



Request for Proposal:
Inmate Communication Services

Kings County Sheriff's Office
RFP No.: 2020-58

Release Date:
July 24, 2020

Proposal Due Date:
September 25, 2020

RFP Contact:
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1. INTRODUCTION

1.1. Request for Proposal

The County of Kings (“County”) invites responses to this Request for Proposal (RFP) from qualified, experienced Proposers who can provide a comprehensive, reliable inmate communications solution including inmate telephone, video visitation, funding kiosk, and correctional-grade tablet services that meet the requirements described in this RFP at the following Facility.

Kings County Jail
1570 Kings County Dr.
Hanford, CA 93230

- 1.1.1. Details about the required equipment and inmate population of the Facility can be found in the **Attachment 1, Section L (Facility Specifications)**. County is seeking an experienced Proposer to provide, install and maintain various inmate communication solutions inclusive of an inmate telephone system (ITS), video visitation solution (VVS), funding kiosks (Kiosks) and correctional-grade tablets (Tablets) at the Facility. Proposer shall provide all inmate communication services to the inmates in accordance with the requirements and provisions set forth in this RFP and to Facility listed in **Attachment 1, Section L (Facility Specifications)**.
- 1.1.2. In addition, the County has specified other additional technologies that are required this RFP. County requires booking/intake kiosks and lobby payment/registration kiosks. County is seeking a Proposer that will also provide cell phone detection technology. The requirements for these technologies are located **Attachment 1, Section K (Other Required Technology)**.
- 1.1.3. County may engage third party consultants both in the process of this procurement and in the management of the day-to-day operations of the selected Proposer. If a consultant or agent (“Designated Agent”) is engaged, Proposer will cooperate with the Designated Agent as directed by County, including following instructions found in this RFP, and if awarded, the operation of the ITS, VVS, Tablets and all other required technologies. Throughout this RFP, County shall be deemed to include both County and the County’s Designated Agent or consultant, if any.

2. PROPOSAL INSTRUCTIONS, FORMAT, CONTENT AND SUBMISSION

2.1. RFP Format

2.1.1. The RFP is inclusive of the following documents:

2.1.1.1. **Main RFP Document.** The main RFP document provides instructions for the RFP process. The Main RFP document also includes several sections and numbered items where Proposer must provide additional information or documentation. There are four County Exhibits that must be completed and included with the RFP response as specified in **Attachment 1, Section B.1. (Proposal Order)**. The County Exhibits are:

2.1.1.1.1. [County Exhibit A – Signature Page](#)

2.1.1.1.2. [County Exhibit B – Subcontractor List](#)

2.1.1.1.3. [County Exhibit C – References List](#)

2.1.1.1.4. [County Exhibit D – Affidavit of Non-Collusion](#)

2.1.1.2. **Attachment 1 – Mandatory Requirements.** **Attachment 1, Sections B through K** includes mandatory specifications that must be met for Proposer to be considered. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify, “Read and Agree” or “Read and Do Not Agree” in the PROPOSER RESPONSE space. Items answered with “Read and Do Not Agree” require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet County’s needs without the required item. For all requirements for which the Proposer responds with “Read and Do Not Agree” must be listed in **Attachment 1, Section N (Exceptions to RFP)**. Proposer comments will be evaluated in accordance with **Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria)**.

2.1.1.2.1. Section A - Proposer Instructions

2.1.1.2.2. Section B - Instructions & Format

2.1.1.2.3. Section B.1 - Proposal Order

2.1.1.2.4. Section C - Evaluation & Selection

2.1.1.2.5. Section C.1 - Evaluation Criteria

2.1.1.2.6. Section D - General Conditions

2.1.1.2.7. Section E - User Billing & Payments

2.1.1.2.8. Section F - Customer Service

2.1.1.2.9. Section G - General Installation Requirements

2.1.1.2.10. Section H - ITS Requirements

2.1.1.2.11. Section I - VVS Requirements

2.1.1.2.12. Section J -Tablet Requirements

2.1.1.2.13. Section K - Other Required Technology

2.1.1.2.14. Section L - Facility Specifications

2.1.1.2.15. Section M - Rates, Fees and Revenue Share

2.1.1.2.16. Section N - Exceptions to the RFP

2.1.1.2.17. Section O - Exceptions to Agreement Terms

2.1.1.2.18. Section P - Receipt of Addenda

2.1.1.2.19. Section Q - Conference Registration Form

2.1.1.3. **Attachment 2 – Agreement Terms.** Proposer must review the standard agreement in its entirety and indicate any exceptions in **Attachment 1, Section O (Exceptions to Agreement)**. Proposer shall include an explanation of how

Proposer proposes to meet County’s needs without the required item. Failure to take an exception to any term in the proposed agreement will act as acceptance of that term in the event the Proposer is offered the contract.

- 2.1.1.4. County shall create an agreement resulting from this RFP that shall incorporate **Attachment 1 – Mandatory Requirements, Attachment 2 – Agreement Terms** and Proposer’s RFP response (“Agreement”).

2.2. Schedule of Events

- 2.2.1. The following is County’s best estimate of the schedule of events (“Schedule of Events”). County reserves the right to revise the Schedule of Events. Unless otherwise specified, the times provided are Pacific Standard Time (PST).
- 2.2.2. Proposals must be received no later than 2:00 p.m. PST on **September 25, 2020** (“Proposal Due Date”) at the location specified in **Section 2.6 – Questions or Comments**.

Table 1 - Schedule of Events

Event	Date
Release of the RFP	July 24, 2020
Deadline for Proposer’s Conference Registration Forms	August 7, 2020 2:00 p.m. PDT
Dissemination of Time Slots for Proposer’s Conference	August 10, 2020 2:00 p.m. PDT
Optional Proposer’s Conference	August 18 and 19, 2020 (times variable)
Deadline for Written Questions from Proposers	August 28, 2020 2:00 p.m. PDT
Dissemination of Answers to Written Questions	September 11, 2020 2:00 p.m. PDT
Proposal Due Date	September 25, 2020 2:00 p.m. PDT

2.3. Format Requirements

- 2.3.1. The proposal shall follow the order specified in **Attachment 1, Section B.1 (Proposal Order)**. Proposer shall include the original RFP language in its proposal where specified. The original text from each section and numbered requirement of the **Main RFP** document shall be inserted into the proposal to be immediately followed by a complete response provided by the Proposer.
- 2.3.2. Proposer’s response shall include specified sections and numbered items in the **Main RFP** document that require additional explanation. Proposer shall provide specific, concise responses that fully address the question/information requested in that section. Include only those exhibits and/or images that are clearly relevant to the specific section and numbered item.
- 2.3.3. If Proposer is in full compliance with the RFP section or requirement number, Proposer’s response shall be, “Read and Agree.”

- 2.3.4. Otherwise, Proposer’s response shall be, “Read and Do Not Agree” and considered an exception (“Exception”). Exceptions to any section or numbered requirement in the **Main RFP** or in **Attachment 1 – Mandatory Requirements** must be listed in **Attachment 1, Section N (Exceptions to the RFP)**.
- 2.3.5. Failure to include any item in the specifications without taking Exception will result in a waiver of the Proposer’s ability to negotiate a contract term, attempt to request additional compensation for elements in **Section 4 – Core Technologies – Inmate Communication Services** that were not included in the pricing set forth in the proposal, and may be grounds for rejection.
- 2.3.6. Additional format requirements are provided in **Attachment 1, Section B (Instructions & Format)**.

2.4. Submission of Proposal

- 2.4.1. Proposer shall deliver one (1) original copy, three (3) paper copies, and one (1) complete electronic copy. The electronic version shall include all of the required documents and attachments and shall be sent on a labeled CD or USB on or before the Proposal Due Date. Proposals must be directed to the RFP contact specified in **Section 2.6 – Questions or Comments**.
- 2.4.2. The electronic version shall be in a searchable format and shall follow the order specified in **Attachment 1, Section B.1 (Proposal Order)**. Non-searchable documents may be considered non-compliant. Proposer is responsible for ensuring the electronic version and the chosen media are free from any viruses, malware or malicious code. Electronic versions so compromised will be considered non-compliant.
- 2.4.3. The original proposal shall be marked as “Original” on the first page of the proposal in a location and font size that are easily identifiable. All proposals must be submitted under seal in either an envelope(s) or box, which shall be clearly marked on the outside to read:

**NAME OF PROPOSER
RFP NUMBER AND INMATE COMMUNICATION SERVICES PROPOSAL
PROPOSAL SUBMITTAL DEADLINE AND TIME**

2.5. Optional Proposer’s Conference

- 2.5.1. County suggests that the Proposer attend the Proposer’s conference on the date and time specified in the **Schedule of Events**. Attendance at the Proposer’s conference is not mandatory.
- 2.5.2. To attend the Proposer’s Conference, Proposer must complete and email **Attachment 1, Section Q (Proposer’s Conference Registration Form)** to the RFP contact specified in **Section 2.6 – Questions or Comments** on or before the date specified in **Table 1- Schedule of Events**. Each Proposer will be limited to one (1) representative at the conference. Proposer must confirm attendance via email to the RFP contact on or before the date specified in **Table 1 – Schedule of Events**. This will be the only time available for Proposer to visit the Facility during the RFP process. Additional Conference instructions and guidelines are listed in **Attachment 1, Section Q (Proposer’s Conference Registration Form)**.

- 2.5.3. Oral responses to questions during the Proposer's Conference shall be considered nonbinding on County. Proposer's questions regarding the Proposer's Conference and/or this RFP must be submitted by Proposer in writing as specified in **Section 2.6 – Questions or Comments** on or before the date specified in the Schedule of Events.

