCCSO shall be deemed to include both CCCSO and the CCCSO's Designated Agent or consultant, if any.

2. PROPOSAL INSTRUCTIONS, FORMAT, CONTENT AND SUBMISSION

2.1. Schedule of Events

- 2.1.1. The following is CCCSO's best estimate of the schedule of events ("Schedule of Events"). CCCSO reserves the right to revise the Schedule of Events. Unless otherwise specified, the times provided are Central Standard Time (CST).
- 2.1.2. Proposals must be received no later than 5:00 p.m. Central Standard Time (CST) on 09/24/2014 ("Proposal Due Date") at the location specified in **Section 2.5 – Questions or Comments**.

| | |
|---|------------|
| Release of the RFP | 08/11/2014 |
| Deadline for Site Evaluation Registration Forms | 08/20/2014 |
| Mandatory Site Walk thru for ITS and Video Visitation | 08/27/2014 |
| Deadline for Written Questions from Vendors | 09/03/2014 |
| Dissemination of Answers to Written Questions | 09/10/2014 |
| Proposal Due Date | 09/24/2014 |
| Oral Interviews | TBD |

2.2. General Format

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

2.3. Submission of Proposal

- 2.3.1. Deliver 4 paper copies (1 original and 3 copies), an electronic version on CD, DVD or USB Flash Drive, and an email version of the proposal on or before the Proposal Due Date. Proposals must be directed to the RFP contact specified in **Section 2.5 – Questions or Comments**.
- 2.3.2. The outside of the proposal must be labeled **INMATE TELEPHONE PROPOSAL**. Vendor is responsible for late deliveries or mail delays. Postmarking by the Proposal Due Date shall not substitute for the actual proposal receipt. Additional time to respond may not be granted to any individual Vendor.
- 2.3.3. Proposals shall include the original RFP language and shall be prepared on standard 8 1/2" x 11" paper with a 12 point font with each page numbered.
- 2.3.4. The proposal must follow the format of this RFP. A complete response to each section and numbered item must be provided. If Vendor is in full compliance with the section or numbered item, Vendor's response shall be, "Read, agree and will comply." Otherwise, Vendor's response shall be, "Read and do not comply" and considered an exception ("Exception"). Exceptions to any section or numbered item must be addressed and listed in an Exceptions addendum to Vendor's proposal.

- 2.3.5. The original RFP text, as well as any appendices, amendments, addenda or other correspondence related to this RFP may not be manually, electronically or otherwise altered by Vendor. Any Vendors' proposal containing altered, deleted or additional non-original RFP text may be disqualified.
- 2.3.6. Several sections and numbered items require additional explanation. Provide exhibits and/or visual aids which clearly reference the specific section and numbered item.
- 2.3.7. All information contained in Vendor's proposal must be relevant to a section or numbered item of this RFP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.
- 2.3.8. Failure to follow the instructions in this RFP may, at CCCSO's sole discretion, result in the rejection of Vendor's proposal.
- 2.3.9. All costs and expenses relating to the preparation and submission of Vendor's proposal shall be the responsibility of Vendor.
- 2.3.10. Vendor may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. CCCSO will not accept any modifications to Vendor's proposal after the Proposal Due Date except in connection with a requested Best and Final Offer.
- 2.3.11. Vendor may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date.
- 2.3.12. Vendor is responsible for all errors or omissions contained in its proposal.

2.4. Mandatory Site Evaluation

- 2.4.1. CCCSO requires Vendor to attend the site evaluation on the date and time specified in the Schedule of Events. It is mandatory for Vendor to attend the site evaluation to submit a proposal.
- 2.4.2. To attend the site evaluation, Vendor must complete and email **Appendix C - Site Evaluation Registration Form** to the RFP contact specified in **Section 2.5 – Questions or Comments** on or before the date specified by the Schedule of Events. Each Vendor will be limited to 3 representatives at the site evaluation. Via an email to the RFP contact, and upon receipt of CCCSO's confirmation, Vendor must confirm attendance with the RFP contact at least 4 days prior to the site evaluation.
- 2.4.3. Oral responses to questions during the site evaluation shall be considered nonbinding on CCCSO. Vendor's questions regarding the site evaluation and/or this RFP must be submitted by Vendor in writing as specified in **Section 2.5 – Questions or Comments** on or before the date specified in the Schedule of Events.

2.5. Questions or Comments

- 2.5.1. Vendor must direct all questions and/or comments to the RFP contact listed below. All questions must be written and submitted electronically and in a comprehensive document.
- 2.5.2. CCCSO shall deliver the answers to the questions and/or comments received on or before the date specified in the Schedule of Events. Any questions and/or comments submitted by the Vendors after the due date will not be answered by CCCSO.
- 2.5.3. Only written communication executed by CCCSO in the form of an amendment or addendum shall be considered binding.
- 2.5.4. Vendor shall not contact any of CCCSO's employees or any employee at the Facility(s) regarding this RFP during the RFP process. Inappropriate contact by Vendor may result in CCCSO's rejection of Vendor's proposal.
- 2.5.5. Vendor shall copy CCCSO's Director of Inmate Services in all correspondence pertaining to this RFP.

2.5.6. RFP contact information:

Praeses
c/o Contra Costa County Sheriff's Office
Attn: Cheryl Andryco
330 Marshall Street, 8th Floor
Shreveport, LA 71101
Telephone – (318) 424-8125 x3168
Fax – (318) 213-8137
Email – cheryl.andryco@praeses.com

Contra Costa County, Office of the Sheriff
West County Detention Facility
Patty Grant, Director, Inmate Services
5555 Giant Hwy
Richmond, CA 94806
Email: pgrant@so.cccounty.us

2.6. RFP Specification Changes

- 2.6.1. CCCSO reserves the right, at any time, to amend any portion of this RFP in the form of an addendum or amendment.
- 2.6.2. CCCSO reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process. CCCSO reserves the right to not award an agreement pursuant to this RFP ("Agreement").
- 2.6.3. Vendor's submission of a proposal shall not bestow any rights upon Vendor nor obligate CCCSO in any manner.

2.7. Discrepancy between Proposal and Agreement

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

2.8. Confidentiality

- 2.8.1. Vendor proprietary and/or confidential information must be clearly marked and identified as such. If such proprietary and/or confidential information is a trade secret(s), such trade secret(s) will be subject to disclosure as is required by applicable state public disclosure and open records laws. Vendor shall not intentionally mark any portion of its proposal as "proprietary" or "confidential" that it does not have a good faith belief to be proprietary or confidential or in any other way to attempt to prohibit compliance with public record disclosure requirements. Should Vendor's information, which is marked as proprietary or confidential, be requested as part of a public information act request, CCCSO may notify Vendor in writing before such information is released as required by the applicable act or law. Vendor agrees, at its expense, to defend and hold harmless CCCSO from claims involving infringement of any intellectual property.

2.9. Acceptance Period

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

2.10. Cooperative Contract

- 2.10.1. Vendors are advised that all resultant contracts will be extended, with the authorization of the Vendor, to other public bodies and governmental jurisdictions as may be interested. Should other entities decide to use the final contract, the Vendor shall deal directly with that public body and governmental jurisdiction concerning the installation of an inmate telephone system, service, executing a contract, and commission payments. CCCSO acts only as the "Contracting Agent" for these public bodies and governmental jurisdictions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.
- 2.10.2. It is the responsibility of the Vendor to notify the public bodies and governmental jurisdictions of the availability of the contract.
- 2.10.3. Each participating public body and governmental jurisdiction has the option of executing a separate contract with the Vendor. Such contracts may contain general terms and conditions unique to those public bodies and governmental jurisdictions. If, when preparing such a contract, the general terms and conditions of a public body or governmental jurisdiction are unacceptable to the Vendor, the Vendor may withdraw its extension of the award to that public body or governmental jurisdiction.
- 2.10.4. CCCSO shall not be held liable for any costs or damages incurred by another public body or government jurisdiction as a result of any award extended to that public body or government jurisdiction by the Vendor.

3. PROPOSAL EVALUATION AND SELECTION

3.1. Evaluation Factors

3.1.1. Proposals will be evaluated by CCCSO's internal evaluation committee ("Evaluation Committee") and may be subject to a two-phase evaluation process:

3.1.1.1. Phase One

3.1.1.1.1. Each evaluator independently assigns a score to each of the evaluation criteria associated with Phase One listed below.

3.1.1.1.2. Criterion scores will then be summed.

3.1.1.1.3. CCCSO reserves the right to award the Agreement at the end of Phase One.

3.1.1.2. Phase Two

3.1.1.2.1. The highest scoring Vendor(s) will be required to conduct a live demonstration of video visitation equipment and participate in an oral interview with the Evaluation Committee. CCCSO shall provide the highest scoring Vendor(s) with an agenda specifying the items to be covered during the Vendor's demonstration and oral interview.

3.1.1.2.1.1. Additions, deletions or substitutions may not be made to proposals during the oral interview, unless they may be viewed as a clarification(s).

3.1.1.2.2. CCCSO may request a Best and Final Offer as outlined in **Section 3.3 – Best and Final Offer**.

3.1.1.2.3. Each evaluator will independently assign a score to each of the evaluation criteria listed below associated with Phase Two.

3.1.1.2.4. Criterion scores will then be summed.

3.1.1.2.5. The scores resulting from Phase One and Phase Two will be summed resulting in a final score.

3.1.2. Each Vendor, by submitting a proposal, agrees that if CCCSO accepts its proposal, such Vendor will furnish all items and services upon the terms and conditions in this RFP and Agreement.

3.1.3. CCCSO expressly reserves the right to accept or reject any or all proposals. CCCSO, with cause, may 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 commission offered and other evaluation factors set forth in this RFP, or to award an Agreement to the next most qualified Vendor if the successful Vendor does not execute an Agreement within 30 days after the award of the Agreement.

| Evaluation Criteria – Phase One | Points Available |
|---|------------------|
| Customer Service – Section 4.4 | 0-5 |
| Installation Requirement – Section 7.2 | 0-5 |
| Transition – Section 7.3 | 0-5 |
| ITS and User Application Specifications – Section 7.4 | 0-5 |
| Security Features – Section 7.5 | 0-10 |
| Personal Identification Number Application – Section 7.6 | 0-5 |
| Monitoring and Recording Requirements – Section 7.7 | 0-10 |
| Pre-Paid/Debit Application – Section 7.8 | 0-5 |
| ITS Upgrades and Performance Process – Section 7.11 | 0-5 |
| Investigative Tools – Section 7.14 | 0-10 |
| Video Visitation Technology – Section 7.15 | 0-10 |
| Additional Technology – Section 7.17 | 0-5 |

| | |
|--|-------------------------|
| Overall Compliance | 0-10 |
| Appendix B – Calling Rates and Commissions | 0-10 |
| Total Points Available Per Vendor | 100 |
| Evaluation Criteria – Phase Two | Points Available |
| Oral Interview (Agenda) | 0-25 |
| Best and Final Offer | 0-50 |
| Total Points Available Per Vendor | 75 |

3.2. Negotiation of Proposal

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

3.3. Best and Final Offer

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

3.4. Proposal Selection

- 3.4.1. The Vendor with the highest commission offer is not guaranteed award of an Agreement.
- 3.4.2. CCCSO reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Vendor's proposal.
- 3.4.3. CCCSO reserves the right to review Vendor's Agreements with its sub-contractors to ascertain whether Vendor has the necessary operational systems in place to fulfill the requirements of this RFP.
- 3.4.4. CCCSO reserves the right to request clarification from Vendors during the evaluation of proposals, including the BAFO. Such clarification is intended to assist CCCSO in awarding an Agreement that is most advantageous to CCCSO.
- 3.4.5. CCCSO reserves the right, in its sole judgment, to accept the proposal which is determined by CCCSO to be the best proposal resulting from this RFP, with or without negotiation, or BAFO.
- 3.4.5.1. The awarded Vendor shall not unduly delay negotiations or execution of an Agreement. Vendor is expected to respond promptly to CCCSO's requests.
- 3.4.6. CCCSO expressly reserves the right to accept or reject any or all proposals, modifications, or alterations or waive any technicalities or provisions, with or without cause.
- 3.4.7. CCCSO reserves the right to award an Agreement to the next highest scored Vendor if the awarded Vendor does not furnish all items and services required in this RFP, its amendment(s) and/or addenda and negotiated Agreement.

3.4.8. Proposals that do not meet the requirements set forth in this RFP, its amendment(s) and/or addenda, may be considered non-compliant and may be disqualified. CCCSO may reject Vendor's proposal for any of, but not be limited to, the following:

3.4.8.1. Evidence of collusion with or among other Vendors submitting a proposal;

3.4.8.2. Inappropriate contact or discussions as outlined in **Section 2.5 - Questions or Comments**; or,

3.4.8.3. Incorrect or contradictory information and/or false statements included in Vendor's proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.

3.5. Final Decision

3.5.1. CCCSO shall make the final selection of the awarded Vendor. Each Vendor that submitted a proposal will receive written notification of CCCSO's final decision.

3.6. Protest of Award

3.6.1. Any objection to CCCSO's final decision will be handled according to applicable state and local procurement laws.

4. VENDOR INFORMATION AND REFERENCES

4.1. Vendor Information

4.1.1. Vendor shall supply the following in its proposal:

4.1.1.1. Documentation that Vendor is registered to do business in the State of California.

4.1.1.2. Documentation that all necessary requirements of the Public Service Commission and the Federal Communications Commission ("FCC") are met.

4.1.1.3. A copy of its telecommunications service tariff for the State of California.

4.1.1.4. Vendor's current annual report and its 2 most recent Dun and Bradstreet reports.

4.1.1.5. If Vendor has operated under a different name, or affiliate, in the past 3 years, provide names, dates, addresses and state where incorporated.