2.6. Questions or Comments

- 2.6.1. Proposer 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.
- 2.6.2. Questions must include the RFP section number title, subsection and page of the corresponding RFP document.
- 2.6.3. County shall deliver the answers to the questions and/or comments received on or before the date specified in the Schedule of Events.
- 2.6.4. RFP questions or comments shall be emailed to:

**Kings County Purchasing Department
Attn: Evan Jones, Purchasing Manager
Email - Evan.Jones@co.kings.ca.us.**

3. PROPOSAL EVALUATION, SELECTION AND PROTEST

3.1. Evaluation Factors

- 3.1.1. County expressly reserves the right to accept or reject any or all proposals, with or without cause. County may modify, alter, waive any technicalities or provisions, or accept the proposal which, in its sole judgment, is the proposal that best suits the County's needs, taking into consideration the relative importance of technology, revenue share offered and other evaluation factors set forth in this RFP. County may award the Agreement to the next most qualified Proposer if the successful Proposer does not execute an Agreement within thirty (30) days after award.

3.2. Selection

- 3.2.1. The County's Evaluation Committee determines which proposal will be presented to the Kings County Board of Supervisors ("the Board") for approval.
- 3.2.2. Proposers will be notified of the County's decision in writing through a Notice of Intent to Award. The Notice of Intent to Award will be sent through email.
- 3.2.3. Further information on the proposal evaluation and selection process is specified in **Attachment 1, Section C (Evaluation and Selection) and Section C.1 (Evaluation Criteria)**.

3.3. Protest of Award

- 3.3.1. Proposers who wish to protest the RFP or announcement of award must submit their protests in writing and submitted to the Purchasing Manager at the address below:

Kings County Purchasing Department
Attn: Evan Jones, Purchasing Manager
Email - Evan.Jones@co.kings.ca.us
1400 W. Lacey Blvd, Bldg. 6
Hanford, California 93230

- 3.3.2. Protests of the process, terms, conditions, or any other aspect of the RFP must be submitted before the RFP's submittal date. Failure to submit a protest before this date will act as a waiver of the Proposer's right to protest these portions of the RFP.
- 3.3.3. Protests of the announcement of the award must be made within five (5) working days of the date of the Notice of Intent to Award.
- 3.3.4. Additional requirements for submitting a RFP or Award protest are listed in **Attachment 1, Section C (Evaluation and Selection)**.

4. CORE TECHNOLOGIES – INMATE COMMUNICATION SERVICES

4.1. Equipment and Installation Requirements

- 4.1.1. Mandatory Equipment and Installation requirements applicable to all systems are outlined in **Attachment 1, Section G (General Installation Requirements)**.
- 4.1.2. Proposer shall submit a preliminary implementation plan which shall include a proposed installation schedule for the Facility for ITS, VVS, Tablets, and other required technologies.
- 4.1.3. Proposer shall indicate any environmental conditions required for the proposed ITS, VVS, Tablets, and other required technologies. Include minimum and maximum operating temperatures and humidity levels.
- 4.1.4. Proposer shall indicate the number of hours of back-up power that the provided UPS components supply to the ITS, VVS, Tablets, and other required technologies.
- 4.1.5. Proposer shall indicate whether Proposer proposes any changes to County's communications room at the Facility.
- 4.1.6. **ITS**
 - 4.1.6.1. Specific mandatory ITS Equipment and Installation requirements are outlined in **Attachment 1, Section H (ITS Requirements)**.
 - 4.1.6.2. Proposer shall supply details of Proposer's proposed, ITS which shall include, but not be limited to system version (if Proposer uses multiple ITS versions and/or releases), system design (centralized vs. premise based), technical specifications, software applications, hardware architecture and networking capabilities.
 - 4.1.6.3. Proposer shall include a diagram demonstrating the proposed ITS solution.
 - 4.1.6.4. Proposer must indicate the physical size of the ITS equipment to be installed at the Facility including information on height, depth, width, weight, abuse tolerances and any limitations.
 - 4.1.6.5. Proposer shall include a description, as well as images, of the inmate telephone sets, TDD and/or video relay service units, and cart/portable sets proposed for installation at the Facility.
- 4.1.7. **VVS**
 - 4.1.7.1. Specific mandatory VVS Equipment and Installation requirements are outlined in **Attachment 1, Section I (VVS Requirements)**.
 - 4.1.7.2. Proposer shall supply details of Proposer's proposed VVS that shall include, but not be limited to hardware components, operating system, default applications, power options, proposed cabling, and bandwidth parameters.
 - 4.1.7.3. Proposer shall include a diagram demonstrating the proposed VVS solution.

- 4.1.7.4. Proposer shall indicate whether its proposed VVS is premise-based or centralized.
- 4.1.7.5. Proposer must indicate the physical size of the VVS equipment to be installed at the Facility including information on height, depth, width, weight, abuse tolerances and any limitations.
- 4.1.7.6. Proposer shall include a description, as well as images, of the proposed video visitation stations (inmate, visitor and mobile) proposed for installation at the Facility.

4.1.8. **Tablets**

- 4.1.8.1. Mandatory Tablet Equipment and System requirements are outlined in **Attachment 1, Section J (Tablet Requirements)**
- 4.1.8.2. Proposer shall provide a detailed description of its Tablets, including security features for the corrections industry, screen size, device size, battery specifications, charging options.
- 4.1.8.3. Proposer shall include a diagram demonstrating the Tablet solution.
- 4.1.8.4. Proposer shall specify if the speakers on the Tablets can be disabled/enabled at County's discretion.
- 4.1.8.5. Proposer shall indicate how replacement earbuds are purchased and at what cost to the inmate.
- 4.1.8.6. Proposer shall indicate how Tablets work for hearing impaired inmates. Indicate if video applications have a closed-caption option and what percentage of educational and other applications are text-only.

4.2. **Technology Features and User Applications**

4.2.1. **ITS**

- 4.2.1.1. Mandatory ITS and User Application Specifications are outlined in **Attachment 1, Section H (ITS Requirements)**.
- 4.2.1.2. Proposer shall provide information on how the proposed ITS is capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing.
- 4.2.1.3. Proposer shall provide a script of the call acceptance information provided to the called party.
- 4.2.1.4. Proposer 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.

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

4.2.2. VVS

- 4.2.2.1. Mandatory VVS features, functionalities, and user applications are found in **Attachment 1, Section I (VVS Requirements)**.
- 4.2.2.2. Proposer shall detail any unique or distinctive features regarding the proposed VVS, including the capability for the inmate to initiate video visitation sessions.
 - 4.2.2.2.1. If Proposer does not have the capability for the inmate to initiate video visitations sessions, provide information on Proposer's research and development progress.
- 4.2.2.3. Proposer shall indicate whether it proposes an alternative number of video visitation stations to the quantity specified in **Attachment 1, Section L (Facility Specifications)**.
- 4.2.2.4. Proposer shall list the requirements for a visitor to complete remote video visitation sessions, including but not limited to minimum bandwidth, equipment, software, browser type.
- 4.2.2.5. Proposer shall specify whether the VVS provides a countdown clock timer on the video visitation station.
- 4.2.2.6. Proposer shall specify its proposed process for providing information on upcoming video visits, including reports available in the VVS user application.
- 4.2.2.7. Proposer shall provide a list of all available reports in the VVS user application.

4.2.3. Tablets

- 4.2.3.1. Mandatory Tablet features, functionalities, and user applications are found in **Attachment 1, Section J (Tablet Requirements)**.
- 4.2.3.2. Proposer shall detail any unique or distinctive features regarding the proposed Tablets, including all available options for inmates to access the Tablets (e.g. assigned model compared to a shared model).
- 4.2.3.3. Proposer shall indicate whether it proposes an alternative number of Tablets to the quantity specified in **Attachment 1, Section L (Facility Specifications)**.
- 4.2.3.4. Proposer shall describe its capability to deliver a comprehensive inmate education solution on the Tablets including all available courses.
- 4.2.3.5. Proposer shall describe how data associated with usage on the Tablets is stored.
- 4.2.3.6. Proposer shall specify how, if at all, Tablets become the property of the inmates at the time of release.
- 4.2.3.7. Proposer shall indicate if its Tablet user application has the capability of live monitoring.

- 4.2.3.8. Proposer shall provide a list of all available reports in the Tablets user application.
- 4.2.3.9. Proposer shall describe its capability to “lock down” select features on select tablets for security purposes. Please include information relative to the ability to provide different applications to different housing units based on security level.

4.3. **Security Features**

- 4.3.1. Mandatory ITS Security Features requirements are outlined in **Attachment 1, Section G (General Installation Requirements)**.

4.3.2. **ITS**

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

4.3.3. **VVS**

- 4.3.3.1. Proposer shall describe its registration and scheduling processes including:
 - 4.3.3.1.1. Capability to capture the visitor's photo or identification without manual input from the visitor.
 - 4.3.3.1.2. Capability to verify the visitor's identity.
 - 4.3.3.1.3. Capability to run a warrant search on the visitor.
 - 4.3.3.1.4. Create automated/custom restrictions for the inmate and/or visitor including restricting a specific inmate or visitor from conducting a video visitation session at the same time as another specific inmate or visitor.
 - 4.3.3.1.5. The mandatory fields captured during the registration and scheduling processes.
 - 4.3.3.1.6. Process for designating a visitor to receive confidential/privileged video visits.

4.3.3.1.7. All methods available for visitors to register and schedule a video visit including the use of a mobile application.

4.3.3.1.7.1. If Proposer does not have the capability to allow scheduling through a mobile application, provide information on Proposer's research and development progress.

4.3.3.1.8. Method for avoiding scheduling conflicts.

4.3.3.2. Proposer shall indicate how other counties using Proposer's proposed VVS are handling approval of visitors: approved visitor lists compared to passive approval (with required registration).

4.3.3.3. Proposer shall indicate whether the VVS can accommodate a manually facilitated video visit created by County.

4.3.3.4. Proposer shall indicate whether the VVS has the capability to allow County to reassign the video visitation station from the one initially assigned by the VVS.

4.3.3.5. Proposer shall outline the process for shutting down the VVS.

4.3.4. **Tablets**

4.3.4.1. Proposer shall specify the modifications to the physical device as well as the operating system that ensure correctional-grade security.

4.3.4.2. Proposer shall specify how mobile device management is handled through the system.

4.3.4.3. Proposer shall detail its security and installation approach to ensure inmates cannot access an external wireless network.

4.4. **Monitoring, Recording and Data Requirements**

4.4.1. Proposer shall provide detailed information on its data storage locations, data redundancy practices, and the processes used when copying and storing all data.

4.4.2. **ITS**

4.4.2.1. Mandatory Monitoring, Recording and Data Requirements are outlined in **Attachment 1, Section H (ITS Requirements)**.

4.4.2.2. Proposer shall include detailed information on the ITS alert application. The description shall include, at a minimum, the types of alerts available (cell phone, SMS text, email) and whether a security PIN for accessing the live call/visitation session is required.

4.4.2.3. Proposer shall provide a detailed description of the process for copying/exporting recordings. Include information on date/time stamps and how the ITS prevents tampering with a recording.

4.4.2.4. Proposer shall describe its capabilities to allow authorized users of the ITS application to share call recordings (single and bulk) without copying recordings onto a CD or other storage medium.

4.4.2.5. Provide a listing of all available file types for ITS data including reports and recordings.

4.4.3. **VVS**

4.4.3.1. Mandatory Monitoring, Recording and Data Requirements are outlined in **Attachment 1, Section I (VVS Requirements)**.

4.4.3.2. Proposer shall include detailed information on the VVS alert application. The description shall include, at a minimum, the types of alerts available (cell phone, SMS text, email) including.

4.4.3.3. Proposer shall specify if the VVS allows the user to stop, pause and restart a live video visitation.

4.4.3.4. Proposer shall indicate whether its VVS has the capability to scan and display random live video visitations.

4.4.3.5. Proposer shall indicate whether the user can customize the view for playback of video visitations and/or add comments to the video visitation recording.

4.5. **Other Required Technology**

4.5.1. Specific mandatory requirements for booking/intake and lobby kiosks are outlined in **Attachment 1, Section K (Other Required Technology)**.

4.5.2. **Booking/Intake kiosks**

4.5.2.1. Proposer shall describe the proposed booking/intake kiosks and provide technical specifications for the units including but not limited to dimensions, weight, printing capabilities, photographic capabilities and the maximum number of bills and coins that the device can accept in one transaction.

4.5.2.2. Describe Proposer's cash collection process including how Proposer monitors cash deposits to determine the frequency of servicing the units.

4.5.2.3. Describe Proposer's cash collection process, including pickup/deposit options and how Proposer monitors cash deposits to determine when unit requires service.

4.5.3. **Lobby Kiosks**

4.5.3.1. Proposer shall describe the proposed lobby kiosks and provide technical specifications for the units including but not limited to dimensions, weight, printing capabilities, photographic capabilities, the maximum number of bills that the device can accept in one transaction and credit cards accepted.

- 4.5.3.2. Proposer shall indicate if kiosk can scan in data from a government issued identification card or driver's license as part of a registration process.
- 4.5.3.3. Proposer shall detail what data is on the visitor receipts and indicate if its customer service number is printed on the receipts.
- 4.5.3.4. Proposer shall specify if its lobby kiosks can perform multiple functions such as funding and visitation scheduling, bail, or child support payments.
- 4.5.3.5. Describe Proposer's cash collection process, including pickup/deposit options and how Proposer monitors cash deposits to determine when unit requires service.
- 4.5.3.6. Indicate method of revenue-share with County.

4.5.4. **Debit Release Cards**

- 4.5.4.1. Proposer shall provide an overview of its debit release card program.
- 4.5.4.2. Explain how funds are applied to the debit release card and how the card is used by the inmate after release.
- 4.5.4.3. Proposer shall detail all rates, fees, and surcharges associated with the inmate's use of the card **Attachment 1, Section M (Rates, Fees, and Revenue Share)**.

4.5.5. **Cell Phone Detection Technology.**

- 4.5.5.1. Proposer shall provide four (5) mobile cell phone detectors and two (2) stationary cell phone detectors at no cost to County.
- 4.5.5.2. Provide a description of the proposed devices, including product dimensions, weight and photograph.
- 4.5.5.3. Describe the technology used to find contraband cell phones and other contraband items.
- 4.5.5.4. Indicate the number of inmates that can be scanned in a one (1) minute interval.

4.6. **Additional Technology**

- 4.6.1. County is interested in additional technology products that can be provided as part of the Proposer's proposal offering for this RFP. County may, at its sole option, elect to implement any proposed Additional Technologies throughout the life of the Agreement. If Proposer is interested in providing information for additional technology products and services it should supply information on the following items. **For each Additional Technology below, Proposer must provide two (2) references of facilities where this technology has been implemented for at least six (6) months. All references must include facility name and address, contact name, contact number and contact email.**
- 4.6.2. Commissary ordering via the ITS (no cost to County): Proposer must provide an overview of this technology which shall include details on the process for selecting and ordering

commissary items. Refer to **Attachment 1, Section L (Facility Specifications)** for information on the commissary services provider.

4.6.2.1. Detail any fees or charges associated with this technology.

4.6.3. ITS voice biometric technology (no cost to County): Proposer must provide an overview of the technology, detail the enrollment process and indicate whether the technology performs an initial verification and/or continuous verification of the inmate's voice. This feature must be an integrated part of the ITS and must include analytical tools and reporting:

4.6.3.1. Detail any fees or charges associated with this technology.

4.6.4. Voice-to-text technology: Proposer must provide an overview of the technology specifying how the technology is capable of converting recordings to text:

4.6.4.1. Proposer shall indicate the search functions available to investigators; and

4.6.4.2. Detail any fees or charges associated with this technology.

4.6.5. Inbound, automated voicemail via the ITS. Proposer shall provide an overview of this technology specifying whether the technology accommodates outbound voicemails in addition to inbound.

4.6.5.1. Describe all security features for voicemail messaging and how the voicemail services preserve the call controls configured in the ITS.

4.6.5.2. Confirm the ITS is capable of recording and storing all messages.

4.6.5.3. Detail all charges for voicemail messages and the method of revenue-share with County.

4.6.6. Internal automated voicemail messaging via the ITS (no cost to County). Proposer shall provide information on an internal messaging feature available to the inmates to file grievances, request medical/dental care, file telephone complaints or receive broadcast messages from County (per inmate, group of inmates or facility).

4.6.6.1. Confirm the ITS is capable of recording and storing all messages.

4.6.7. Automated Information Technology System (AITS) (no cost to County): Proposer shall describe its AITS feature, which shall provide both inmates and external users with information relative to the facility or to a specific inmate.

4.6.8. Managed Access Systems for Cell Phones (MAS): Proposer shall provide an overview of this technology with a clear explanation of how the technology works to deter the use of cell phones in County's facility.

4.6.8.1. Proposer shall indicate how the system is implemented and describe the process of entering data into the MAS.

- 4.6.8.2. Proposer shall describe how the effectiveness of this technology is measured and provide available statistics on MAS effectiveness.
- 4.6.8.3. Detail any cost associated with MAS with any optional features being offered/proposed.
- 4.6.9. Digital Mail Solution: Proposer shall provide an overview of its digital mail solutions and explain what device(s) it would use to make written correspondence available to the inmates.
 - 4.6.9.1. Describe how offsite mail solutions work, including where the offsite digital mail solution is located.
 - 4.6.9.2. Proposer shall explain what the mail is screened for and indicate if touch-based drugs can be identified during screening.
 - 4.6.9.3. Proposer shall provide details on the screening cycle for a piece of mail. Describe how long it takes to screen, upload, and make a two (2) page letter available to the inmate.
 - 4.6.9.4. Describe what is done with the hard copies of the mail that were successfully scanned and sent to the inmate.
 - 4.6.9.5. Describe the steps taken to handle contraband or illicit materials through the offsite digital mail solution and how the County is notified of instances of contraband.
 - 4.6.9.6. Proposer shall provide an overview of onsite digital mail solutions. Detail if onsite digital mail solutions are staffed by Proposer's employees or Facility staff.
 - 4.6.9.7. Detail any costs associated with onsite and offsite digital mail solutions.
- 4.6.10. Data Analytics and/or Investigative Tools: Proposer shall provide information on any data analytics and/or investigative tools for County use.
 - 4.6.10.1. Provide detailed costs associated with each technology.
 - 4.6.10.2. Provide confirmation of whether this solution is contained within the Proposer's ITS platform or if it is external.
 - 4.6.10.3. Provide screenshots of dashboards, analytics, and sample reports for County review.
- 4.6.11. Any additional Proposer technology or optional features: Provide a description of any additional technology that may be of interest to County (e.g. jail management system, RFID technology). Provide detailed information on each application, production and the functionalities of each as well as a complete description of the features proposed.
 - 4.6.11.1. Detail any cost associated and/or commission with the additional technology or optional features offered/proposed.

5. FINANCIAL TRANSPARENCY

5.1. Proposer Information

5.1.1. Proposer shall supply the following in its proposal.

5.1.1.1. Documentation that Proposer is registered to do business in the State of California.

5.1.1.2. Documentation that all necessary requirements of the Federal Communications Commission (FCC) for the ITS are met.

5.1.1.3. Proposer's current annual report and its two (2) most recent Dun and Bradstreet or similar reports.

5.1.1.4. If Proposer has operated under a different name, or affiliate, in the past three (3) years, provide names, dates, addresses and state where incorporated or operated.