4.1.1.6. If Vendor is for sale or is considering an acquisition or merger in the next 6 months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations.

4.1.1.7. A synopsis of any litigation(s) within the last 5 years where Vendor or Vendor's ITS or VVS is a party. Include venue, style of case and status of litigation.

4.1.1.7.1. The names and resumes of Vendor's employees, consultants, and subcontractors which will be involved in providing the requirements in this RFP and the Agreement.

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

4.1.1.7.1.2. Vendor shall disclose, with percentages clearly shown, what work for the Facility(s) will be subcontracted and what work will be performed by Vendor employees.

4.1.1.8. The name, years of service, qualifications, addresses and telephone number(s) for the Vendor's main point(s) of contact for the Facility(s).

4.1.1.9. The names, addresses, telephone numbers and distance from Facility(s) for the technicians who will be maintaining, servicing and performing work under the Agreement.

4.1.1.9.1. The number of technicians directly employed by Vendor as well as those which will be subcontracted for service at the Facility(s).

4.1.1.9.2. Indicate the manufacturer which will provide the spare equipment and replacement parts for the proposed ITS and VVS and applicable components.

4.2. Additional Requirements and Specifications

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

4.3. Vendor References

- 4.3.1. Provide a list of agreements not renewed, lost or prematurely cancelled in the last 5 years.
 - 4.3.1.1. If applicable, include the reason for non-renewal and/or cancellation(s) of the agreement(s). A response indicating this information is confidential and/or proprietary will be considered an Exception.
- 4.3.2. Provide a list of entities who have notified Vendor of additional commissions owed within the last 3 years and the status of resolution of those claims.
 - 4.3.2.1. A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.
- 4.3.3. Provide 3 client references for facilities where Vendor provides the equipment and services comparable to the requirements in this RFP. The references provided must be currently under contract with Vendor and have been operating under that contract for at least 6 months. The references may be contacted at any time during the RFP process. Vendor shall ensure updated references and accurate contact information is provided.
 - 4.3.3.1. Provide the following information for each reference: facility name, facility address, contact name, contact title, telephone number and email address, average daily population ("ADP"), agreement effective date and number of inmate telephones.
 - 4.3.3.2. CCCSO prefers the contact person provided for each of the references be the individual who utilizes Vendor's software application.

4.4. Customer Service

- 4.4.1. Provide the following information regarding Vendor's processes for handling end-user/customer service matters:
 - 4.4.1.1. Describe procedure(s) for handling end-user complaints.
 - 4.4.1.1.1. Indicate whether Vendor's customer service center defaults to an Interactive Voice Response ("IVR") or a live customer service representative.
 - 4.4.1.1.2. If applicable, supply the hours of availability for a live customer service representative and location of the customer's call center.
 - 4.4.1.1.3. Indicate the average on-hold time to reach a live representative.
 - 4.4.1.2. Describe procedure(s) for handling refund requests and the timeframe for completing such requests.
 - 4.4.1.3. Vendor must provide an option for an itemized receipt for all transactions.

5. GENERAL INFORMATION

5.1. Validation

- 5.1.1. State whether validation is performed real-time or by batch.
- 5.1.2. Specify the process for unblocking a phone number which was originally restricted for non-payment or exceeding a daily/weekly/monthly collect calling limit ("Collect Call Threshold").
 - 5.1.2.1. Include the timeframe for removing a restriction once payment is received by the Local Exchange Carrier ("LEC").
- 5.1.3. CCCSO prefers the Collect Call Threshold be a monthly minimum of \$100 per unique telephone number. Vendor shall provide an explanation should it propose an alternative Collect Call Threshold process.

5.2. Billing

- 5.2.1. Specify how collect calls are billed and the name and phone number of the billing company.
- 5.2.2. Specify how taxes are applied to the total cost of a collect call in preparation for billing.
- 5.2.3. Describe the process for collecting, rating, sorting, distributing and billing of collect calls.
- 5.2.4. Vendor shall not charge any additional fees (including those from third parties) to the end user's telephone bill (e.g. monthly billing fee, carrier administrative fee, cost recovery fee, etc.) or to the total cost of a call other than the fees specified in **Appendix B – Calling Rates and Commissions**.
 - 5.2.4.1. Provide the amount specific to each fee in **Appendix B – Calling Rates and Commissions**.
- 5.2.5. Describe all of the types of payment options available to the end-users (e.g. Visa, Master Card/debit card, money order and etc.).
 - 5.2.5.1. Vendor shall specify the amount of the fees (including those from third parties) associated with the payment options (e.g. transaction discloser fee, etc.) in **Appendix B – Calling Rates and Commissions**.
- 5.2.6. Specify the timeframe for a pre-paid account to become dormant/expire. If applicable, Vendor shall state whether the timeframe is configurable.
 - 5.2.6.1. CCCSO requires that upon the occurrence of any of the following: Agreement termination or expiration, 6 months of account inactivity or account refund/closure request from the end-user, any funds remaining in any pre-paid account be refunded, in accordance with CCCSO's direction, to the end-user as appropriate and at no cost to CCCSO. Vendor shall provide the capability to reactivate inmate accounts, at no cost to the inmate or CCCSO, for inmates that re-enter the Facility(s). Vendor shall not retain any monies not refunded in the manner specified and shall treat such monies in accordance with California's unclaimed property laws.
 - 5.2.6.1.1. Vendor shall provide an explanation should it propose an alternative process for how remaining dormant/expired pre-paid funds are handled.
- 5.2.7. Describe Vendor's direct bill option.
- 5.2.8. Specify the minimum amount required on a pre-paid collect account to complete a call.
 - 5.2.8.1. Vendor 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 Facility(s).
- 5.2.9. Vendor shall describe in detail what happens when an inmate attempts a call to a pre-paid collect account that has insufficient funds.

5.3. Vendor Retention of Account Information

- 5.3.1. For the purpose of aiding in investigations, Vendor must retain 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 Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.

6. GENERAL CONDITIONS

6.1. Scope

6.1.1. CCCSO requires a turnkey inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid cards, debit, free and visitation sessions. Vendor shall install and operate inmate telephones, and related equipment as well as a video visitation solution as identified in **Section 7.15 – Video Visitation Specifications**. Vendor shall, without cost to CCCSO, provide all wiring for the inmate telephones, install the inmate telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility(s) to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid cards, debit and free calls from the Facility(s).

6.1.1.1. CCCSO is in the process of submitting a proposal to fund an expansion at the West County Detention Facility. For the purposes of this RFP, Vendors shall structure their proposal to cover Facilities less the new expansion building. CCCSO does not have a firm timeframe for when the new building will open and begin to house inmates; however, CCCSO anticipates that the building's opening will occur during the term of the Agreement which is awarded as a result of this RFP. CCCSO reserves the right to modify the term of the subsequent Agreement based on the opening of the new building, at which time CCCSO and the awarded Vendor will mutually agree upon any adjustments to the Agreement terms and commission structure.

6.1.2. Vendor shall supply details of Vendor's proposed ITS which shall include, but not be limited to: system version (if Vendor uses multiple ITS versions and/or releases), system design (centralized vs. premise based), technical specifications, software applications, hardware architecture and networking capabilities.

6.1.2.1. Include a description, as well as visual aids, of the inmate telephone sets, TDD units and cart/portable sets proposed for installation at the Facility(s).

6.2. Agreement Length

6.2.1. CCCSO intends to award a 3 year Agreement ("Initial Term"). CCCSO shall have the option to renew for 2 additional 1 year terms or on a month-to-month basis with 90 days written notice to Vendor prior to the expiration of the Initial Term or renewal term of the Agreement. All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal terms. The Agreement shall not automatically renew.

6.3. Surety Bond

6.3.1. Within 10 calendar days after the award of the RFP /Agreement execution date and prior to any installation work or equipment delivery, the awarded Vendor shall furnish a bond in the form of a Surety Bond, Cashier's Check, or Irrevocable Letter of Credit, issued by a surety company authorized to do business in the State of California, and payable to CCCSO.

6.3.2. The Surety Bond must be made payable to CCCSO in the amount of \$145,000.00 and will be retained during the full term of the Agreement and any renewal terms. Personal or company checks are not acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond.

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

6.4. Compensation and Reporting

- 6.4.1. Vendor shall pay commission on all Gross Revenue generated by and through the proposed ITS. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Vendor that are in any way connected to the provision of service pursuant to this RFP and Agreement. 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/INTRAsate, INTRAlata/INTERstate, INTERlata/INTRAsate, INTERlata/INTERstate and International calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Vendor.
- 6.4.2. Vendor shall pay commission on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Vendor expense.
- 6.4.3. Vendor shall specify any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facility(s). All fees must comply with the California Public Service Commission (CPSC) or the Federal Communications Commission (FCC) regulations and be approved by CCCSO prior to implementation. CCCSO and Vendor shall mutually agree on the method for compensation associated with the additional charges/fees due to CCCSO.
- 6.4.4. Any charges/fees added to the called party's bill not in compliance with the Federal Communications Commission (FCC) regulations, and implemented without the express written consent of CCCSO, shall incur a fine of \$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
- 6.4.4.1. CCCSO shall notify Vendor of any unapproved additional fees, fee amounts and/or charges of which CCCSO becomes aware of and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to CCCSO within 30 days.
- 6.4.4.2. Should CCCSO and Vendor mutually agree that the charges/fees will remain, CCCSO and Vendor shall mutually agree on a method for compensation.
- 6.4.4.3. Should CCCSO and Vendor mutually agree that the charges/fees are to be discontinued, Vendor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 6.4.5. Notwithstanding the foregoing, Gross Revenue does not include:
- 6.4.5.1. Pre-Paid Collect fee. A Pre-paid Collect fee is defined as a fee imposed on called parties who set up and/or fund a pre-paid collect account with Vendor to accept calls. All Pre-paid Collect fees must be approved by CCCSO and are subject to the penalty identified above if not approved by CCCSO in advance. Vendor shall specify these amounts in **Appendix B – Calling Rates and Commissions.**
- 6.4.5.2. Billing Statement fee. A Billing Statement fee is defined as a fee tariffed by Vendor and charged to called parties for processing a collect call on a LEC telephone bill. All Billing Statement fees must be approved by CCCSO and are subject to the penalty identified above if not approved by CCCSO in advance. Vendor shall specify these amounts in **Appendix B – Calling Rates and Commissions.**
- 6.4.5.3. Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.
- 6.4.5.4. A "Free" call shall be defined as a call not generating any revenue or compensation for Vendor. Calls to telephone numbers that appear on the free call list supplied by CCCSO shall not generate revenue or compensation for Vendor and shall not be commissionable to CCCSO. Only those numbers designated by CCCSO on the free call list shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Vendor receives revenue or compensation, notwithstanding the source, from

any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to CCCSO. CCCSO reserves the right to enter a free number in the ITS as deemed appropriate by CCCSO and without the assistance of Vendor.

6.4.5.4.1. Unauthorized free calls which are completed by and through the ITS shall be considered part of Gross Revenue and commissionable to CCCSO.

6.4.5.5. Complimentary calls associate with Vendor's pre-paid collect program are not commissioned. Vendor shall specify the duration of and the frequency between each complimentary call to a unique telephone number. Vendor shall indicate how complimentary calls are labeled in the call detail records.

6.4.6. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, etc. as acceptance). The call shall be deemed complete and commissionable regardless if Vendor can bill or collect revenue on the call.

6.4.7. Vendor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. This includes all taxes as applicable for collect, debit, pre-paid and any other calls or services provided.

6.4.7.1. Vendor may, upon request from CCCSO, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Vendor is solely responsible for obtaining a resale certificate from the commissary provider. Vendor is responsible for obtaining all proper documentation from the commissary provider. Vendor's agreement with the commissary provider must address the requirements set forth in this section.

6.4.8. It is expressly understood that CCCSO is not responsible in any way, manner or form for any of Vendor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to Vendor's services.

6.4.9. Commission for pre-paid cards shall be based on the face value of the pre-paid cards purchased by CCCSO. Commission shall be due to CCCSO in the traffic month CCCSO placed the pre-paid card order and payable under **Section 6.7 – Payment and Reporting**.

6.4.9.1. Vendor shall invoice CCCSO the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid cards.

6.4.9.2. Should CCCSO cancel the pre-paid card services at the Facility(s), Vendor shall deactivate and refund to CCCSO the amount of any unused pre-paid cards which have a full balance at the time of the cancellation of the pre-paid card program.

6.4.10. Commission for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable under **Section 6.7 – Payment and Reporting**.

6.4.10.1. On the 5th day of the month following the month of traffic, Vendor shall submit a monthly invoice and corresponding debit purchase or usage report to CCCSO for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.

6.4.11. Vendor may, at its own option, include a financial incentive offer in addition to the commission proposal shown in **Appendix B– Calling Rates and Commissions**.

6.4.12. Vendor may, at its own option, include an up-front Minimum Annual Guarantee ("MAG") or a Minimum Monthly Guarantee ("MMG") payment to be specified in **Appendix B– Calling Rates and Commissions**.

6.5. Public Telephone Specifications

- 6.5.1. Vendor shall furnish, install and maintain the number of public pay telephone(s) specified in Appendix A – Facility Specifications for use by the general public at no cost to CCCSO. All commissions and reporting due to CCCSO for the public telephone installed by Vendor shall follow Section 6.7 – Payment and Reporting. The calling rates for the public pay telephone(s) shall mirror the collect calling rates chosen for the ITS. Vendor shall propose a commission rate based on the Gross Revenue generated by the public pay telephone(s) or a flat monthly fee amount in Appendix B – Calling Rates and Commissions. Gross revenue shall include all local, INTRAlata/INTRAsate, INTRAlata/INTERsate, INTER/INTRAsate, INTERlata/INTERsate and International collect, credit card and coin revenue.