5.1.1.5. If Proposer has participated in an acquisition or merger in the last six (6) months, provide information about the acquiring company or the company acquired and information regarding the stage of negotiations.

5.1.1.6. A synopsis of any and all inmate communications (ITS, VVS, Tablets) RFP or contract related protests in within the last three (3) years. Include location and outcome of the protest.

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

5.1.1.7. A synopsis of any and all litigation(s) within the last five (5) years where Proposer was a party to or Proposer's ITS, VVS or Tablets were the subject matter of said litigation. Include venue, type of case, and the current status of the litigation.

5.2. Validation

5.2.1. ITS

5.2.1.1. Proposer shall describe its call validation methods, indicating if real-time.

5.2.1.1.1. Identify all other methods used for call validation.

5.2.1.1.2. Proposer shall subscribe to the LEC Line Information Data Base (LIDB). Proposer shall query this database for each collect inmate call and process only those calls that do not have Billed Number Screening (BNS). Proposer must assume all responsibility for the cost and accuracy of validation.

5.2.1.1.3. Specify the process for unblocking a phone number that is restricted for non-payment or exceeding a daily/weekly/monthly collect calling limit ("Collect Call Threshold").

5.2.1.1.4. Proposer shall describe its capability to accommodate a monthly minimum Collect Call Threshold specified by County.

5.2.1.1.5. Include the timeframe for removing a restriction once the Local Exchange Carrier (LEC) receives payment.

5.2.2. **VVS**

5.2.2.1. Specify Proposer's process for restricting visitors for any fraudulent activity or credit card chargebacks.

5.2.3. **Tablets**

5.2.3.1. Specify Proposer's process for capturing any orders for the device, media or communication.

5.2.3.2. Confirm the timeframe for processing inmate orders and making the purchased media or communication available to the inmate.

5.2.3.3. Detail Proposer's process for validating the inmate's available balance at the time of purchase request.

5.3. **Available Options**

5.3.1. **ITS - Calling Options**

5.3.1.1. Proposer must specify its process for maximizing call completion especially for calls that would otherwise be blocked because of cell phones and other unbillable issues. Proposer shall also identify the average percentage of calls that fail validation because of cell phones and unbillable issues.

5.3.1.1.1. Provide a diagram demonstrating each additional calling option.

5.3.1.1.2. Relative to prepaid collect, specify the timeframe for a prepaid account to become dormant/expire. If applicable, Proposer shall state whether the timeframe is configurable.

5.3.1.1.2.1. Describe the refund process including how a refund should be requested and the timeframe associated with processing a refund.

5.3.1.1.3. Specify the minimum amount required on a prepaid collect account to complete a call.

5.3.1.1.4. Describe in detail what happens when an inmate attempts a call to a prepaid collect account that has insufficient funds.

5.3.1.1.5. Relative to debit accounts, describe the process for accommodating real-time refunds.

5.3.1.2. Describe billing options available to attorneys and bail bondsmen in the event they cannot receive collect calls.

5.3.2. **VVS – Available Applications**

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

5.3.3. **Tablets – Available Applications**

5.3.3.1. Proposer shall provide a list of all available applications, features and functionalities available on Tablets.

5.4. End-User Payment Options

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

5.5. Proposer References

- 5.5.1. Provide a list of agreements not renewed, lost or prematurely cancelled in the last five (5) years.
 - 5.5.1.1. 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.
- 5.5.2. Provide a list of clients/agencies who have notified Proposer of unauthorized fees/charges, overbillings or revenue share owed within the last three (3) years and the status of resolution of those claims.
 - 5.5.2.1. A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.
- 5.5.3. Using County **Exhibit C – References List**, provide a minimum of three (3), but no more than five (5), client references for facilities where Proposer provides the equipment and services comparable to the requirements in this RFP. This includes all required services: ITS, VVS, Tablets, and booking and lobby kiosks.
 - 5.5.3.1. References provided must be currently under contract with Proposer and operating under that contract for at least six (6) months.
 - 5.5.3.2. Proposer shall ensure updated references and accurate contact information is provided.
 - 5.5.3.3. References may be contacted at any time during the RFP process.
- 5.5.4. Proposer shall include County Exhibit C of the **Main RFP** document in its response as indicated in **Attachment 1, Section B.1 (Proposal Order)** which Proposer shall provide all requested information for each reference.

6. SERVICE

6.1. Disaster Recovery Plan

- 6.1.1. Proposer shall detail its Disaster Recovery Plan (DRP). This plan should provide the Proposer’s processes, policies, and procedures relating to the recovery of services and data requirements as specified in this RFP preceding and/or following a natural or human-induced disaster.
- 6.1.2. The DRP shall address the Proposer’s recovery processes following a natural or human-induced disaster for these scenarios:
 - 6.1.2.1. A localized event affecting only the Proposer’s Facility, infrastructure, and personnel;
 - 6.1.2.2. A localized affecting only the County’s Facility, infrastructure, and personnel; and
 - 6.1.2.3. A broad geographic event affecting both the Proposer and the County.

6.2. Proposer Personnel

6.2.1. Proposer shall provide the names of Proposer’s employees, consultants, and subcontractors that will be involved in providing the requirements in this RFP and the Agreement using format of the table below. Proposer may add additional rows to the table as necessary.

Table 2 - Proposer Personnel

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

- 6.2.2. Proposer shall supply resumes for all employees, consultants and subcontractors that will be working under the terms of this RFP and Agreement. There are no limits on the number of resumes Proposer may submit. Resumes shall be included in Proposer’s proposal as indicated in **Attachment 1, Section B.1 (Proposal Order)**. All resumes shall be no more than two (2) pages and include the information below:
 - 6.2.2.1. The name, position, qualifications, certifications, years of experience, and educational background information.
 - 6.2.2.2. The amount of time the individual will devote to work related to the requirements outlined in this RFP. Indicate clearly whether the given response is being expressed in hours per month or a percentage of time per month.

6.2.2.3. Two related, past performance references for projects of comparable size and complexity where the team member has performed duties similar to the ones outlined in this RFP.

6.2.2.3.1. Proposer must include a contact name, number and email address of someone who has knowledge of the team member’s work for that project.

6.2.2.4. Work experience for no more than the last ten (10) years. List relevant current/recent work experience, employers, dates and duties in reverse chronological order.

6.2.3. Proposer shall provide information regarding maintenance personnel for the ITS, VVS and Tablets using the format provided in **Table 3 (Proposer Technicians)**.

6.2.3.1. Indicate the number of technicians directly employed by Proposer as well as the number of technicians, which will be subcontracted for service at the Facility.

6.2.3.2. Indicate the names, company, primary physical work location, telephone numbers, and proximity to the Facility for the technicians who will be maintaining, servicing and performing work under the Agreement.

Table 3 -

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

Proposer Technicians

6.2.4. Proposer shall disclose, with percentages clearly shown, the specific work tasks for the Facility that will be subcontracted and the specific work tasks that will be performed by Proposer employees.

6.3. Customer Service

6.3.1. Provide the following information regarding Proposer’s processes for handling inmate/end-user service matters for any of the inmate communication services specified in this RFP:

6.3.1.1. Describe procedure(s) for handling inmate/end-user complaints including the contact options available for end-users to request assistance from Proposer;

6.3.1.2. Indicate whether Proposer’s County service center defaults to an Interactive Voice Response (IVR) or a live County service representative;

- 6.3.1.3. The hours during which live County service representatives are available to speak with end-users via telephone;
- 6.3.1.4. Indicate the average on-hold time to reach a live representative; and
- 6.3.1.5. Describe procedure(s) for handling inmate or end-user refund requests and the timeframe for completing such requests.

6.4. **Maintenance**

- 6.4.1. Proposer shall provide County with the escalation procedures for handling County support issues including, but not limited to, maintenance, outages and reporting issues for the ITS and VVS. Procedure description shall include the contact names, contact numbers, email addresses and level of authority for the person(s) responsible for escalated issues.
- 6.4.2. Proposer shall provide County with the proposed process for handling maintenance and service issues surrounding Tablets including warranty timeframe, replacement process and storage of spare Tablets.
- 6.4.3. Proposer shall provide the on-site response time, priority levels and escalation schedule for emergency outage/service issues at and/or related to the Facility as an exhibit to its RFP response and as outlined in **Attachment 1, Section B.1 (Proposal Order)**.
- 6.4.4. Proposer shall describe its detailed approach to routine and emergency maintenance as an exhibit to its RFP response and as outlined in **Attachment 1, Section B.1 (Proposal Order)**.
- 6.4.5. Proposer shall provide a synopsis of all ITS, VVS and Tablet outages lasting longer than six (6) hours in a single day for the past six (6) months. Include reason and outcome of the outage.
 - 6.4.5.1. A response indicating this information is confidential and/or proprietary will be considered an Exception.

7. COUNTY EXHIBITS

**COUNTY EXHIBIT A
SIGNATURE PAGE**

(Proposer to complete and place in front of proposal.)

Individual/Company: _____

Address: _____

Contact Person's name: _____

Contact Person's title: _____

Contact Person's telephone number: _____

Contact Person's email address: _____

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to submit this proposal and sign on behalf of the organization and assure that all statements made in the proposal are accurate and truthful. The undersigned agrees to provide the work or services requested in this Request for Proposal at the price contained therein and will comply with all terms and conditions of the proposed agreement, unless otherwise stipulated through a written exception.

Authorized Representative – Name

Title

Authorized Representative's signature

**COUNTY EXHIBIT B
SUBCONTRACTOR LIST**

(Proposer to complete and return with proposal.)

Subcontractor No. 1 - Name: _____

Address: _____

Contact Person: _____

Email: _____ Title: _____

Amount of work or services to be performed (percentage): _____

Types of work or services to be performed: _____

Subcontractor No. 2 - Name: _____

Address: _____

Contact Person: _____

Email: _____ Title: _____

Amount of work or services to be performed (percentage): _____

Types of work or services to be performed: _____

Subcontractor No. 3 - Name: _____

Address: _____

Contact Person: _____

Email: _____ Title: _____

Amount of work or services to be performed (percentage): _____

Types of work or services to be performed: _____

**COUNTY EXHIBIT C
REFERENCES LIST**

(Proposer to complete and return with proposal.)

Lies a minimum of three (3), but a maximum of five (5), references where the same or similar services are provided.

Reference No. 1 – Name: _____

Address: _____

Contact Person: _____ Title: _____

Email: _____ Telephone No.: _____

Amount of contract: _____ Dates of Services performed: _____

INMATE COMMUNICATION SERVICES	NUMBER PROVIDED
Number of Inmate Telephones	
Number of Inmate Video Visitation Stations	
Number of Visitor Video Visitation Stations	
Number of Inmate Tablets	
Number of Booking and Lobby Kiosks	
References Facility ADP	

Reference No. 2 – Name: _____

Address: _____

Contact Person: _____ Title: _____

Email: _____ Telephone No.: _____

Amount of contract: _____ Dates of Services performed: _____

INMATE COMMUNICATION SERVICES	NUMBER PROVIDED
Number of Inmate Telephones	
Number of Inmate Video Visitation Stations	
Number of Visitor Video Visitation Stations	
Number of Inmate Tablets	
Number of Booking and Lobby Kiosks	

References Facility ADP	
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**COUNTY EXHIBIT C
REFERENCE LIST - CONTINUED**

Reference No. 3 – Name: _____

Address: _____

Contact Person: _____ **Title:** _____

Email: _____ **Telephone No.:** _____

Amount of contract: _____ **Dates of Services performed:** _____

INMATE COMMUNICATION SERVICES	NUMBER PROVIDED
Number of Inmate Telephones	
Number of Inmate Video Visitation Stations	
Number of Visitor Video Visitation Stations	
Number of Inmate Tablets	
Number of Booking and Lobby Kiosks	
References Facility ADP	

Reference No. 4 – Name: _____

Address: _____

Contact Person: _____ **Title:** _____

Email: _____ **Telephone No.:** _____

Amount of contract: _____ **Dates of Services performed:** _____

INMATE COMMUNICATION SERVICES	NUMBER PROVIDED
Number of Inmate Telephones	
Number of Inmate Video Visitation Stations	
Number of Visitor Video Visitation Stations	
Number of Inmate Tablets	
Number of Booking and Lobby Kiosks	
References Facility ADP	

**COUNTY EXHIBIT C
REFERENCE LIST - CONTINUED**

Reference No. 5 – Name: _____

Address: _____

Contact Person: _____ **Title:** _____

Email: _____ **Telephone No.:** _____

Amount of contract: _____ **Dates of Services performed:** _____

INMATE COMMUNICATION SERVICES	NUMBER PROVIDED
Number of Inmate Telephones	
Number of Inmate Video Visitation Stations	
Number of Visitor Video Visitation Stations	
Number of Inmate Tablets	
Number of Booking and Lobby Kiosks	
References Facility ADP	

COUNTY EXHIBIT D
AFFIDAVIT OF NON-COLLUSION

(Proposer to complete and return with proposal.)

I hereby affirm that:

- 1) I am the Proposer (if Proposer is an individual), a partner of the Proposer (if the Proposer is a partnership), or an officer or employee of the Proposer having authority to sign on the Proposer's behalf (if Proposer is a corporation or LLC).
- 2) The proposal has been arrived at by the Proposer independently and has been submitted without collusion with, or without agreement, understanding, or planned common course of action with, any other vendor or materials, supplies, equipment, or services described in the request for proposal, designed to limit the independent bidding or competition.
- 3) The contents of the proposal have not been communicated by the Proposer or its employees or agents, to any person not an employee or agent of the Proposer or its surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.
- 4) I have fully informed myself regarding the accuracy of the statements made on this affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed in: _____, _____ on: _____ by:
 (City) (State) (Date)

Name of Proposer

Address

City, State, Zip Code

Authorized Signature

SECTION A - PROPOSER INSTRUCTIONS

For the avoidance of doubt, Kings County Sheriff's Office shall hereinafter be referred to as "County." Attachment 1 - Mandatory Requirements contains several sections identified by letter and title which outline the required communications solution. Below is a listing of all sections included in Attachment 1 - Mandatory Requirements.

Section A	— Proposer Instructions
Section B	— Instructions & Format
Section B.1	— Proposal Order
Section C	— Evaluation & Selection
Section C.1	— Evaluation Criteria
Section D	— General Conditions
Section E	— User Billing and Payments
Section F	— Customer Service
Section G	— General Installation Requirements
Section H	— ITS Requirements
Section I	— VVS Requirements
Section J	— Tablet Requirements
Section K	— Other Required Technology
Section L	— Facility Specifications
Section M	— Rates, Fees and Revenue Share
Section N	— Exceptions to the RFP
Section O	— Exceptions to Agreement Terms
Section P	— Receipt of Addenda
Section Q	— Proposer's Conference Registration Form

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

Proposer shall not reformat, sort, relabel, modify or change the sections included in Attachment 1 in any way other than to insert its Proposer Response and Proposer Comments (if needed).

SECTION B - RFP INSTRUCTIONS & FORMAT

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

SUBSECTION 1 - GENERAL FORMAT

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Format Requirements	Proposer 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. Proposer is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by County may be rejected without notification.		
1.002	Format Requirements	The original RFP text, as well as any appendices, amendments, addenda or other correspondence related to this RFP may not be manually, electronically or otherwise altered by Proposer. Any Proposer proposal containing altered, deleted or additional non-original RFP text may be disqualified.		
1.003	Format Requirements	Proposals shall be prepared on standard 8 1/2" x 11" or 8 1/2" x 14" paper with each page numbered.		
1.004	Format Requirements	Each piece of paper, printed on both sides, counts as two (2) pages. For example, if the RFP response is allocated one hundred (100) pages, in print form it will be fifty (50) individual sheets of paper.		
1.005	Format Requirements	Proposer's proposal shall contain the items listed in Section B.1 of this Attachment 1 and must conform to the page limits specified. If page limits are exceeded in any section County reserves the right to deem the extraneous pages as non-compliant and those pages will not be evaluated.		
1.006	Format Requirements	The cover letter shall be printed on Proposer letterhead and signed by a company officer with the authority to bind and contract with County.		
1.007	Format Requirements	The executive summary/ company overview shall be a concise summation of the Proposer's experience and qualifications and the proposed inmate communications solution presented in the Proposer's proposal. A brief description of the company and its structure, including, but not limited to, the name(s), business address(es), and telephone number(s) of the company's officers, directors, and associates, and the name(s) and address(es) of any parent or subsidiary companies.		

SECTION B - RFP INSTRUCTIONS & FORMAT

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

1.008	Format Requirements	County requirements that are addressed only in the executive summary/company overview and not included in the Proposer's proposal will be considered non-compliant.		
1.009	Format Requirements	All information contained in Proposer’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.		
1.010	Format Requirements	Photographs, graphics, tables and other visual aids included as part of any page-limited section are counted against the maximum page limit.		
1.011	Format Requirements	Proposer may include complete client lists or general company information in the final attachment “Other Proposer Brochures/Documents” but must adhere to the page limit.		
1.012	Format Requirements	Failure to follow the instructions in this RFP may, at County’s sole discretion, result in the rejection of Proposer’s proposal.		
1.013	Format Requirements	All costs and expenses relating to the preparation and submission of Proposer’s proposal shall be the responsibility of Proposer.		

SUBSECTION 2 - SUBMISSION OF PROPOSAL

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Submission of Proposal	All proposals failing to meet the Proposal Due Date will be returned to the Proposer unopened.		
2.002	Submission of Proposal	Proposer 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 Proposer.		
2.003	Submission of Proposal	Proposer may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. County will not accept any modifications to Proposer’s proposal after the Proposal Due Date except in connection with a requested Best and Final Offer.		
2.004	Submission of Proposal	Proposer may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date specified in the RFP.		
2.005	Submission of Proposal	Proposer is responsible for all errors or omissions contained in its proposal.		

SECTION B - RFP INSTRUCTIONS & FORMAT

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

SUBSECTION 3 - QUESTIONS OR COMMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	Proposer Questions	Any questions and/or comments submitted by the Proposers after the due date may not be answered by County.		
3.002	Proposer Questions	Only written communication executed by County in the form of an amendment or addendum shall be considered binding.		

SUBSECTION 4 - RFP SPECIFICATION CHANGES

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

SUBSECTION 5 - CONFIDENTIALITY

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	Confidentiality	Any and all information provided in a proposal will be subject to disclosure under the California Public Records Act (“CPRA”) unless marked CONFIDENTIAL and submitted separately under seal. Information submitted separately will be reviewed by the County for exceptions to the CPRA.		
5.002	Confidentiality	Proposer 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.		

SECTION B - RFP INSTRUCTIONS & FORMAT

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

5.003	Confidentiality	County does NOT guarantee that information provided by a Proposer under a claim of confidentiality will not be subject to disclosure under the CPRA. In the event the County determines information over which the Proposer claimed confidentiality is subject to disclosure under the CPRA, the County will notify the Proposer of that determination prior to disclosure of the information		
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SUBSECTION 6 - ACCEPTANCE PERIOD

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
6.001	Acceptance Period	Proposer's submission of a proposal indicates Proposer agrees the proposal will remain valid for a minimum of one hundred twenty (120) days from the Proposal Due Date ("Acceptance Period"). A proposal requesting less than one hundred twenty (120) days may be rejected. Proposer may specify a longer Acceptance Period.		
6.002	Acceptance Period	If Proposer's Proposal is accepted within the Acceptance Period, Proposer 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.		
6.003	Acceptance Period	County shall create an Agreement resulting from this RFP, which shall incorporate Attachment 1 - Mandatory Requirements, Attachment 2 - Agreement Terms, Best and Final Offer and Proposer's RFP response . The terms may be subject to further negotiation and approval before County may be legally bound thereby. If satisfactory negotiations with the selected Proposer cannot be negotiated in a reasonable time, County, in its sole discretion, may begin Agreement negotiations with the next Proposer.		
6.004	Acceptance Period	The awarded Proposer shall not unduly delay negotiations or execution of an Agreement. Proposer is expected to respond promptly to County's requests.		