6.6. Rate Requirements

- 6.6.1. Vendor must agree to provide the required calling rates specified in Appendix B– Calling Rates and Commissions and must be in compliance with California laws and applicable regulations.
- 6.6.2. Before any new calling rate increases or decreases are implemented, Vendor must submit a written request to receive approval from CCCSO. CCCSO will respond in writing to Vendor's request.
- 6.6.2.1. If Vendor decreases the calling rates without the written approval of CCCSO, Vendor shall be responsible for paying commissions on the Gross Revenue calculated by applying the calling rates prior to the unapproved change.
- 6.6.2.2. If Vendor increases the calling rates without the express written approval of CCCSO, Vendor shall be responsible for paying commission on the Gross Revenue calculated by applying the increased rates. Vendor must also issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to CCCSO as documentation. CCCSO will not issue a refund of commission paid to Vendor for unapproved rate increases. If Vendor is unable to issue refunds and/or provide the required documentation, Vendor shall issue a payment to CCCSO as concession. The payment amount shall be in the amount of Vendor's portion of the Gross Revenue generated from the overbilled calls.
- 6.6.3. Vendor will implement any rate adjustments requested by CCCSO within 10 calendar days of said request, subject to regulatory approval.
- 6.6.4. Vendor shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS ("Duration Rounding"). For calls 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 calling rates are applied. If Vendor has a rounding policy for calls less than 10 seconds, Vendor shall indicate as much in its response to this RFP.
- 6.6.5. During the call rating process, Vendor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices ("Calling Rate Rounding").
- 6.6.6. For call rating purposes, mileage calculations shall be completed using airline distance between serving wire centers associated with the originating and terminating points of a call ("Mileage Rounding"). The servicing wire centers shall be determined by the area codes and exchanges of the origination and destination points. The formula for calculating airline distance is as follows; "V" and "H" coordinates shall be obtained for the wire centers serving Vendor and the destination point. Indicate if Vendor utilizes a different formula for calculation purposes.

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

6.6.7. Should the number resulting from the formula be a fraction, Vendor shall round the fraction value to the next higher whole number.

6.7. Payment and Reporting

6.7.1. Vendor shall provide monthly commission payments and traffic detail reports to CCCSO on or before the 25th day of the month following the traffic month. CCCSO requests commission payments are sent via wire transfer. CCCSO requires the traffic detail reports be sent electronically in an exploitable format.

6.7.2. Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid and debit calls down to the inmate level and for each inmate telephone at the Facility(s):

- 6.7.2.1. Facility Name;
- 6.7.2.2. Facility Identification Number/Site Identification Number;
- 6.7.2.3. Facility Address (Street, City, State and Zip);
- 6.7.2.4. Automatic Number Identifier;
- 6.7.2.5. Inmate Telephone Station Port/Identifier;
- 6.7.2.6. Inmate Telephone Location Name;
- 6.7.2.7. Local Call, Minutes, Gross Revenue and Commission (per inmate telephone);
- 6.7.2.8. INTRAlata/INTRAsate Call, Minutes, Gross Revenue and Commission (per inmate telephone);
- 6.7.2.9. INTERAlata/INTERAsate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- 6.7.2.10. INTRAlata/INTERstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- 6.7.2.11. INTERAlata/INTERstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- 6.7.2.12. International Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- 6.7.2.13. Commission Rate (%);
- 6.7.2.14. Total Calls, Minutes, Revenue and Commission Amount (per inmate telephone); and
- 6.7.2.15. Traffic Period and Dates.

6.7.3. Vendor 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, commission rate and commission total.

6.7.4. Vendor shall provide a sample report showing how all of the above requirements will be met. Vendor shall indicate if any of the required fields above cannot be provided or supplied in the Exceptions addendum section of its response to this RFP.

6.7.5. Vendor shall provide monthly system platform Call Detail Records ("CDRs"), billing files and a miscellaneous charges/fees report to CCCSO no later than the 25th day of the month following the month of traffic. The billing files shall also include all collect charges/fees report each month.

6.7.6. The billing files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:

- 6.7.6.1. Record ID;
- 6.7.6.2. Facility Name;
- 6.7.6.3. Facility ID;

- 6.7.6.4. From ANI;
 - 6.7.6.5. To ANI;
 - 6.7.6.6. Batch Number/ID;
 - 6.7.6.7. Seconds;
 - 6.7.6.8. Revenue Period;
 - 6.7.6.9. Date (yymmdd);
 - 6.7.6.10. Connect Time (hhmmss);
 - 6.7.6.11. Billable Time (hhmmss);
 - 6.7.6.12. Multiple Rate Indicator;
 - 6.7.6.13. Personal Identification Number Digits;
 - 6.7.6.14. Originating City;
 - 6.7.6.15. Originating State;
 - 6.7.6.16. Bill City;
 - 6.7.6.17. Bill State;
 - 6.7.6.18. Rounded Bill Time Indicator;
 - 6.7.6.19. Bill Number;
 - 6.7.6.20. LATA ID;
 - 6.7.6.21. Settlement Code;
 - 6.7.6.22. Message Type;
 - 6.7.6.23. Charge Amount;
 - 6.7.6.24. Additional Fees and Line Surcharges;
 - 6.7.6.25. Specialized Calling Indicator;
 - 6.7.6.26. Validation Indicator;
 - 6.7.6.27. Tax Exempt Indicator;
 - 6.7.6.28. Rate Period; and
 - 6.7.6.29. Rate Class.
- 6.7.7. Vendor shall also provide a sample billing file in EMI format (showing all fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. Vendor shall provide a listing of all fields that will not be released in the Exceptions addendum section of its response to this RFP.
- 6.7.8. The miscellaneous charges/fees report shall contain, without limitation, the following information for all fees applied to calls from the Facility(s):
- 6.7.8.1. Facility ID;
 - 6.7.8.2. Date;
 - 6.7.8.3. From ANI;
 - 6.7.8.4. To ANI;
 - 6.7.8.5. Billed ANI;
 - 6.7.8.6. Fee Type; and
 - 6.7.8.7. Fee Amount.
- 6.7.9. The raw CDRs shall contain all calls (both attempted and completed), and inbound voicemail messages and voicemail retrievals, which originate from the Facility(s) for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, the CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:
- 6.7.9.1. Facility Name;
 - 6.7.9.2. Facility ID;
 - 6.7.9.3. From ANI;

- 6.7.9.4. To ANI;
 - 6.7.9.5. Batch Number / ID;
 - 6.7.9.6. From City;
 - 6.7.9.7. From State;
 - 6.7.9.8. To City;
 - 6.7.9.9. To State;
 - 6.7.9.10. Station ID;
 - 6.7.9.11. Phone Name or Location;
 - 6.7.9.12. Inmate ID;
 - 6.7.9.13. Personal Identification Number;
 - 6.7.9.14. Pre-Paid Card ID;
 - 6.7.9.15. Revenue Period;
 - 6.7.9.16. Call Start (yymmdd; hhmmss);
 - 6.7.9.17. Call End (yymmdd; hhmmss);
 - 6.7.9.18. Seconds;
 - 6.7.9.19. Call Type (e.g. local, etc.);
 - 6.7.9.20. Bill Type (e.g. free, collect, etc.);
 - 6.7.9.21. Cost;
 - 6.7.9.22. Tax;
 - 6.7.9.23. Validation Result;
 - 6.7.9.24. Termination Reason;
 - 6.7.9.25. LIDB Status; and
 - 6.7.9.26. Completion Indicator.
- 6.7.10. The system CDRs shall be stored in a minimum of 3 locations to avoid any possibility of CDRs being lost.
- 6.7.11. Vendor shall provide a sample CDR (showing all raw fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. Vendor shall provide a listing of all fields that will not be released in the Exceptions addendum section of its response to this RFP.
- 6.7.12. Commission discrepancies must be resolved by Vendor, and to CCCSO's reasonable satisfaction, within 30 days of receipt of discrepancy notification from CCCSO or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of CCCSO. CCCSO further retains the right to pursue any other legal remedies it deems necessary.
- 6.7.13. Commission payments, traffic detail reports, miscellaneous charges/fees report, billing files, CDRs and/or reports not containing the required fields, received by CCCSO after the date specified in **Section 6.7 – Payment and Reporting** are subject to late charges and/or fines.
- 6.7.13.1. Late charges and/or fines for commission payments shall be equal to 5% per month of the commission due.
 - 6.7.13.2. Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the 25th day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.
 - 6.7.13.3. If the commission payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

6.8. Reconciliation

- 6.8.1. From the Effective Date of the Agreement and for a period of 2 years after the termination of the Agreement, upon 10 business day's written notice, CCCSO shall have the right to examine and/or reconcile Vendor's information (records, data, compensation records) pertaining to the Agreement.
- 6.8.2. CCCSO requires Vendor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which commissions can be determined. The records shall include all CDRs, EMI billing files, pre-paid card sales and associated invoices, debit usage reports and associated invoices and commissioning reports during the term of the Agreement.
- 6.8.3. CCCSO reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of CCCSO's sole choice.

6.9. Assignment and Mergers/Acquisition

- 6.9.1. The services to be performed under the Agreement shall not be assigned, sublet or transferred without 30 days advance written notification to CCCSO and then only upon Vendor's receipt of CCCSO's written consent.
- 6.9.2. Upon receipt of CCCSO's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Vendor. However, CCCSO may assign any and/or all of its rights and obligations hereunder without Vendor's written consent but upon CCCSO's written notice thereof to Vendor (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger, acquisition or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.
- 6.9.3. If subsequent to this RFP and the execution of the Agreement, Vendor merges or is acquired by another entity, the following documents must be submitted to CCCSO:
 - 6.9.3.1. Corporate resolutions prepared by the awarded Vendor and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes;
 - 6.9.3.2. New Vendor's Federal Identification Number (FEIN) if applicable; and,
 - 6.9.3.3. Other documentation requested by CCCSO.
- 6.9.4. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein.

6.10. Independent Contractor

- 6.10.1. Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing CCCSO to exercise control over the manner or method by which Vendor or its subcontractors perform under the Agreement.

6.11. Termination/Default

- 6.11.1. In the event Vendor fails to perform any terms or conditions of the Agreement, CCCSO may consider Vendor in default of the Agreement and supply Vendor written notice of such default. In the event said default is not remedied to the satisfaction and approval of CCCSO within 30 calendar days of receipt of such notice, CCCSO may terminate the Agreement. Upon termination, Vendor shall adhere to the transition requirements as outlined in **Section 7.3 - Transition**.
- 6.11.2. CCCSO may terminate the Agreement at any time, without penalty, upon Vendor's receipt of 90 days written notice. Upon termination, Vendor shall follow the transition requirements outlined in **Section 7.3 - Transition**.

- 6.11.3. For any reason, should Vendor be unable to satisfy the requirements contained in the Agreement, CCCSO may, in its sole discretion, call for the Surety Bond due, in part or in full, for non-performance and/or as liquidated damages.

6.12. Indemnification

- 6.12.1. Vendor shall defend, indemnify, and hold CCCSO and its affiliates, agents, employees, officers, directors, and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened under the Agreement, for (a) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, Vendor or any of its employees, agents or subcontractors in providing the equipment and services hereunder, (b) the operation of Vendor's business or ITS; (c) any breach by Vendor of its obligations hereunder; or (d) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the ITS, except where such claims, demands or liabilities are due to the sole negligence of CCCSO, its agents or employees.
- 6.12.2. CCCSO agrees to provide Vendor with reasonable and timely notice of any claim, demand or cause of action made or brought against CCCSO arising out of or related to the services rendered by Vendor. Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. CCCSO will promptly advise Vendor of any proposed agreement to compromise or settle any claim and Vendor will have 10 days to respond to such proposal.
- 6.12.3. In the event an infringement claim is made or threatened against CCCSO, or injunctive relief is granted to a claimant, Vendor shall (a) obtain the right for CCCSO to continue use of the services; (b) substitute other services of like capability, or (c) replace or modify the services to render them non-infringing while retaining like capability. In the event Vendor is unable to perform any of the above, CCCSO may terminate the Agreement upon 60 days written notice to Vendor and Vendor shall be responsible for all of CCCSO's costs and expenses of whatever nature or kind in connection therewith.
- 6.12.4. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

6.13. Insurance

- 6.13.1. During the period of the Agreement, Vendor, at its own expense, agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of California, and in a standard form approved by the Board of Insurance Commissioners of the State of California. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure CCCSO and the public from any loss or damage that may arise to any person or property as a result of the services rendered by Vendor.
- 6.13.2. Vendor shall provide CCCSO with a 30 day advance written notice of cancellation or material changes in said insurance.
- 6.13.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- 6.13.4. Vendor shall provide CCCSO a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show CCCSO as an additional insured and shall include a waiver of subrogation:
- 6.13.4.1. **Automobile Liability:**
- 6.13.4.1.1. Bodily Injury (each person): \$250,000.00
- 6.13.4.1.2. Bodily Injury (each accident): \$500,000.00
- 6.13.4.2. **General Liability (Including Contractual Liability):**
- 6.13.4.2.1. Bodily Injury or Death (per person): \$1,000,000.00
- 6.13.4.2.2. Property Damage (per incident resulting in injury or destruction of property): \$100,000.00

6.13.4.3. **Excess Liability:**

6.13.4.3.1. Umbrella Form: \$1,000,000.00

6.13.4.4. **Worker's Compensation:** Statutory

- 6.13.5. CCCSO agrees to provide Vendor with reasonable and timely notice on any claim, demand or cause of action made by or brought against CCCSO arising out of the service provided by Vendor. Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 6.13.6. For any person or contractor with whom Vendor enters into a contract to provide the services defined in this RFP, Vendor must:
- 6.13.6.1. Provide a certificate of coverage, for all persons providing the services defined in this RFP and prior to those persons beginning work on any project, showing coverage is being provided for the duration of the Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of California Labor Code.
 - 6.13.6.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Vendor's current certificate of coverage ends during the duration of the project.
 - 6.13.6.3. Retain all required certificates of coverage for the duration of the project and for 2 years thereafter;
 - 6.13.6.4. Notify CCCSO in writing, within 10 days after Vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 6.13.7. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Vendor and CCCSO and to ensure that CCCSO is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Agreement.