2020 Kings County CA RFP 2020-58 Inmate Communications Attachment 1 - Mandatory Requirements(19125.1).xlsx

SECTION B.1 - PROPOSAL ORDER

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section M (Exceptions to RFP).

Item	Maximum Page Limit
County Exhibit A - SIGNATURE PAGE in Main RFP Document	1
COVER LETTER	1
TABLE OF CONTENTS	3
EXECUTIVE SUMMARY/ COMPANY OVERVIEW	6
County Exhibit B - SUBCONTRACTOR LIST in Main RFP Document	2
County Exhibit D - AFFIDAVIT OF NON-COLLUSION in Main RFP Document	1
PROPOSER'S PROPOSAL Sections 4 through 6 of the Main RFP document including all subsections and numbered items.	125
County Exhibit C - REFERENCES LIST in Main RFP Document	3
RFP ATTACHMENT 1: MANDATORY REQUIREMENTS Sections B through P including all subsections and numbered items.	No page limit
Proposer Exhibit 1: Proposer Documentation, California Business Registrations & Licenses, FCC Documents	No page limit
Proposer Exhibit 2: Proposer Financial Statements, including Dun & Bradstreet Reports or equivalent.	No page limit
Proposer Exhibit 3: Resumes	2 pages per resume
Proposer Exhibit 4: Implementation Plan(s)	8
Proposer Exhibit 5: Disaster Recovery Plan	4
Proposer Exhibit 6: Service Escalation Matrix	2
Proposer Exhibit 7: Maintenance Policies/Procedures	10
Proposer Exhibit 8: System Report and File Samples	14
Proposer Exhibit 9: Equipment Specification Sheets	10
Proposer Exhibit 10: Sample Training Plan and User Documentation	14
Proposer Exhibit 11: Additional Technology Documentation	20
Proposer Exhibit 12: Other Proposer Brochures/Documents	10

Proposer Response

SECTION C - EVALUATION & SELECTION

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

SUBSECTION 1 - EVALUATION FACTORS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Evaluation	County shall conduct a comprehensive evaluation of all proposals.		
1.002	Evaluation	Proposals will be evaluated by County's evaluation committee who shall review, evaluate and verify information submitted by Proposer accordance with Attachment 1, Section C.1 (Evaluation Criteria) and the process as outlined in this section (Section C).		
1.003	Evaluation	Each Proposer is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each proposer the maximum score based on the available data submitted by the proposer.		
1.004	Evaluation	The top three scoring Proposers may be asked to conduct a technology presentation of their proposed systems at a date and time to be determined by the County. If a technology presentation is requested, it shall be part of the weighted evaluation criteria outlined in Attachment 1, Section C.1 (Evaluation Criteria) .		
1.005	Evaluation	County expressly reserves the right to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of technology, revenue share offered and other evaluation factors set forth in Attachment 1, Section C.1 (Evaluation Criteria) .		

SUBSECTION 2 -BEST AND FINAL OFFER

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Best and Final Offer	County may request a Best and Final Offer (BAFO) from selected Proposer(s). A BAFO allows Proposer an opportunity to clarify or supplement its original proposal. Selected Proposers will be contacted in writing by County requesting the submission of Proposer’s BAFO. The BAFO will be in the form of an addendum to this RFP and Proposer's submitted proposal.		
2.002	Best and Final Offer	If a BAFO is requested, it shall be part of the weighted evaluation criteria outlined in Attachment 1, Section C.1 (Evaluation Criteria) .		

SECTION C - EVALUATION & SELECTION

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

SUBSECTION 3 - NEGOTIATION OF PROPOSAL

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

SUBSECTION 4 - PROPOSAL SELECTION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	Proposal Selection	The Proposer with the highest revenue share offer is not guaranteed award of an Agreement.		
4.002	Proposal Selection	County reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Proposer’s proposal.		
4.003	Proposal Selection	County reserves the right to review Proposer’s contracts with its subcontractors to ascertain whether Proposer has the necessary operational systems in place to fulfill the requirements of this RFP.		
4.004	Proposal Selection	County reserves the right to request clarification from Proposers during the evaluation of proposals. Such clarification is intended to assist County in awarding an Agreement that is most advantageous to County.		

SECTION C - EVALUATION & SELECTION

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

4.005	Proposal Selection	County reserves the right, in its sole judgment, to accept the proposal which is determined by County to be the best proposal resulting from this RFP, with or without negotiation, and BAFO.		
4.006	Proposal Selection	County expressly reserves the right to accept or reject any or all proposals, modifications, or alterations or waive any technicalities or provisions, with or without cause.		
4.007	Proposal Selection	County reserves the right to award an Agreement to the next most qualified Proposer if the awarded Proposer does not furnish all items and services required in this RFP, its amendment(s) and/or addenda and negotiated Agreement.		
4.008	Proposal Selection	Proposals that do not meet the requirements set forth in the RFP, its amendment(s) and/or addenda, may be considered non-compliant and may be disqualified. County may reject Proposer's proposal for any of, but not be limited to, the following:		
4.009	Proposal Selection	Evidence of collusion with or among other Proposers submitting a proposal.		
4.010	Proposal Selection	Inappropriate contact of County's employees or any employee at the Facility regarding this RFP during the RFP process by Proposer may result in County's rejection of Proposer's proposal.		
4.011	Proposal Selection	Incorrect or contradictory information and/or false statements included in Proposer's proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.		

SUBSECTION 5 - FINAL DECISION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	Final Decision	Each Proposer that submitted a proposal will receive written notification of County's final decision.		
5.002	Final Decision	The County has the sole right to determine the successful Proposer.		

SUBSECTION 6 - PROTEST OF AWARD

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

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

6.001	Protest of Award	In the event of a protest, Proposer shall furnish a bond along with its protest submission in the form of a Surety Bond, Cashier’s Check or Irrevocable Letter of Credit (“Protest Bond”) issued by a company authorized to do business in the state of California. The Protest Bond must be made payable to County in the amount of \$90,000.00. If the protestor prevails, the Protest Bond will be returned to the protestor. If the protestor does not prevail, the Protest Bond shall be retained by County.		
6.002	Protest of Award	Protests of the announcement of the award must be made within five (5) working days of the date of the Notice of Intent to Award.		
6.003	Protest of Award	Any objection to County’s final decision will be handled according to applicable state and local procurement laws.		
6.004	Protest of Award	Protests must include the following information:		
6.005	Protest of Award	The name, address, telephone number, and email address of the protesting		
6.006	Protest of Award	The signature of the protesting Proposer or the representative of the Proposer;		
6.007	Protest of Award	The RFP number;		
6.008	Protest of Award	A detailed statement of the legal or factual basis for the protest;		
6.009	Protest of Award	All documents or other records that support the Proposer’s basis for the protest;		
6.01	Protest of Award	The form of relief requested; and		
6.011	Protest of Award	Acknowledgment of the Proposer’s willingness to accept any and all notices or decisions regarding this protest and any resulting appeal via email.		
6.012	Protest of Award	Protests will be considered and responded to by the Purchasing Manager or designee within five (5) working days of the receipt of the protest. In the event the protesting Proposer wishes to appeal the decision of the Purchasing Manager or designee, said appeal shall be presented in writing to the Clerk of the Board within five (5) working days of the date of the Purchasing Manager’s response.		
6.013	Protest of Award	Proposers appealing the Purchasing Manager’s decision must work with the Clerk of the Board to schedule a hearing of the Proposer’s appeal on the Board’s agenda for the next regular meeting. The hearing will be conducted informally and will not be a full evidentiary hearing. However, the Proposer and the County will be given the opportunity to present arguments and provide evidence at the hearing.		

SECTION C - EVALUATION & SELECTION

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

6.014	Protest of Award	Any evidence to be presented at the hearing must be presented to the Clerk of the Board and the Purchasing Manager at least three (3) working days prior to the scheduled hearing. Proposers may be represented by counsel, but the rules of evidence governing civil proceedings will not apply to this hearing.		
6.015	Protest of Award	The Board will issue its decision either orally at the hearing or in writing within three (3) working days of the hearing.		
6.016	Protest of Award	Any costs incurred by a Proposer in filing and pursuing a protest or appeal shall be the sole responsibility of the Proposer. The County shall not reimburse the Proposer for the costs of a protest or appeal, even if the protest or appeal results in a favorable outcome for the Proposer.		
6.017	Protest of Award	The procedures set forth above are mandatory and constitute a Proposer’s sole and exclusive remedy in the event of a protest or appeal of the RFP or the award thereof. Failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest or appeal, including filing a claim or initiating legal proceedings. In addition, failure to appear at the hearing set for an appeal shall constitute a waiver of the Proposer’s right to appeal.		
6.018	Protest of Award	The County reserves the right to extend any of the above timeframes as necessary. Said extensions shall be communicated to the protesting Proposer in writing via email.		

2020 Kings County CA RFP 2020-58 Inmate Communications Attachment 1 - Mandatory Requirements(19125.1).xlsx

SECTION C.1 - EVALUATION CRITERIA

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section N (Exceptions to RFP).