7. SYSTEM REQUIREMENTS

7.1. Standards

- 7.1.1. Inmate telephone services are to be provided and shall comply with the most current applicable Federal Communication and/or Public Service Commission regulations relating to inmate telephone service in correctional facilities. Vendor shall be responsible for maintaining and monitoring the most current regulations relating to inmate telephone service throughout the term of an Agreement.

7.2. Installation Requirements

- 7.2.1. In its response to this RFP, Vendor shall submit an implementation plan, which shall include an installation schedule, for each Facility(s). Initial installations must be completed within 60 days of the effective date of the Agreement. The implementation plan will become a part of the Agreement and must be followed.
- 7.2.1.1. If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Vendor may incur liquidated damages in the amount of \$500.00 for each day beyond the installation date until the installation is incomplete. However, Vendor shall not incur liquidated damages if the cause of the delay is beyond the Vendor's reasonable control.
- 7.2.1.2. Should Vendor incur liquidated damages, CCCSO will invoice Vendor. Payment of the invoice shall be made to CCCSO within 30 days of Vendor's receipt of the invoice.
- 7.2.2. Vendor shall be responsible for all costs associated with the inmate telephone system, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and

- day-to-day operation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications.
- 7.2.3. Vendor's ITS shall not be configured to reside on or use CCCSO's network unless agreed upon by CCCSO.
- 7.2.4. Vendor agrees to obtain CCCSO's written approval before making any physical changes to the Facility(s), such as drilling into walls, floors, ceilings or any other portion of the Facility(s). This includes existing, newly constructed and/or expanded Facility(s).
- 7.2.5. Vendor shall install the telephones, pedestals, enclosures and ITS equipment and software in accordance with the manufacturer's specifications.
- 7.2.6. All telephone equipment provided shall be fully operational at the time of the initial installation.
- 7.2.7. 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 telephones is specified in Appendix A – Facility Specifications. Placards containing dialing instructions in both English and Spanish shall be placed on each phone and shall be replaced each time an inmate telephone set is replaced. The telephones must not contain any exterior removable parts.
- 7.2.8. Vendor shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided by Vendor upon CCCSO's request and at no cost.
- 7.2.9. Vendor agrees to work in conjunction with CCCSO's IT Director to coordinate all new and additional wiring needs.
- 7.2.10. Use of existing conduit, raceways, cable, wiring, switches and terminal within the Facility(s) is at the risk of Vendor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Vendor becomes CCCSO's property upon termination and/or expiration of the Agreement.
- 7.2.11. Vendor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial buildings and must be approved by the Facility(s) maintenance personnel.
- 7.2.12. At no cost to CCCSO, Vendor shall install additional inmate telephones, monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed or expanded Facility(s).
- 7.2.12.1. If the installation of the additional inmate telephones is not completed within 30 days, Vendor may incur liquidated damages in the amount of \$500.00 for each day beyond the 30-day installation date until the installation is complete. However, Vendor shall not incur liquidated damages if the cause of the delay is beyond the Vendor's reasonable control.
- 7.2.12.2. Should Vendor incur liquidated damages, CCCSO will invoice Vendor. Payment of the invoice shall be made to CCCSO within 30 days of Vendor's receipt of the invoice.
- 7.2.13. Vendor shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment on all lines used for the ITS.
- 7.2.14. All telephone equipment shall be powered by the telephone line, not require an additional power source and shall have an Uninterruptible Power Supply ("UPS") back-up power. A separate power supply shall not be required. A power source will be available at the demarcation location.
- 7.2.14.1. Vendor shall provide the UPS back-up power source to ensure there is no loss of recordings or real time call data in the event of a power failure.
- 7.2.15. Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facility(s) or as otherwise specified by CCCSO.
- 7.2.16. Vendor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by CCCSO, no equipment, inventory or spare parts shall be stored by Vendor at the Facility(s).

- 7.2.17. Vendor shall correct any damage to CCCSO's property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
- 7.2.18. Vendor shall install, repair and maintain all Vendor provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facility(s). All Vendor provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Vendor.
- 7.2.19. Upon completion of the initial installation and any ongoing installations, Vendor shall provide CCCSO with a list of telephone numbers, equipment specifications and locations of each device/unit.
- 7.2.20. Vendor shall indicate any environmental conditions required for the proposed ITS; indicate whether Vendor proposes to make any changes to the phone room at the Facility(s) based on the site evaluation.
- 7.2.21. Vendor must indicate the physical size of the ITS equipment to be installed at the Facility(s) and provide a diagram or visual aid.
- 7.2.22. Vendor shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation.
- 7.2.23. Vendor shall install/mount its equipment in accordance with CCCSO's requirements.

7.3. Transition

- 7.3.1. For the initial installation, Vendor will work with CCCSO and the incumbent inmate telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by CCCSO.
 - 7.3.1.1. All phone installation locations must be approved by CCCSO.
- 7.3.2. Upon expiration, termination, or cancellation of the Agreement, Vendor shall accept the direction of CCCSO to ensure inmate telephone services are smoothly transitioned. At a minimum, the following shall apply:
 - 7.3.2.1. Vendor acknowledges that the CDRs, call recordings, documentation, reports, data, etc., contained in the ITS are the property of CCCSO. CCCSO acknowledges the ITS hardware and software are the property of Vendor.
 - 7.3.2.1.1. At no cost to CCCSO, Vendor shall supply 8 workstation(s) which shall become the property of CCCSO after expiration, cancellation or termination of the Agreement to allow CCCSO access to all CDRs, call recordings, documentation, reports, data, etc. contained in the ITS.
 - 7.3.2.1.2. The CDRs, call recordings, documentation, reports, data, etc. shall be provided to CCCSO by Vendor on a storage medium and in a user-friendly, searchable and electronic format at no cost to CCCSO within 15 days following the expiration and/or cancellation of the Agreement. Vendor shall accept CCCSO's reasonable decision whether the solution provided is acceptable.
 - 7.3.2.2. Vendor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by CCCSO. Vendor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement. Commissions will be due and payable by Vendor to CCCSO at the percentage provided in the Agreement until collect, debit and/or pre-paid calls are no longer handled by Vendor.
- 7.3.3. Vendor agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with the ITS.

7.4. ITS and User Application Specifications

- 7.4.1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, international calling.
- 7.4.2. 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.

- 7.4.3. Vendor agrees to install the quantity of telephones, pedestals, enclosures, booths, etc. required by CCCSO as outlined in Appendix A – Facility Specifications.
- 7.4.4. Vendor shall provide a sufficient number of lines, ports, channels, etc. to ensure inmates are allowed to place calls 99.5% of the time. CCCSO reserves the right to require Vendor to revise its configuration to a 1:1 (telephone to line, port, etc.) ratio should the configuration installed by Vendor result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by Vendor at no cost to CCCSO.
- 7.4.5. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephones installed must include volume control. Vendor shall accept CCCSO's reasonable decision regarding whether the reception quality is acceptable.
- 7.4.6. 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.
- 7.4.7. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing, etc. Vendor shall provide information on how the proposed ITS will be able to meet this requirement.
- 7.4.8. The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Vendor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 7.4.9. With each call, the ITS must provide an automated message to advise the called party that:
- 7.4.9.1. The call is coming from a correctional facility;
 - 7.4.9.2. The call is coming from a specific inmate; and
 - 7.4.9.3. The call may be monitored and recorded.
- 7.4.10. With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.
- 7.4.11. 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:
- 7.4.11.1. The inmate may record a name each time a call is placed. CCCSO requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
 - 7.4.11.2. 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. CCCSO requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
 - 7.4.11.3. No name is recorded. If CCCSO selects this option, the announcement to the called party should not include silence or an interruption where the name recording would normally be included.
- 7.4.12. Vendor shall indicate the number of times the ITS plays the call acceptance information to the called party and whether the called party may interrupt the prompts by selecting a digit on the keypad. Vendor shall provide a script of the call acceptance information provided to the called party.
- 7.4.13. The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated. Vendor shall indicate whether the called party will be able to select the preferred language for call prompts.
- 7.4.14. Vendor shall subscribe to the LEC Line Information Data Base ("LIDB"). Vendor shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening ("BNS"). Vendor must assume all responsibility for the cost and accuracy of validation.

- 7.4.15. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. Vendor shall provide a list of the available recordings as well as a complete description of each. CCCSO reserves the right to request Vendor to modify/revise the recordings at any time during the Agreement at no cost to CCCSO and within 30 days of the request.
- 7.4.16. ITS shall allow free local calls from select intake/booking inmate telephones. Free calls shall require an inmate to enter a PIN to place a call, and all free local calls, excluding calls to attorneys, shall be recorded. Vendor shall provide signage to post near the free telephones to notify inmates that all free local calls are subject to recording and monitoring. The signage shall also include instructions for placing a call to an attorney which shall not be subject to recording and monitoring.
- 7.4.17. Vendor shall provide information on any security configurations available within the ITS to prevent fraud relative to automated phone trees (e.g. inmates pressing digits and getting to a live operator, etc.).
- 7.4.18. Following the dialing sequence, Vendor shall indicate whether the ITS can be configured to:
- 7.4.18.1. Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.);
 - 7.4.18.2. Place the inmate on-hold and not permit the inmate to hear the call progress.
- 7.4.19. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- 7.4.20. The ITS shall be able to program a specific speed dial code to selected telephone numbers as determined by CCCSO and at no cost to CCCSO and without the assistance of Vendor.
- 7.4.21. The ITS shall be capable of processing and completing international collect calls. Vendor must specify how international collect calls are processed and completed via the proposed ITS.
- 7.4.22. Vendor must specify its process for completing calls that would otherwise be blocked because of Competitive Local Exchange Carriers ("CLEC"), cell phones and unbillable issues. Vendor shall also identify the average percentage of calls that fail validation because of CLEC, cell phones and unbillable issues.
- 7.4.23. The ITS user application shall allow CCCSO to query the CDRs for inmate activities and calling patterns.
- 7.4.24. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
- 7.4.24.1. Inmate Name (First, Last);
 - 7.4.24.2. Inmate Personal Identification Number;
 - 7.4.24.3. Record Identifier;
 - 7.4.24.4. Date Range (Start Date/Time and End Date/Time);
 - 7.4.24.5. Facility(s);
 - 7.4.24.6. Called Number;
 - 7.4.24.7. Originating Number;
 - 7.4.24.8. Station Port;
 - 7.4.24.9. Station Name;
 - 7.4.24.10. Call Type;
 - 7.4.24.11. Bill Type;
 - 7.4.24.12. Duration (minimum and maximum);
 - 7.4.24.13. Call Amount;
 - 7.4.24.14. Flagged Calls;
 - 7.4.24.15. Monitored Calls;
 - 7.4.24.16. Recording Type;
 - 7.4.24.17. Completion Type;
 - 7.4.24.18. Termination Type;
 - 7.4.24.19. Validation Result;
 - 7.4.24.20. Pre-Paid Card ID Number;

- 7.4.24.21. Phone Group(s); and
- 7.4.24.22. Custom Search.
- 7.4.25. The ITS user application shall allow CDR query results to be exported in a format selected by CCCSO(.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Vendor is able to meet this requirement.
- 7.4.26. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
 - 7.4.26.1. Call Statistics by Date Range;
 - 7.4.26.2. Frequently Called Numbers;
 - 7.4.26.3. Frequently Used Personal Identification Numbers;
 - 7.4.26.4. Commonly Called Number;
 - 7.4.26.5. Call Detail Report;
 - 7.4.26.6. Gross Revenue Report by Date Range;
 - 7.4.26.7. Facility Totals and Statistics;
 - 7.4.26.8. Called Party/Number Accepting Report;
 - 7.4.26.9. Fraud/Velocity Report;
 - 7.4.26.10. Total Calls;
 - 7.4.26.11. Calling List (PAN) Report;
 - 7.4.26.12. Pre-Paid Card Report;
 - 7.4.26.13. Debit Usage Report;
 - 7.4.26.14. Debit Balance and Funding Report;
 - 7.4.26.15. Pre-Paid Card Balance Report;
 - 7.4.26.16. Bill and Call Type Distribution;
 - 7.4.26.17. Phone Usage;
 - 7.4.26.18. Reverse Look-Up;
 - 7.4.26.19. User Audit Trail; and
- 7.4.27. The ITS user application shall allow CCCSO to export the reports in a format selected by CCCSO(.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Vendor is able to meet this requirement.
- 7.4.28. The ITS shall have the capability to customize reports in a form mutually agreed upon by CCCSO and Vendor.
- 7.4.29. Vendor's ITS user application shall at a minimum allow:
 - 7.4.29.1. The creation, modification and deactivation of user accounts;
 - 7.4.29.2. The creation, modification and deactivation of inmate accounts;
 - 7.4.29.3. The creation and modification of telephone numbers in the ITS;
 - 7.4.29.4. Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
 - 7.4.29.5. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - 7.4.29.6. Block/unblock telephone numbers without the assistance of Vendor; and,
 - 7.4.29.7. Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- 7.4.30. Vendor shall indicate whether the ITS has the capability to allow CCCSO to create, view and track service tickets associated with the ITS or Facility(s).
- 7.4.31. Vendor shall ensure continuous diagnostics and supervision for call processing and call recording. Vendor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc. Vendor shall provide detailed information on the frequency Vendor

- performs remote diagnostics and troubleshooting processes which shall include failure reports, alarms, service history and other steps taken.
- 7.4.32. 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”).
- 7.4.32.1. Vendor shall provide the number of TDD telephones and ports specified in **Appendix A – Facility Specifications**.
- 7.4.32.2. Vendor must indicate how the TDD telephones work with the proposed ITS.
- 7.4.32.3. Vendor shall provide detail on how TDD calls can be recorded and monitored via the ITS.
- 7.4.32.4. Vendor shall provide detail on how call controls configured in the ITS are preserved for calls placed via a relay service (e.g. blocked telephone numbers, etc.).
- 7.4.32.5. Vendor shall indicate whether TDD calls can be billed. If so, Vendor shall provide detailed information on the billing process used for TDD calls.
- 7.4.33. The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
- 7.4.34. 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 CCCSO, shall be provided at no cost to CCCSO. Vendor shall accept CCCSO’s direction for how pro-bono calling services are configured via the ITS.
- 7.4.35. Vendor shall be able to establish an informant line at no cost to CCCSO. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by CCCSO. Vendor shall accept CCCSO’s direction for how the informant line is configured through the ITS.
- 7.4.36. Vendor shall work with CCCSO to configure inmate telephones at each of the Facilities to accommodate propria persona (pro-per) telephone calls for inmates choosing to represent and manage their own legal defense. All pro-per calls shall be free, but shall be limited to 2 pro-per calls per day per inmate with a maximum of 280 minutes per week per inmate. For the purpose of the pro-per telephone calls, the weekly maximum minutes shall be calculated from Friday to Thursday of each week. All pro-per calls shall utilize an inmate PIN.
- 7.4.36.1. Vendor shall provide quarterly pro-per reports to CCCSO. Such quarterly reports shall include a projected estimated cost of each pro-per call to determine what the costs would be if the applicable calling rate was applied to the free pro-per call.. The quarterly pro-per reports shall be in an Excel format and shall include, at a minimum , the following fields:
- 7.4.36.1.1. Facility name;
- 7.4.36.1.2. Phone Type (e.g. pro-per);
- 7.4.36.1.3. Inmate PIN;
- 7.4.36.1.4. Station ID;
- 7.4.36.1.5. Date (yyymmdd);
- 7.4.36.1.6. Call Type (e.g. Intralata, etc.);
- 7.4.36.1.7. Number of Pro-Per Calls Per Day by Inmate PIN;
- 7.4.36.1.8. Rounded Minutes of Use; and
- 7.4.36.1.9. Estimated Cost.
- 7.4.37. Vendor shall work with CCCSO to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Vendor shall:
- 7.4.37.1. Route free calls via the ITS to a destination provided and designated by CCCSO which may or may not be the same as that used for the CCCSO informant line.
- 7.4.37.2. At no cost to CCCSO, provide a telephone line to CCCSO dedicated for PREA calls to which the calls will be routed as free.

- 7.4.37.3. ITS shall have the capability of allowing inmates to place PREA calls or leave messages anonymously.
- 7.4.37.4. CCCSO, at its sole discretion, may or may not choose to monitor and record PREA calls.

7.5. Security Features

7.5.1. The ITS shall prohibit:

- 7.5.1.1. Direct-dialed calls of any type;
- 7.5.1.2. Access to a live operator for any type of calls;
- 7.5.1.3. Access to "411" information services;
- 7.5.1.4. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
- 7.5.1.5. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.

7.5.2. The ITS shall prevent call collision or conference calling among telephone stations.

7.5.3. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). CCCSO 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:

- 7.5.3.1. At demarcation location;
- 7.5.3.2. Central control; and
- 7.5.3.3. By select housing units.

7.5.4. The ITS shall not accept any incoming calls. Vendor shall work with the LEC to ensure such control.

7.5.5. Vendor shall provide a detailed explanation of the information displayed on the called party's caller ID each time a call from the Facility(s) is placed (e.g. unknown number, Vendor's customer service number, B-1, ANI, etc.).

7.5.6. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc. Vendor shall provide a list of the available pre-recorded announcements. Vendor shall describe its process for adjusting the duration of the call or excluding the pre-recorded announcements from the cost of a call.

7.5.7. The ITS, upon detection of a three-way call, forwarded call, conference call, etc. shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.

7.5.7.1. Indicate whether the ITS plays a message to the inmate and/or the called party prior to terminating the call.

7.5.7.2. Specify the method used by Vendor to detect three-way calls, specifically if the called party is utilizing a cell phone to place the three-way call.

7.5.8. Indicate whether the ITS is capable of detecting and terminating Remote Call Forwarding ("RCF") calls. If Vendor's ITS is unable to detect RCF, provide the status of Vendor's research and development relative to the detection of RCF calls.

7.5.9. The ITS shall allow the called party to block their telephone number during the call acceptance process.

7.5.10. As specified by CCCSO, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.

7.5.11. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facility(s) is specified in **Appendix A – Facility Specifications**.

7.6. Personal Identification Number Application

- 7.6.1. 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:
 - 7.6.1.1. The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
 - 7.6.1.2. The capability to interface with the Facility’s Jail Management System (“JMS”). The JMS is serviced and programmed by CCCSO. Contact is Dave Spinelli (925) 313-2451. It is the Vendor’s responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Vendor will be able to meet the PIN requirements listed below with the initial implementation. CCCSO shall not be responsible for paying any amount associated with the required interface.
 - 7.6.1.3. The capability to receive, accept and apply or strip alphanumeric characters in an inmate’s ID.
 - 7.6.1.4. The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
 - 7.6.1.4.1.1. 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;
 - 7.6.1.4.1.2. 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;
 - 7.6.1.4.1.3. JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
 - 7.6.1.4.1.4. The ITS, without an interface with the JMS, auto-generates the complete PIN;
 - 7.6.1.4.1.5. The ITS accepts a manually entered PIN.
 - 7.6.1.5. 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, etc.).
 - 7.6.1.6. Upon booking, inmates are generated a 6-digit booking number (inmate ID) via the JMS. Inmates are issued ID wristbands containing their name, inmate ID, and picture.
 - 7.6.1.7. The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Vendor.
 - 7.6.1.8. The ITS shall be capable of providing PINs in the ITS immediately upon booking.
 - 7.6.1.9. Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any of the Facility(s) or from any inmate telephone located at the Facility(s).
 - 7.6.1.10. The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
 - 7.6.1.11. The ITS shall be capable of changing the additional unique identifier for each PIN as needed.
 - 7.6.1.12. The ITS shall be capable of deactivating a PIN upon an inmate’s release and reactivating the same PIN if the inmate reenters the Facility(s) at a future date.
 - 7.6.1.13. ITS shall propose a possible solution to circumvent PIN trading such as voice-to-PIN combinations which may be addressed in Section 7.13 Additional Technology.
- 7.6.2. The ITS shall have the capability to store a list of Personal Allowed Numbers (“PAN”) associated with each PIN. CCCSO may or may not choose to implement PANs.
 - 7.6.2.1. PANs shall allow a set quantity of approved telephone numbers for each PIN.
 - 7.6.2.1.1. The quantity of approved telephone numbers within a PAN shall be configurable.
 - 7.6.2.1.1.1. Vendor shall indicate whether the quantity of approved telephone numbers within a PAN can be configured by PIN.
 - 7.6.2.1.2. Vendor shall indicate whether the proposed ITS is capable of documenting all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp, etc.).

- 7.6.2.1.3. 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.
- 7.6.2.1.4. Vendor shall indicate whether the ITS is capable of auto-enrolling PANs to avoid manual entry.
- 7.6.2.1.5. Vendor shall indicate whether the ITS can accommodate a specific timeframe (e.g. quarterly, monthly, every 120 days, etc.) for allowing PAN updates/changes.

7.7. Monitoring and Recording Requirements

- 7.7.1. The ITS shall be capable of monitoring and recording all inmate calls from any telephone within the Facility(s) unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client privilege. The ITS shall be able to exclude restricted or privileged calls and clearly designate non-recorded calls within the ITS user application.
- 7.7.2. The ITS shall allow designated users at the Facility(s) to play back a recorded call or a call in progress (e.g. live monitoring) via the ITS user application.
- 7.7.3. The ITS shall be capable of recording calls in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
- 7.7.4. The ITS shall provide simultaneous playback and continuous recording of calls and visits.
- 7.7.5. Live monitoring shall allow CCCSO to view, at a minimum, the following information in chronological order. Vendor shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused while listening.
 - 7.7.5.1. Call Start Time;
 - 7.7.5.2. Facility(s);
 - 7.7.5.3. Phone Location Name;
 - 7.7.5.4. Inmate Name;
 - 7.7.5.5. Inmate PIN;
 - 7.7.5.6. Called Number;
 - 7.7.5.7. Called City, State;
 - 7.7.5.8. Call Type;
 - 7.7.5.9. Bill Type;
 - 7.7.5.10. Call Status;
 - 7.7.5.11. Duration.
- 7.7.6. All CDRs, including all attempted and completed calls, shall be stored online for a minimum period of 3 years and stored offline for a minimum period of 7 years following the expiration of the Agreement.
 - 7.7.6.1. Vendor shall provide detailed information of its offline storage process.
- 7.7.7. All call recordings sessions shall be stored online for a minimum period of 1 year and offline for a period of 3 years following the expiration or termination of the Agreement and any Addenda and/or Amendments.
 - 7.7.7.1. Vendor shall provide a detailed description of its proposed method for storing call recordings, to include information on Vendor's data redundancy practices.
 - 7.7.7.2. Vendor shall provide detailed information of its proposed offline storage process.
- 7.7.8. Vendor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to CCCSO throughout the life of the Agreement and any renewal terms.
- 7.7.9. Vendor shall pay CCCSO liquidated damages in the amount of \$1,000.00 per each instance wherein CCCSO suffers one or more lost, unrecoverable or un-useable recording(s). CCCSO agrees to notify Vendor of such instances and provide up to 3 days per instance for Vendor to produce the call recordings. Vendor shall be notified of the total amount due via written notice from CCCSO. CCCSO will invoice Vendor and payment shall be due within 30 days of Vendor's receipt of invoice.

- 7.7.10. Vendor shall provide CCCSO with 8 workstations, working real-time with the ITS, for such monitoring, recording and reporting. The workstations shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). In addition to Vendor-provided workstations, and at the request of CCCSO, Vendor shall provide unlimited and secure remote access to the ITS at no cost to CCCSO. Remote access must be compatible with Internet Explorer and must be backwards compatible with at least three versions of Internet Explorer.
- 7.7.10.1. The provision of remote access shall allow CCCSO, as well as other outside personnel whom are authorized users, the same features and functionalities, permitted by the user's level of access, available on a Vendor-provided workstation.
- 7.7.11. For the term of the Agreement, CCCSO shall have access to all CDRs and call recordings from all workstations and remote access computers, based on the user's access level. Remote access must be compatible with Internet Explorer and must be backwards compatible with at least three versions of Internet Explorer.
- 7.7.12. 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 to a specified destination. Vendor shall include detailed information on the ITS alert application and it shall include, at a minimum, the types of alerts available (cell phone, pager, SMS text, email, etc.), and whether a security PIN for accessing the live call is required.
- 7.7.13. The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording. Vendor shall provide a detailed description of the process for transferring/copying/exporting recordings.
- 7.7.14. The ITS shall be capable of emailing and copying recorded calls onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
- 7.7.14.1. Provide a listing of any other file types allowed by the ITS.
- 7.7.14.2. Indicate whether the copying/burning process is built into the ITS user application or whether the ITS uses an external application/software.
- 7.7.14.3. If Vendor proposes a centralized ITS solution, provide information on its capability to accommodate on-site storage of call recordings.

7.8. Pre-Paid/Debit Application

- 7.8.1. The pre-paid and/or debit application shall work with the ITS. Indicate whether the pre-paid/debit application is part of the ITS or whether an external platform is utilized for the provision of pre-paid/debit calling.
- 7.8.2. The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or an inmate's account. Provide a detailed description of all pre-payment/deposit methods available.
- 7.8.3. The ITS shall provide the inmate with the balance of the pre-paid or debit account at the time of the call.
- 7.8.4. The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
- 7.8.5. The pre-paid and/or debit application shall allow international calls.
- 7.8.6. Vendor shall be capable of configuring pre-paid cards for use outside of the Facility(s). Vendor must provide detailed information on this process.
- 7.8.7. Vendor shall describe its process for accommodating real-time refunds associated with pre-paid and/or debit accounts.
- 7.8.8. The ITS shall be capable of interfacing with the current commissary provider and/or JMS for ease of transferring money from the inmate's trust fund/commissary account to the ITS debit account as well as refunding any unused funds to the trust fund account upon the inmate's release. The current commissary provider is Trinity. Trinity's contact is Carlos Reyes (925) 754-1447, carlos.reyes@trinityservicesgroup.com. The current JMS is L-1 JMS, serviced by CCCSO. L-1 JMS's contact is Dave Spinelli (925) 313-2451,

dspin@so.cccounty.us. Further, Vendor shall state whether it has an established business arrangement and interface with Trinity or L-1 JMS. It is Vendor's responsibility to initiate and establish a business relationship and necessary interfaces with Trinity and L-1 JMS. CCCSO shall not be responsible for paying any amounts associated with the required interface.

7.8.9. Vendor shall supply, at CCCSO's request, signage, brochures, flyers regarding the ITS and/or Vendor's pre-paid and debit programs at no cost to CCCSO.