Considered Items	Weight Amount
Core Technologies: ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Other Additional Technology, Additional Technology	25%
Financial Transparency: Proposer Information, Validation, Available Options, End-User Payment Options, References	10%
Service: Disaster Recovery, Proposer Personnel, Customer Service, Maintenance	15%
Overall Compliance/Exceptions: RFP and Agreement Terms	5%
Cost Proposal: Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal	20%
Oral Presentations: County reserves the right to require Oral Presentations to verify or expand on Proposer's proposal. The top three (3) highest ranking Proposers will be invited with scheduling at the discretion of the County.	15%
Best and Final Offer: County reserves the right to request Proposer to clarify, supplement or update its proposal.	10%
TOTAL	100%

Proposer Response

SECTION D - GENERAL CONDITIONS

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

SUBSECTION 1 - PROJECT SCOPE

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Project Scope	County requires a turn-key inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid card, debit and free calls and visitation sessions. Proposer shall install and operate all inmate and visitation telephones, and related equipment. Proposer shall, without cost to County, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid card, debit and free calls and visitation sessions from the Facility. Additional details regarding County's mandatory ITS requirements can be found in Attachment 1, Section H (ITS Requirements) .		
1.002	Project Scope	County requires a turn-key video visitation solution (VVS) which shall include, without limitation, automated scheduling software, completion of onsite and remote video visitation sessions. Proposer shall install and operate all video visitation stations and related equipment. Proposer shall, without cost to County, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete onsite and remote video visitation sessions with inmates at the Facility. Additional details regarding County's mandatory VVS requirements can be found in Attachment 1, Section I (VVS Requirements) .		
1.003	Project Scope	County is seeking a correctional-grade mobile device/tablet solution (“Tablets”) at no cost the County. The Tablets shall, at a minimum, have the capability to access various applications including electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, grievances and commissary ordering. County reserves the right to add an ITS and/or VVS application to the Tablets. Additional details regarding County's mandatory Tablet requirements can be found in Attachment 1, Section J (Tablet Requirements) .		

SECTION D - GENERAL CONDITIONS

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

1.004	Project Scope	County is seeking electronic funding at no cost to County. The electronic funding shall, at a minimum, have the capability to remotely load funds to an inmate's debit and/or trust account via telephone, online, or mobile application. Additional details regarding County's mandatory electronic funding requirements can be found in Attachment 1, Section K (Other Required Technology) .		
1.005	Project Scope	County is seeking lobby and booking payment kiosks ("Kiosks") for their Facility at no cost to County. The Kiosks shall, at a minimum, have the capability to load funds to an inmate's debit and/or trust accounts. Additional details regarding County's mandatory Kiosk requirements can be found in Attachment 1, Section K (Other Required Technology) .		
1.006	Project Scope	County is seeking a debit release card solution at no cost to County and no/limited fees to the inmate. Additional details regarding County's mandatory ITS requirements can be found in Attachment 1, Section K (Other Required Technology) .		

SUBSECTION 2 -ITS REVENUE SHARE, PAYMENT AND REPORTING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Reporting and Payments	Gross Revenue generated by and through the proposed ITS consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Proposer that are in any way connected to the provision of ITS 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/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls); additional fees and/or charges added to the total cost of a call or added to the called party's bill; or any other compensation received by Proposer.		
2.002	Reporting and Payments	Proposer shall not reduce total Gross Revenue (as defined above) for any deductions associated with fees, adjusted durations, unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Proposer expense.		

SECTION D - GENERAL CONDITIONS

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

2.003	Reporting and Payments	Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facility must be approved by County prior to implementation.		
2.004	Reporting and Payments	County shall notify Proposer of any unapproved additional fees and/or charges associated with ITS of which County becomes aware are. The unapproved fees and/or charges are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .		
2.005	Reporting and Payments	Should County and Proposer mutually agree that the charges/fees are to be discontinued, Proposer 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.		
2.006	Reporting and Payments	Notwithstanding the foregoing, Gross Revenue does not include the following items:		
2.007	Reporting and Payments	Required regulatory charges and taxes that are intended to be paid by the called party or inmate and then remitted 100% by the billing party to the appropriate governmental agency.		
2.008	Reporting and Payments	A "Free" call shall be defined as a call not generating any revenue or compensation for Proposer. Calls to telephone numbers that appear on the free call list supplied by County or from inmate telephones approved by County to process free calls shall not generate revenue or compensation for Proposer and shall not be eligible for revenue share to County. Only those numbers designated by County on the free call list and inmate telephones approved by County to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Proposer receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and eligible for revenue share to County. Unauthorized free calls are subject to liquidated damages as specified in Attachment 2 -Agreement Terms .		
2.009	Reporting and Payments	Complimentary calls associated with Proposer's pre-paid collect program are not included in Gross Revenue and revenue share is not payable by Proposer.		

SECTION D - GENERAL CONDITIONS

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

2.010	Reporting and Payments	Pre-Paid Collect Funding Fees - Pre-paid collect funding fees are defined as fees imposed on called parties who set up or fund a pre-paid collect account with Proposer or a third party (i.e. Western Union) to accept calls. The pre-paid collect funding fee shall not be applied on a per-call basis. All pre-paid collect fees must be approved by County and are subject to liquidated damages as specified in Attachment 2 - Agreement Terms.		
2.011	Reporting and Payments	Collect Billing Fees - Collect billing fees shall be defined as fees charged to the called parties for processing a collect call on a LEC telephone bill or obtaining a hard copy bill of a direct bill account. The collect billing fee shall not be applied on a per-call basis. All collect billing fees must be approved by County and are subject to liquidated damages as specified in Attachment 2 - Agreement Terms.		
2.012	Reporting and Payments	A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail as acceptance). The call shall be deemed complete and eligible for revenue share regardless if Proposer can bill or collect revenue on the call.		
2.013	Reporting and Payments	Proposer agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates, including but not limited to any and all taxes as applicable for the ITS services such as collect, debit, pre-paid and any other calls.		

SECTION D - GENERAL CONDITIONS

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2.014	Reporting and Payments	Proposer may, upon request from County, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Proposer is solely responsible for obtaining a resale certificate from the commissary provider. Proposer is responsible for obtaining all proper documentation from the commissary provider. Proposer's agreement with the commissary provider must address the requirements set forth in this section.		
2.015	Reporting and Payments	Revenue share for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable as described in this Attachment 1, Section D (General Conditions) .		
2.016	Reporting and Payments	Payments and reports for ITS are due to County on or before the fifteenth (15th) day of the month following the traffic month.		
2.017	Reporting and Payments	Proposer shall provide monthly revenue share/cost recoupment payments and traffic detail reports to County via these methods:		
2.018	Reporting and Payments	County requests that all payments be sent via wire transfer; and		
2.019	Reporting and Payments	County requires that the traffic detail reports be sent electronically in Comma Separated Values (CSV) format.		
2.020	Reporting and Payments	Traffic detail reports shall include a detailed breakdown of all ITS activity, including but not limited to all collect, pre-paid and debit calls for each inmate telephone at the Facility:		
2.021	Reporting and Payments	Facility Name;		
2.022	Reporting and Payments	Facility Identification Number/Agency Identification Number;		
2.023	Reporting and Payments	Facility Address (Street, City, State and Zip);		
2.024	Reporting and Payments	Automatic Number Identifier;		
2.025	Reporting and Payments	Inmate Telephone Station Port/Identifier;		
2.026	Reporting and Payments	Inmate Telephone Location Name;		
2.027	Reporting and Payments	Local Calls, Minutes, Gross Revenue (Per Inmate Telephone);		
2.028	Reporting and Payments	Intralata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);		
2.029	Reporting and Payments	Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);		

SECTION D - GENERAL CONDITIONS

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2.030	Reporting and Payments	Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);		
2.031	Reporting and Payments	Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);		
2.032	Reporting and Payments	Domestic International Calls, Minutes Gross Revenue (Per Inmate Telephone);		
2.033	Reporting and Payments	International Calls, Minutes Gross Revenue (Per Inmate Telephone);		
2.034	Reporting and Payments	Revenue Share Rate (%);		
2.035	Reporting and Payments	Total Calls, Minutes, Gross Revenue and Revenue Share Amount (Per Inmate Telephone); and		
2.036	Reporting and Payments	Traffic Period and Dates.		
2.037	Reporting and Payments	Proposer shall include a sample Traffic Detail Report (showing all fields available, including those specified above and additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included shall be considered exceptions. The sample Traffic Detail Report shall be included in Proposer's proposal as outlined in Attachment 1, Section B.1 (Proposal Order) .		
2.038	Reporting and Payments	Proposer shall provide daily raw Call Detail Records (CDRs) the next business day following the day of traffic and monthly billing files to County no later than the fifteenth (15th) day of the month following the traffic month.		
2.039	Reporting and Payments	The daily raw CDRs shall contain all calls (both attempted and completed) which originate from the Facility for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields:		
2.040	Reporting and Payments	Facility Name;		
2.041	Reporting and Payments	Facility Identification Number;		
2.042	Reporting and Payments	Agency Identification Number;		
2.043	Reporting and Payments	From ANI;		
2.044	Reporting and Payments	To ANI;		
2.045	Reporting and Payments	Batch Number / ID;		
2.046	Reporting and Payments	From City;		
2.047	Reporting and Payments	From State;		

SECTION D - GENERAL CONDITIONS

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2.048	Reporting and Payments	To City;		
2.049	Reporting and Payments	To State;		
2.050	Reporting and Payments	Station Port/Identifier;		
2.051	Reporting and Payments	Phone Name or Location;		
2.052	Reporting and Payments	Inmate Name;		
2.053	Reporting and Payments	Inmate Identification Number;		
2.054	Reporting and Payments	Personal Identification Number;		
2.055	Reporting and Payments	Revenue Period;		
2.056	Reporting and Payments	Call Start (yymmdd; mmss);		
2.057	Reporting and Payments	Call End (yymmdd; mmss);		
2.058	Reporting and Payments	Seconds;		
2.059	Reporting and Payments	Call Type (e.g. local, etc.);		
2.060	Reporting and Payments	Bill Type (e.g. free, collect, etc.);		
2.061	Reporting and Payments	Call Cost;		
2.062	Reporting and Payments	Tax;		
2.063	Reporting and Payments	Validation Result;		
2.064	Reporting and Payments	Termination Reason;		
2.065	Reporting and Payments	LIDB Status/Code; and		
2.066	Reporting and Payments	Completion/Accept Indicator.		
2.067	Reporting and Payments	Proposer shall provide a sample CDR (showing all raw fields available, including those specified above and additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included shall be considered exceptions. The sample CDR file shall be included in Proposer's response as outlined in Attachment 1, Section B.1 (Proposal Order) .		
2.068	Reporting and Payments	Proposer shall provide a miscellaneous charges/fees report which shall include a breakdown of all charges and fees applied to (without limitation) ITS calls and shared inmate communication services funding accounts from the Facility covered under the RFP and subsequent Agreement, including but not limited to:		
2.069	Reporting and Payments	Facility Identification Number;		
2.070	Reporting and Payments	Date;		

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2.071	Reporting and Payments	Customer Identification Number;		
2.072	Reporting and Payments	To ANI;		
2.073	Reporting and Payments	Billed Account;		
2.074	Reporting and Payments	Transaction Type;		
2.075	Reporting and Payments	Bill Type		
2.076	Reporting and Payments	Fee Type;		
2.077	Reporting and Payments	Instance Type; and		
2.078	Reporting and Payments	Fee Amount.		
2.079	Reporting and Payments	Proposer shall provide a sample miscellaneous charges/fees report (showing all raw fields available, including those specified above and additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included shall be considered exceptions. The sample file shall be included in Proposer's response as outlined in Attachment 1, Section B.1 (Proposal Order) .		
2.080	Reporting and Payments	Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .		

SUBSECTION 3 - VVS REVENUE SHARE, PAYMENT AND REPORTING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	VVS Reporting and Payments	VVS Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Proposer and in any way connected to the provision of video visitation service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total cost to visitors or inmates for the completion/scheduling of all remote video visitation sessions, or any other compensation received by Proposer for the completion of all remote video visitation sessions.		
3.002	VVS Reporting and Payments	Notwithstanding the foregoing, Gross Revenue does not include the following items:		

SECTION D - GENERAL CONDITIONS

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3.003	VVS Reporting and Payments	A "Free" video visitation session defined as a video visitation session not generating any revenue or compensation for Proposer. Approved video visitation sessions included on the free video visitation list shall not generate any revenue or compensation for Proposer and shall not be eligible for revenue share to County. Only those visitors or inmates designated by County to process free video visitation sessions shall be marked as "Free" in the VVS and designated as such in the VVS detail records. In the event Proposer collects any revenue or compensation, notwithstanding the source, from any third party related to a completed/scheduled video visitation session, such amounts shall be included in Gross Revenue and eligible for revenue share to County.		
3.004	VVS Reporting and Payments	Required regulatory charges and taxes that are intended to be paid by the visitor or inmate and then remitted 100% by the billing party to the appropriate governmental agency.		
3.005	VVS Reporting and Payments	If Proposer receives revenue or compensation, notwithstanding the source, from any third party related to a completed video visitation session between an inmate and a visitor, such revenue shall be included in Gross Revenue and revenue share shall be payable to County.		
3.006	VVS Reporting and Payments	Any additional fees to be charged to inmates or visitors for video visitation sessions from the Facility must be approved by County prior to implementation. County and Proposer shall mutually agree on the method of revenue share due to County associated with the additional charges/fees.		
3.007	VVS Reporting and Payments	County shall notify Proposer of any unapproved fees and/or charges associated with the VVS of which County becomes aware. Unapproved fees and/or charges are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .		
3.008	VVS Reporting and Payments	Should County and Proposer mutually agree that the charges/fees are to be discontinued, Proposer shall refund each visitor or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.		

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3.009	VVS Reporting and Payments	A video visitation session is deemed complete and considered part of Gross Revenue (as described above), when the video visitation session is scheduled and a connection is made by both parties.		
3.010	VVS Reporting and Payments	Payments and reports for video visitation sessions are due to County on or before the fifteenth (15th) day of the month following the activity/session month.		
3.011	VVS Reporting and Payments	Proposer shall provide monthly video visitation detail records, in CSV format, which shall include a detailed breakdown of activity for all video visitation sessions, including but not limited to:		
3.012	VVS Reporting and Payments	Facility Name;		
3.013	VVS Reporting and Payments	Facility Identification Number/Site Identification Number;		
3.014	VVS Reporting and Payments	VVS Station Identifier;		
3.015	VVS Reporting and Payments	VVS Station Location Name;		
3.016	VVS Reporting and Payments	Onsite Video Visitation Sessions, Minutes (Per VVS Station);		
3.017	VVS Reporting and Payments	Free Video Visitation Sessions, Minutes (Per VVS Station);		
3.018	VVS Reporting and Payments	Facility to Facility Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station);		
3.019	VVS Reporting and Payments	Remote Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station);		
3.020	VVS Reporting and Payments	Revenue Share (Per VVS Station);		
3.021	VVS Reporting and Payments	Total Video Visitation Sessions, Minutes Gross Revenue; and		
3.022	VVS Reporting and Payments	Traffic Period and Dates.		

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3.023	VVS Reporting and Payments	Proposer shall provide a sample video visitation detail record report (showing all raw fields available, including those specified above and any additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included shall be considered exceptions. The sample video visitation record report shall be included in Proposer's response as outlined in Attachment 1, Section B.1 (Proposal Order) .		
3.024	VVS Reporting and Payments	Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .		

SUBSECTION 4 - TABLET REVENUE SHARE, PAYMENT AND REPORTING

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

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4.004	Tablet Reporting and Payments	A "Free" transaction or application defined as a transaction or application not generating any revenue or compensation for Proposer. Approved Tablet transactions or applications shall not generate any revenue or compensation for Proposer and shall not be eligible for revenue share to County. Only those transactions or applications designated by County as "free" shall be marked as "Free" in the Tablet solution and designated as such in the Tablet detail records. In the event Proposer collects any revenue or compensation, notwithstanding the source, from any third party related to Tablet transactions or applications, such amounts shall be included in Gross Revenue and eligible for revenue share to County.		
4.005	Tablet Reporting and Payments	Required regulatory charges and taxes that are intended to be paid by the end-user or inmate and then remitted 100% by the billing party to the appropriate governmental agency.		
4.006	Tablet Reporting and Payments	If Proposer receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Revenue and Proposer shall pay a revenue share to County.		
4.007	Tablet Reporting and Payments	Any additional fees to be charged to end-users or inmates for the use of Tablets or Tablet applications at the Facility must be approved by County prior to implementation. County and Proposer shall mutually agree on the method for revenue share due County associated with the additional charges/fees.		
4.008	Tablet Reporting and Payments	County shall notify Proposer of any unapproved additional fees and/or charges associated with the use of Tablets of which County becomes aware. The unapproved fees and/or charges are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .		
4.009	Tablet Reporting and Payments	Should County and Proposer mutually agree that the charges/fees are to be discontinued, Proposer shall refund each end-user or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.		

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

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4.023	Tablet Reporting and Payments	Traffic Period and Dates.		
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SUBSECTION 5 - ELECTRONIC FUNDING AND KIOSK REPORTING AND PAYMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	Electronic Funding and Kiosk Reporting and Payments	Every Tuesday, Proposer shall provide to County a detailed weekly ACH reconciliation report that includes all credit and debit card and cash transactions deposited into County's bank account for the preceding week (Monday-Sunday) for both the booking and lobby Kiosks.		
5.002	Electronic Funding and Kiosk Reporting and Payments	Payments and monthly transaction reports for electronic funding Kiosk transactions are due to County on or before the fifteenth (15th) day of the month following the activity/session month.		
5.003	Electronic Funding and Kiosk Reporting and Payments	Proposer shall provide monthly electronic funding and Kiosk detail reports/records, CSV format, which shall include a detailed breakdown of the activity for all transactions for each Kiosk. Kiosk detail records shall include, at a minimum, each of the following items for each Kiosk:		
5.004	Electronic Funding and Kiosk Reporting and	Facility Name;		
5.005	Electronic Funding and Kiosk Reporting and	Facility Identification Number/Site Identification Number;		
5.006	Electronic Funding and Kiosk Reporting and	Facility Address, Street, City, State, and Zip;		
5.007	Electronic Funding and Kiosk Reporting and	Kiosk Identifier (where applicable);		
5.008	Electronic Funding and Kiosk Reporting and	Transaction Type (cash, credit, etc.);		
5.009	Electronic Funding and Kiosk Reporting and	Number to Transactions for Each Transaction Type (Per Kiosk);		
5.010	Electronic Funding and Kiosk Reporting and	Inmate name;		

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5.011	Electronic Funding and Kiosk Reporting and	Inmate Identification Number;		
5.012	Electronic Funding and Kiosk Reporting and	End User name;		
5.013	Electronic Funding and Kiosk Reporting and	End User address (if captured);		
5.014	Electronic Funding and Kiosk Reporting and	End User email (if captured);		
5.015	Electronic Funding and Kiosk Reporting and	Revenue Share Rate (if applicable);		
5.016	Electronic Funding and Kiosk Reporting and	Total Revenue Share (if applicable);		
5.017	Electronic Funding and Kiosk Reporting and	Total Transactions, Deposit amounts, and Revenue Share (if applicable); and		
5.018	Electronic Funding and Kiosk Reporting and	Traffic Period and Dates.		
5.019	Electronic Funding and Kiosk Reporting and Payments	Proposer shall