7.9. Security

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

7.10. Training

7.10.1. Vendor shall provide onsite training to CCCSO's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to CCCSO. Training manuals shall be provided to CCCSO's staff at all training meetings and will become the property of CCCSO.

7.10.2. When requested by CCCSO, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS.

7.10.3. Vendor will also provide full documentation for all of the ITS features.

7.11. ITS Upgrades and Performance Process

7.11.1. Vendor shall provide CCCSO with written notice, including detailed information, of any new ITS software upgrades or features, within 30 days of the introduction of the new software or features into the industry.

7.11.2. Vendor shall adhere to the following performance process when upgrading the ITS, software, equipment, or performing any changes to the ITS at the Facility(s). Any deviation from this process may result in liquidated damages incurred by Vendor. Such liquidated damages will be equal to \$300.00 per occurrence. Vendor shall be notified of the total amount due via written notice from CCCSO. CCCSO will invoice Vendor and payment shall be due within 30 days of Vendor's receipt of invoice.

7.11.3. Vendor shall perform extensive testing on all system changes or upgrades prior to introducing them to CCCSO. At a minimum, this shall include the following:

- 7.11.3.1. Extensive testing on a system identical to the ITS at the Facility(s);
- 7.11.3.2. Circuit testing;
- 7.11.3.3. Configuration / setting preservation testing;
- 7.11.3.4. Call processing;
- 7.11.3.5. International calling; and
- 7.11.3.6. Debit/pre-paid card calling.

7.11.4. Vendor shall receive written permission from CCCSO, before scheduling or proceeding with any functionality changes to the ITS at the Facility(s), especially if the changes will cause an interruption in service.

7.11.5. Vendor shall provide CCCSO with written details regarding any change to voice prompts or dialing procedures.

7.11.6. CCCSO, at its option, shall have a minimum of 2 weeks to notify inmates at the Facility(s) of any ITS changes that affect the inmates.

7.11.7. Vendor shall work with the Facility(s) to schedule changes and/or upgrades during a time when the telephones are not being used regularly by the inmates. Vendor shall coordinate a convenient time and day with CCCSO to implement the changes or upgrades to the ITS to avoid an interruption in service.

- 7.11.8. Vendor shall coordinate the presence of a technician at the Facility(s) on the day of implementation to place test calls and ensure the ITS is functioning properly.
- 7.11.9. All said changes shall be made by Vendor at no cost to CCCSO.

7.12. General Maintenance

- 7.12.1. Vendor shall respond to repair requests from CCCSO 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.
- 7.12.2. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4-hours following notification of a service request or ITS failure. Vendor must exhibit to CCCSO a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem. CCCSO shall be notified of progress and/or delays in progress until the problems are resolved. Vendor shall notify CCCSO any time a technician will be dispatched to the Facility(s) and prior to the technician's arrival.
- 7.12.3. CCCSO may cancel the Agreement with Vendor if Vendor has not cured a service problem within 10- days of Vendor receiving notice of the problem from CCCSO.
- 7.12.4. Vendor shall provide the on-site response time, priority levels and escalation schedule for both normal maintenance and emergency outage/service issues at and/or related to the Facility(s).
- 7.12.5. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS. Vendor will assume liability for any and all such damages.
- 7.12.6. All operation, maintenance and repair issues regarding the ITS service shall be reported by Vendor to CCCSO promptly.
- 7.12.7. General Maintenance guidelines shall be applied to the VVS as well as adhere to the Maintenance Agreement identified in Section 7.15.20 and 7.15.21.

7.13. On-Site Administrator

- 7.13.1. ITSP shall provide one part-time On-Site Administrator, in total, for all the Facilities, at no cost to CCCSO. The part-time On-Site Administrator shall share its weekly time among the Facilities working 20 hours per week. The duties and responsibilities of the On-Site Administrator shall include, but not be limited to:
 - 7.13.1.1. Maintain all databases associated with the ITS.
 - 7.13.1.2. Provide telephone maintenance including, but not limited to, repairing and replacing telephones and on a monthly basis proactively provide preventative maintenance by reviewing the functionality of the ITS by performing a walkthrough of the Facilities.
 - 7.13.1.3. Upon CCCSO's request, provide necessary documentation and assistance for investigations.
 - 7.13.1.4. Upon CCCSO's request, provide monthly activity and maintenance reports for collect, debit and/or pre-paid usage.
 - 7.13.1.5. Provide a weekly report of all requests, service tickets and issues resolved related to the ITS; this should include a list of any requests, service tickets and issues which may be unresolved and are pending resolution.

7.14. Investigative Tools

- 7.14.1. Vendor shall provide a detailed list of all investigative tools included in the ITS. The ITS shall include at a minimum the following:
 - 7.14.1.1. The capability to insert and store notes on all call recordings.
 - 7.14.1.2. The capability to provide date/time stamps for specific durations of each call recording.
 - 7.14.1.3. The capability to increase or decrease the speed of a call recording.
 - 7.14.1.4. The capability to mute either the inmate or the called party when replaying a call recording

- 7.14.1.5. A report showing “frequently called telephone numbers” for all telephone numbers called more than 4 times in 24 hours.
- 7.14.1.6. A report showing “common telephone numbers called” for all telephone numbers called by more than one inmate.

7.15. Video Visitation Specifications

7.15.1. References

- 7.15.1.1. Vendor must currently be providing a VVS (either Vendor’s or a third party’s VVS) to customers with a similar scope as CCCSO for a minimum of 1 year, including providing a VVS to customers having multiple Facilities with at least 1,600 inmates and requiring different hours and visiting policies for each Facility. Vendor shall provide 2 references where the proposed VVS has been implemented and meets this requirement.
 - 7.15.1.1.1. Provide the following information for each reference: facility name, facility address, contact name, contact title, telephone number and email address, average daily population (“ADP”), agreement effective date and number of VVS stations.
- 7.15.1.2. Vendor shall specify if the VVS has the capability to allow for automated data export to allow for two-way data share with CCCSO’s JMS. Vendor shall provide the methods available for the data transfer (i.e. XML, web services, etc.).
- 7.15.1.3. VVS shall be compatible with Oracle, Microsoft, SQL or PostgreSQL databases.

7.15.2. Scope of Services

- 7.15.2.1. Vendor shall implement a VVS in the CCCSO Facilities. Vendor shall include a ratio of 1 video visitation station for every 30 inmates. Vendor may identify an alternative ratio of video visitation stations after the facility visits and may include alternative recommendations in their response to this RFP. Vendor shall also provide information relative to a viable, low labor-intensive, mobile video visitation solution for use in the segregated units.
- 7.15.2.2. VVS shall be a web-based scheduling application allowing visitors (public and professional) to register and schedule visits using a standard internet browser and internet connection.
- 7.15.2.3. Data and power requirements for the proposed video visitation infrastructure have been estimated by Contra Costa’s Department of Information and Technology (DOIT) Vendor responses shall include, at a minimum, the following data and power requirement costs:
 - 7.15.2.3.1. West County \$62,730.00
 - 7.15.2.3.2. Martinez \$89,562.00
 - 7.15.2.3.3. Marsh Creek \$8,817.00
- 7.15.2.4. The recommendations by DOIT are estimates only and shall not be considered a bid or firm price. The actual project cost will be determined by the market at the time of construction, site conditions, and any changes in scope that may be required. The estimated project cost shall be valid for 45 days from the date of this RFP.
- 7.15.2.5. Vendor shall reimburse DOIT for all required data, power and labor costs incurred to complete the project.
- 7.15.2.6. VVS shall include the installation of 36 video visitation stations at Martinez Detention Facility, which includes 26 inmate/general population visitations stations, 8 public visitation stations, and 2 attorney visitation stations. Additional information for Martinez Detention Facility is identified in **Appendix A – Facility Specifications** of this RFP.
- 7.15.2.7. VVS shall include the installation of 26 video visitation stations at West County Detention Facility, which includes 21 inmate/general population visitations stations, 8 public visitation stations, and 1

attorney visitation station. Additional information for West County Detention Facility is identified in **Appendix A – Facility Specifications** of this RFP.

7.15.2.8. VVS shall include the installation of 2 video visitation stations at Marsh Creek Detention Facility, which includes 2 inmate/general population visitations stations. Additional information for Marsh Creek Detention Facility is identified in **Appendix A – Facility Specifications** of this RFP.

7.15.2.9. VVS shall include a monitoring workstation to be installed at each of the CCCSO Facilities identified in **Appendix A – Facility Specifications**.

7.15.2.10. CCCSO is interested in offering the general public the option of completing remote video visits in addition to completing onsite video visitation visits. All visits will be in accordance with the rules and regulations set forth by CCCSO. Onsite visits will be completed at no cost to the general public and inmate. Additionally, to allow for convenience, the general public will have the option to utilize the video visitation stations at one Facility to visit with an inmate at another Facility. Attorney video visitation visits may be charged to the attorney as specified in **Section 7.15.9 - Billing**. Vendor shall offer a revenue sharing option for remote video visits in **Appendix B – Calling Rates and Commissions** – please be sure to specify all applicable fees as well as the commission structure proposed.

7.15.2.11. Please list any requirements for the VVS to accommodate the remote video visits to include necessary equipment, software, etc.

7.15.2.12. Vendor shall describe, in non-technical terms, the technology solution for video visitation. Vendor may be able to provide, identifying any unique or distinctive features of their products and services. Vendor shall include images of Vendor related products.

7.15.3. Installation

7.15.3.1. Upon installation of VVS, CCCSO will work with Vendor to provide, install, and maintain video visitation equipment, hardware, software, and network components in accordance with the provisions set forth in this section.

7.15.3.2. Vendor shall provide detailed information and specifications for each of the hardware components, software applications and additional products for the VVS.

7.15.3.3. Vendor shall specify if the VVS is an Internet Protocol (IP) based system.

7.15.3.4. Upon installation of the VVS, Vendor will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.

7.15.3.5. Upon installation of the VVS, Vendor will be responsible for installing all new wiring, cabling and network circuits at no cost to CCCSO to support the provision of the outlined services.

7.15.3.6. Vendor will be responsible for providing and installing tamper-resistant and durable video visitation stations as well as sufficient monitoring stations as suitable for a correctional environment and described herein and in appendices.

7.15.3.7. The video visitation stations must not include any removable parts.

7.15.3.8. The video visitation stations must not compromise CCCSO's local area network or security.

7.15.3.9. Vendor must indicate any environmental conditions that will be required for the video visitation equipment.

7.15.3.10. The VVS will be required to provide all operational features and system requirements applicable to all monitoring stations and video visitation visits placed through the system, including inmate to general public, inmate to court, and inmate to attorney visits.

7.15.3.11. The VVS must consist of hardware and software designed to enable CCCSO to initiate, control, record, retrieve and monitor video visitation sessions.

7.15.4. Scheduling

7.15.4.1. Vendor shall list any methods or options available for verification of the visitor's identity to begin the registration process and to schedule a visit.

- 7.15.4.2. The VVS shall have the capability to allow CCCSO to schedule visits for a particular inmate, station, and date and time.
- 7.15.4.3. Vendor shall specify if the VVS has the capability to allow CCCSO to establish and manage approved visitor lists for all Facilities, selected housing units, and/or selected inmates.
- 7.15.4.4. The VVS shall have the capability to schedule a “no visitations” event with customizable durations for an inmate, station, station group, and/or housing unit.
- 7.15.4.5. Vendor shall specify if the VVS has the capability of allowing CCCSO to create the following restrictions with customizable durations:
 - 7.15.4.5.1. Restrict a visitor from visiting certain inmate(s);
 - 7.15.4.5.2. Restrict an inmate from visiting a minor;
 - 7.15.4.5.3. Restrict an inmate from visiting ALL visitors;
 - 7.15.4.5.4. Restrict a visitor from visiting ALL inmates;
 - 7.15.4.5.5. Restrict an inmate from having internet video visits (on-site visits only);
 - 7.15.4.5.6. Restrict an inmate from visiting at the same time as another inmate;
 - 7.15.4.5.7. Restrict a visitor from visitation at the same time as another visitor.
- 7.15.4.6. Vendor shall specify if the VVS has the capability to set the age requirements for visitors during the registration and scheduling process.
- 7.15.4.7. The VVS shall allow CCCSO to designate a visitor as being an attorney (or other professional) type of visitor.
- 7.15.4.8. Vendor shall specify if the VVS has the capability to allow CCCSO staff to schedule visits on behalf of visitors, either for on-site or remote video visits.
- 7.15.4.9. Vendor shall specify if the VVS is configurable to set different scheduling rules for CCCSO staff scheduling visits vs. public scheduling remote video visits.
- 7.15.4.10. Vendor shall specify if the VVS has the capability to allow CCCSO staff to create an unscheduled visit/station connection where the inmates and visitors information is not required.
- 7.15.4.11. Vendor shall specify if the VVS has the capability to allow for smart phone scheduling. If the VVS currently does not have this capability, Vendor shall provide information on its research and development progress.
- 7.15.4.12. Vendor shall indicate what fields are mandatory for visitor registration.
- 7.15.4.13. Vendor shall specify if the VVS has an ID card reader which can read magnetic-stripe or 2-D barcode for any state-issued ID and if the card reader can populate the VVS with name, date of birth address, and ID number of visitor.
- 7.15.4.14. Vendor shall specify if the visitor shall have the capability to login using their unique visitor ID or their email address and password.
- 7.15.4.15. Vendor shall specify if the VVS has a public scheduling module specifically designed for touchscreen lobby kiosks.
- 7.15.4.16. Vendor shall specify if the VVS allows for public and attorney (or other professional) type scheduling available in Spanish.
- 7.15.4.17. Vendor shall specify if the VVS has an optional inmate scheduling capability for inmates to schedule and review schedules from in-pod kiosks.
- 7.15.4.18. Vendor shall specify if the VVS has the capability capture pictures of visitors and their IDs and store them within the application for authenticating visitors during visits.
- 7.15.4.19. Vendor Shall specify if the VVS has the capability to track all inmate housing unit assignments, movements, and releases. Vendor shall specify if the VVS has the capability to automatically attempt to reschedule all visits associated with the inmate if the inmate has changed housing units.
- 7.15.4.20. The VVS shall have the capability to automatically cancel all visits associated with an inmate if the inmate gets released.

- 7.15.4.21. Vendor shall provide detailed information on the automatic-scheduler feature for the proposed VVS. Additionally, Vendor shall explain how its system will prevent scheduling conflicts for visitation sessions.
- 7.15.4.22. The VVS shall be capable of sending the general public an email notification confirming the scheduled or canceled visit. VVS shall indicate if it is capable of sending an automated phone message to the general public if a visit is cancelled.
- 7.15.4.23. The VVS shall be capable of requiring the general public of acknowledging and agreeing to terms and conditions associated with CCCSO's visitation policies.

7.15.5. Customer Service

- 7.15.5.1. The VVS must have the capability to allow for the general public as well as professional visitors to access the VVS through a web based software application. Vendor shall provide detailed information on how Vendor will meet this requirement.
- 7.15.5.2. Vendor shall specify if it can provide CCCSO with 24x7x365 phone support for the VVS.
- 7.15.5.3. Vendor shall specify if it can provide customer support services directly to the visitors through integrated live chat functionality built into the visitor registration, scheduling and remote/internet video visitation website, and if email support services are also included.
- 7.15.5.4. Vendor shall provide customer with software upgrades as they become available. All upgrades must be within 1 release of newest operating system and provided to CCCSO at no additional cost.
- 7.15.5.5. The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards. Vendor shall specify the compression rate used for the video quality as well as the average file size of a stored video visitation session based on an average visit of thirty (30) minutes.

7.15.6. Reporting and Tracking

- 7.15.6.1. The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
 - 7.15.6.1.1. Inmate ID number;
 - 7.15.6.1.2. Inmate name;
 - 7.15.6.1.3. Visitor name;
 - 7.15.6.1.4. Date and time of visit;
 - 7.15.6.1.5. Inmate video visitation station; and
 - 7.15.6.1.6. Daily, weekly and monthly visit statistics.
- 7.15.6.2. Vendor shall specify if the VVS has the capability to provide individual profile pages for each inmate and visitor allowing the CCCSO to:
 - 7.15.6.2.1. Review and edit visitor/inmate general information;
 - 7.15.6.2.2. Review visitation history;
 - 7.15.6.2.3. View and download visitation detail records and recordings;
 - 7.15.6.2.4. Review warrant check results;
 - 7.15.6.2.5. Create, edit, and remove restrictions;
 - 7.15.6.2.6. Create, edit, and remove events;
 - 7.15.6.2.7. Create, edit, and remove approved visitors/inmates.
- 7.15.6.3. Vendor shall specify if the VVS has the capability to display upcoming and running visit information on one or multiple monitors and/or stations that automatically refresh.
- 7.15.6.4. Vendor shall specify if the VVS has the capability to allow CCCSO to configure information for display on the visitation stations.
- 7.15.6.5. Vendor shall specify if the VVS has the capability to display upcoming daily visit information on the inmate station screens, i.e. inmate name, time of visit, etc.
- 7.15.6.6. Vendor shall specify if the VVS has the capability to allow CCCSO to hide assigned visitor station(s) number until the visitor has checked in.

7.15.7. Monitoring and Recording

- 7.15.7.1. The VVS shall automatically start each video visit at the designated start time without need for officer involvement.
- 7.15.7.2. Vendor shall specify if the VVS has the capability of real time video check-in with audio and video to determine visitor authenticity for all remote video visits.
- 7.15.7.3. Vendor shall specify if the VVS has the capability to allow CCCSO to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visit will count against the inmate's visitation quota.
- 7.15.7.4. Vendor shall specify if the VVS has the capability to allow CCCSO to check in remote video visitors via a video chat between CCCSO and the visitor.
- 7.15.7.5. Vendor shall specify if the VVS has the capability to automatically attempt to reconnect stations if connectivity is lost.
- 7.15.7.6. Vendor shall specify if the VVS has the capability to limit the number of simultaneous remote video visits. The Vendor shall indicate the maximum number of simultaneous visits the VVS is capable of.
- 7.15.7.7. Vendor shall specify if the VVS can allow the following:
 - 7.15.7.7.1. Stop, pause and restart any running visit;
 - 7.15.7.7.2. Allow CCCSO to enter comments or add notes to a visit;
 - 7.15.7.7.3. Allow for station reassignment during any running visit;
 - 7.15.7.7.4. Allow for visitation time extension during any running visit;
 - 7.15.7.7.5. Allow CCCSO to customize the number of visits per screen and the page rotation duration;
- 7.15.7.8. Vendor shall specify if the VVS can display an onscreen countdown clock timer on the inmate and visitor stations.
- 7.15.7.9. Vendor shall specify if the VVS has the capability to display "picture-in-picture" on the inmate and visitor stations.
- 7.15.7.10. Vendor shall specify if the VVS has the capability to allow CCCSO to set up automated email notification of visits to notify staff and investigators of visits for a particular inmate or visitor.
- 7.15.7.11. Vendor shall specify if the VVS has the capability to ensure attorney or other professional-type visits will not be recorded or monitored.
- 7.15.7.12. Vendor shall specify if the VVS has the capability to allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded.
- 7.15.7.13. The VVS shall have the capability to allow authorized users to download a recorded file(s) and/or view recordings from within the VVS application.
- 7.15.7.14. Vendor shall specify if the VVS has an audit trail and the capability to track users who have viewed and/or downloaded the recording files(s).
- 7.15.8. **Interface and Storage**
 - 7.15.8.1. The VVS will need to interface with CCCSO's JMS and/or ITS, at no cost to CCCSO. CCCSO will notify Vendor when the awarded Vendor must begin working with CCCSO's JMS provider for VVS. CCCSO will not be responsible for paying any amount(s) associated with the required interface(s).
 - 7.15.8.2. The VVS must have the capability to capture, store and query information regarding the visitor/general public to include, at a minimum:
 - 7.15.8.2.1. Identification number;
 - 7.15.8.2.2. Name;
 - 7.15.8.2.3. Date of birth;
 - 7.15.8.2.4. Social security number;
 - 7.15.8.2.5. Gender;
 - 7.15.8.2.6. Ethnicity;
 - 7.15.8.2.7. Driver's license number;
 - 7.15.8.2.8. Inmate visited;
 - 7.15.8.2.9. Relationship to inmate;
 - 7.15.8.2.10. Date of last visit;

- 7.15.8.2.11. Home address (physical address); and
- 7.15.8.2.12. Telephone number.
- 7.15.8.2.13. Vendor must identify its storage capabilities for all video visitation visits, reports and data online as well as archived processes. CCCSO prefers to retain 90 days of video visitation sessions online.
- 7.15.8.3. The VVS shall be capable of taking an individual station out of service without affecting other stations. The VVS must be able to shut down the VVS quickly and selectively. CCCSO must be able to shut down the VVS via a workstation, the VVS user application and/or by cut-off switches at several locations including, but not limited to:
 - 7.15.8.3.1. At demarcation location—total facility visitation stations;
 - 7.15.8.3.2. By central control center—select visitation stations; and
 - 7.15.8.3.3. By select housing units—control center.
- 7.15.8.4. The VVS shall be capable of limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits per inmate per day, week or month.
- 7.15.8.5. The VVS shall include an alert system that will detect visits made by a particular inmate or visitor. Please include detailed information on the type of alerts available.
- 7.15.8.6. Vendor must indicate any environmental conditions required for the proposed controlling equipment.
- 7.15.8.7. The VVS must be capable of permitting full monitoring and recording of all video visitation sessions from any video visitation station within the facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions. The VVS must have the capability to exclude those sessions.
- 7.15.8.8. The VVS must allow for authorized personnel or staff to interrupt the video visitation visit and communicate directly with the inmate. The authorized personnel or staff's audio and video shall be displayed on the inmate and visitor's monitors and be included in the recording of the video visitation visit.
- 7.15.8.9. The VVS must comprehensively record all audio and video visitation sessions. At a minimum, it shall have the capability to play back a recorded session.
- 7.15.8.10. The VVS must all allow each facility to establish an approved visitor list by inmate.
- 7.15.8.11. The VVS must be capable of showing real time activity on a control workstation. The software included on the control workstation shall perform the routing functions of the control data to the video visitation station in the inmate and general public areas. The control workstation shall have the capability to allow administrative functions in connection with the VVS, including, but not limited to:
 - 7.15.8.11.1. Set user ID;
 - 7.15.8.11.2. Set password;
 - 7.15.8.11.3. Set classification roles and associated tasks;
 - 7.15.8.11.4. Capture the user's first, middle and last name;
 - 7.15.8.11.5. Allow for remotely managing, adjusting and diagnosing hardware settings and connections using audio, video and LAN settings;
 - 7.15.8.11.6. Allow for live monitoring of all visits simultaneously (excluding attorney visits);
 - 7.15.8.11.7. Manually terminate sessions;
 - 7.15.8.11.8. Report status of all video visitation stations (whether idle or offline); and
 - 7.15.8.11.9. Configure the type of video visitation station to which an inmate has access.
- 7.15.8.12. Vendor must provide detail on whether the proposed VVS has the capability to copy the recorded sessions to a DVD or other storage media.
- 7.15.8.13. Vendor must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow CCCSO the same features and functionalities, permitted by the user's level of access, available on the control workstation.

- 7.15.8.14. Vendor must provide specific power requirements, if any, needed for VVS. Vendor shall be responsible for all costs associated with any additional wiring needed by CCCSO to ensure the power requirements are met for the VVS.
- 7.15.8.15. Vendor must provide an uninterrupted power supply source to ensure there is no loss of recorded sessions or real time data in the event of a power failure.

7.15.9. Billing

- 7.15.9.1. The VVS shall have the capability to charge for visits when an inmate has exceeded his/her established free visit onsite visit quota, if applicable;
- 7.15.9.2. Vendor shall specify if the VVS has the capability to:
 - 7.15.9.2.1. Differentiate between professional visitors (i.e. public defenders vs. attorneys);
 - 7.15.9.2.2. Allow for free visits for a particular visitor (i.e. public defenders);
 - 7.15.9.2.3. Allow visitation charges to be charged per minute or per visit;
 - 7.15.9.2.4. Dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits;
 - 7.15.9.2.5. Automatically refund a visitor for a charged visit that has been cancelled as a result of:
 - 7.15.9.2.5.1. Inmate release;
 - 7.15.9.2.5.2. Inmate transfer;
 - 7.15.9.2.5.3. CCCSO imposed restriction;
 - 7.15.9.2.5.4. Station unavailability ;
 - 7.15.9.2.5.5. CCCSO event (example: weather closure, module or building lockdown).
- 7.15.9.3. Vendor shall specify if the VVS has the capability to allow authorized CCCSO staff to override or refund visitation charges.
- 7.15.9.4. Vendor shall specify if the VVS has the capability to show a successful visit occurred.
- 7.15.9.5. Vendor shall refund all visitation charges if visitation is dropped due to vendor network issues.
- 7.15.9.6. Vendor shall provide internet test capability to incoming remote video visitors.
- 7.15.9.7. Vendor shall provide an option for an itemized receipt for all transactions and charges for all remote video visits.

7.15.10. Maintenance

- 7.15.10.1. The VVS should include a Maintenance Agreement which includes descriptions and pricing for repairs, technical support, disaster avoidance, recovery solutions, upgrades and patches and any additional items relevant to maintaining the proposed VVS and related hardware/equipment.
- 7.15.10.2. The written maintenance agreement will need to address the following, at a minimum:
 - 7.15.10.2.1. Defective parts;
 - 7.15.10.2.2. Software upgrades and patches;
 - 7.15.10.2.3. Technical telephone support;
 - 7.15.10.2.4. Location of Vendor's support center;
 - 7.15.10.2.5. Name and contact information for Vendor's support personnel;
 - 7.15.10.2.6. Source for hardware parts and estimated delivery/availability for hardware parts;
 - 7.15.10.2.7. Support levels and escalation process; and
 - 7.15.10.2.8. Hours of availability.

7.16. Kiosk

- 7.16.1. CCCSO requires a payment solution via a touch screen kiosk at the Facilities at no cost to CCCSO. Kiosk services shall include, but not be limited to, deposits into an inmate trust, commissary, pre-paid collect or debit account. Vendor shall:
 - 7.16.1.1. Detail all fees or surcharges applicable to end users utilizing such kiosks.
 - 7.16.1.2. Indicate the commission structure based on Gross Revenues generated by the kiosks.

- 7.16.1.3. Indicate which commissary providers Vendor can work with in providing a global solution for managing inmate funds and how CCCSO will interact with this process. CCCSO currently uses Trinity as their commissary provider.

7.17. Additional Technology

- 7.17.1. CCCSO is interested in implementing voice biometric technology with PINs. Vendor must provide an overview of the technology, detail the enrollment process and indicate whether the technology performs an initial verification and/or continuous verification of the inmate's voice. Vendor shall specify all costs and fees associated with this technology. This feature must be an integrated part of the ITS and must include analytical tools and reporting. CCCSO will not be a "beta test site" for unproven technology. Vendor must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months.
- 7.17.2. CCCSO requires Vendor's ITS to include implementing additional technology or optional features that may be of interest to CCCSO (i.e. Cell Phone Detection, Word Recognition, Inmate Trust Account Deposit Processing, Analytical and/or Forensic Exchange Tools, etc.). Provide detailed information on the functionalities as well as a complete description of the features and application proposed. Vendor must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months.
- 7.17.2.1. Detail any fees or charges and/or commission associated with these additional technologies or optional features offered/proposed.

8. APPENDIX A – FACILITY SPECIFICATIONS

Martinez Detention Facility

1000 Ward Street

Martinez, CA 94553

CCCSO presently operates its' Martinez Detention Facility with an average daily population of 620 county inmates.

| MARTINEZ DETENTION FACILITY SPECIFICATIONS | |
|---|------------------|
| ADP: | 620 |
| Number of Beds: | 695 |
| Call Time Limit: | 30 minutes |
| Hours of Availability for Inmate Telephones: | 6:00am – 12:00am |
| # of Inmate Telephones Currently: | 108 |
| # of Inmate Telephones Desired: | 108 |
| Required Inmate Telephone Cord Length: | 18" |
| Portable/Cart Phones Required: | 2 |
| Workstations Required: | 3 |
| District Attorney's Office Workstations Required: | 1 |
| Field Operations Bureau – Investigations Workstations Required: | 1 |
| Video Visitation Station Required (Inmate): | 26 |
| Video Visitation Stations Required (Public/Lobby): | 8 |
| Video Visitation Stations Required (Attorney): | 2 |
| Video Visitation Monitoring Stations Required: | 11 |
| Public Pay Telephones Required: | 3 |
| Pro-Per Telephones Required: | 10 |
| TDD Telephones Required: | 2 |
| Public Kiosks Required: | 2 |

| MARTINEZ DETENTION FACILITY AVERAGE MONTHLY STATISTICS BASED ON 6 MONTHS OF DATA | | | | |
|---|---------|-----------|------------------|-----------|
| CALL TYPE | COLLECT | | PRE-PAID COLLECT | |
| | # Calls | # Minutes | # Calls | # Minutes |
| Local | 219 | 1,341 | 2,737 | 40,173 |
| INTRAlata/INTRAsate | 269 | 1,763 | 6,286 | 93,218 |
| INTERlata/INTRAsate | 22 | 136 | 253 | 2,979 |
| INTERlata/INTERsate | 6 | 68 | 135 | 1,105 |
| International | 0 | 0 | 1 | 8 |

West County Detention Facility

5555 Giant Highway
Richmond, CA 94806

CCCSO presently operates its' West County Detention Facility with an average daily population of 750 inmates. Participants include approximately 150 ICE detainees.

| WEST COUNTY DETENTION FACILITY SPECIFICATIONS | |
|--|------------------|
| ADP: | 750 |
| Number of Beds: | 1,096 |
| Call Time Limit: | 120 minutes |
| Hours of Availability for Inmate Telephones: | 5:00am – 11:30pm |
| # of Inmate Telephones Currently: | 171 |
| # of Inmate Telephones Desired: | 171 |
| Required Inmate Telephone Cord Length: | 18" |
| Portable/Cart Phones Required: | 1 |
| Workstations Required: | 2 |
| Video Visitation Stations Required (Inmate): | 21 |
| Video Visitation Stations Required (Public/Lobby): | 5 |
| Video Visitation Station Required (Attorney): | 1 |
| Video Visitation Monitoring Stations Required: | 11 |
| Public Pay Telephones Required: | 3 |
| Pro-Per Telephones Required: | 5 |
| TDD Telephones Required: | 2 |
| Public Kiosks Required: | 2 |

| WEST COUNTY DETENTION FACILITY AVERAGE MONTHLY STATISTICS BASED ON 6 MONTHS OF DATA | | | | |
|--|---------|-----------|------------------|-----------|
| CALL TYPE | COLLECT | | PRE-PAID COLLECT | |
| | # Calls | # Minutes | # Calls | # Minutes |
| Local | 676 | 4,414 | 4,443 | 74,635 |
| INTRAlata/INTRAsate | 377 | 2,533 | 8,176 | 125,598 |
| INTERlata/INTRAsate | 64 | 623 | 859 | 11,021 |
| INTERlata/INTERsate | 9 | 127 | 228 | 2,104 |
| International | 0 | 3 | 5 | 51 |

Marsh Creek Detention Facility

12000 Marsh Creek Road
Clayton, CA 94517

CCCSO presently operates its' Marsh Creek Detention Facility with an average daily population of 65 inmates. This is a minimum-security facility which houses sentenced inmates.

| MARSH CREEK DETENTION FACILITY SPECIFICATIONS | |
|--|------------------|
| ADP: | 65 |
| Number of Beds: | 128 |
| Call Time Limit: | 120 minutes |
| Hours of Availability for Inmate Telephones: | 7:00am – 12:00am |
| # of Inmate Telephones Currently: | 24 |
| # of Inmate Telephones Desired: | 24 |
| Required Inmate Telephone Cord Length: | 18" |
| Portable/Cart Phones Required: | 1 |
| Workstations Required: | 1 |
| Video Visitation Stations Required (Inmate): | 2 |
| Video Visitation Monitoring Stations Required: | 2 |
| Public Pay Telephones Required: | 2 |
| Pro-Per Telephones Required: | 0 |
| TDD Telephones Required: | 0 |
| Public Kiosks Required: | 0 |

| MARSH CREEK DETENTION FACILITY AVERAGE MONTHLY STATISTICS BASED ON 6 MONTHS OF DATA | | | | |
|--|---------|-----------|------------------|-----------|
| CALL TYPE | COLLECT | | PRE-PAID COLLECT | |
| | # Calls | # Minutes | # Calls | # Minutes |
| Local | 12 | 83 | 665 | 8,268 |
| INTRAlata/INTRAsate | 17 | 108 | 892 | 12,164 |
| INTERlata/INTRAsate | 2 | 16 | 56 | 471 |
| INTERlata/INTERsate | 7 | 121 | 25 | 146 |
| International | 0 | 0 | 0 | 0 |

9. APPENDIX B – CALLING RATES and COMMISSIONS

In a separate and sealed envelope, Vendor shall propose a commission offer for the Facility(s) on the calling rates listed below as **Option #1**. The current calling rates are also being provided for informational purposes only. Vendor must detail all additional charges and fees that will be assessed for all collect, debit and pre-paid inmate telephone calls as well as the set up fees, depositing fees, refund fees, etc. Please specify any and all applicable fees. **CCCSO's goal is to minimize fees charged to inmates and end-users.** Failure to complete **Appendix B** may cause Vendor's proposal to be rejected.

CURRENT COLLECT/PRE-PAID COLLECT CALLING RATES Martinez, West County, and Marsh Creek Detention Facilities

| CALL TYPE | DAY | | | EVENING | | | NIGHT/WEEKEND | | |
|---|-----------|----------------|---------------|-----------|----------------|---------------|---------------|----------------|---------------|
| | Surcharge | Initial Minute | Add'l Minutes | Surcharge | Initial Minute | Add'l Minutes | Surcharge | Initial Minute | Add'l Minutes |
| Local | \$2.60 | \$0.13 | \$0.07 | \$2.60 | \$0.10 | \$0.05 | \$2.60 | \$0.06 | \$0.05 |
| INTRAlata/INTRAstare | \$2.60 | \$0.07 | \$0.11 | \$2.60 | \$0.14 | \$0.10 | \$2.60 | \$0.10 | \$0.08 |
| INTERlata/INTRAstare | \$3.00 | \$0.25 | \$0.25 | \$3.00 | \$0.25 | \$0.25 | \$3.00 | \$0.25 | \$0.25 |
| INTERlata/INTERstate - Collect | \$0.00 | \$0.25 | \$0.25 | \$0.00 | \$0.25 | \$0.25 | \$0.00 | \$0.25 | \$0.25 |
| INTERlata/INTERstate – Pre-paid Collect and Debit | \$0.00 | \$0.21 | \$0.21 | \$0.00 | \$0.21 | \$0.21 | \$0.00 | \$0.21 | \$0.21 |
| International | | | | | | | | | |

OPTION #1 –COLLECT/PRE-PAID COLLECT CALLING RATES Martinez, West County, and Marsh Creek Detention Facilities

| CALL TYPE | COLLECT | | PRE-PAID COLLECT | | DEBIT AND/OR INMATE BASED PRE-PAID | |
|---|-----------|-----------------|------------------|-----------------|------------------------------------|-----------------|
| | Surcharge | Per Minute Rate | Surcharge | Per Minute Rate | Surcharge | Per Minute Rate |
| Local | \$2.60 | \$0.08 | \$2.60 | \$0.08 | \$2.60 | \$0.08 |
| INTRAlata/INTRAstare | \$2.60 | \$0.10 | \$2.60 | \$0.10 | \$2.60 | \$0.10 |
| INTERlata/INTRAstare | \$3.00 | \$0.25 | \$3.00 | \$0.25 | \$3.00 | \$0.25 |
| INTERlata/INTERstate | \$0.00 | \$0.25 | \$0.00 | \$0.21 | \$0.00 | \$0.21 |
| International | | | | | | |
| Collect Billing Fee: | \$2.49 | | \$0.00 | | \$0.00 | |
| Pre-Paid Collect Fees: | \$0.00 | | \$6.95 | | \$0.00 | |
| Vendor's Proposed Commission Rate (%): | % | | % | | % | |

All calling rates and fee requirements for collect, pre-paid collect, debit and pre-paid calling cards charged by the Vendor to the calling or called party shall comply with the rate caps set forth by the FCC throughout the term of the Agreement. If the FCC issues regulations which mandate a change in the calling rates (individually or collectively, "Regulations"), Vendor shall be required to comply with any and all such changes. If this occurs, and such Regulations are applicable to the Agreement, Vendor shall be required to decrease the affected calling rates in accordance with the time period required by such Regulations.

| CHARGE/ITEM NAME | DESCRIPTION | AMOUNT |
|--------------------------------------|--|--------|
| Pre-Paid Collect Fee | Amount imposed on called parties who fund a pre-paid collect account with Vendor to accept calls from the Facility(s). | \$6.95 |
| Billing Statement Fee | Tariffed fee by Vendor and charged monthly to called parties for processing a collect call on a LEC telephone bill. | \$2.49 |
| Federal Universal Service Fund (USF) | Universal Service Fund is changed quarterly by the FCC | 16.4% |

FINANCIAL INCENTIVE: \$ _____ MAG/MMG PAYMENT: \$ _____

Vendor shall define any and all fees for video visitation sessions charged to the general public as well as the inmate in the chart provided below:

| VVS PRICING PER SESSION | GENERAL PUBLIC FEES | INMATE FEES |
|--|---------------------|-------------|
| 0-30 Minutes | \$ _____ | \$ _____ |
| Each Additional 30 Minute Video Visitation Session | \$ _____ | \$ _____ |

Vendor shall provide a revenue sharing option for CCCSO based on all video visitation visits processed by and through the Vendor's VVS. Such revenue sharing option shall include offsetting any and all costs identified above, if applicable.

VVS REVENUE SHARING PROPOSAL: \$ _____

APPENDIX B (continued)

**OPTION #2 –PROPOSED CALLING RATES
Martinez, West County, and Marsh Creek Detention Facilities**

| CALL TYPE | COLLECT | | PRE-PAID COLLECT | | DEBIT AND/OR INMATE BASED PRE-PAID | |
|--|-----------|-----------------|------------------|-----------------|------------------------------------|-----------------|
| | Surcharge | Per Minute Rate | Surcharge | Per Minute Rate | Surcharge | Per Minute Rate |
| Local | | | | | | |
| Intralata/Intrastate | | | | | | |
| Interlata/Intrastate | | | | | | |
| Interlata/Interstate | | | | | | |
| International | | | | | | |
| Collect Billing Fee: | | | | | | |
| Pre-Paid Collect Fees: | | | | | | |
| Vendor's Proposed Commission Rate (%): | | % | | % | | % |

| CHARGE/FEE NAME | DESCRIPTION | AMOUNT |
|-----------------|-------------|--------|
| | | |
| | | |
| | | |
| | | |
| | | |

FINANCIAL INCENTIVE: \$ _____ **MAG/MMG PAYMENT: \$** _____

Vendor shall define any and all fees for video visitation sessions charged to the general public as well as the inmate in the chart provided below:

| VVS PRICING PER SESSION | GENERAL PUBLIC FEES | INMATE FEES |
|-------------------------|---------------------|-------------|
| | | |
| | | |
| | | |
| | | |

Vendor shall provide a revenue sharing option for CCCSO based on all video visitation visits processed by and through the Vendor's VVS. Such revenue sharing option shall include offsetting any and all costs identified above, if applicable.

VVS REVENUE SHARING PROPOSAL: \$ _____

FAILURE TO SIGN BELOW WILL DISQUALIFY VENDOR'S PROPOSAL

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

VENDOR NAME:

AUTHORIZED REPRESENTATIVE:

SIGNATURE:

DATE:

10. APPENDIX C – SITE EVALUATION REGISTRATION FORM

This site evaluation registration Form must be completed and returned to the RFP contact specified in **Section 2.5 – Questions or Comments** on or before the date specified in the Schedule of Events. The Facility(s) will provide an escort.

Provide the following information for the Vendor Representative(s) that will be attending the site evaluation which will be held on the date specified in the Schedule of Events. Each Vendor will be limited to 3 representatives at the site evaluation. Each attendee must provide required facility clearance information upon request.

CONTRA COSTA COUNTY SHERIFF'S OFFICE

Vendor Name:

Address:

Main Contact Phone Number:

Attendee Name:

Attendee Title:

Attendee Office Contact Number:

Attendee Mobile Contact Number:

Attendee Email Address:

Attendee Name:

Attendee Title:

Attendee Office Contact Number:

Attendee Mobile Contact Number:

Attendee Email Address: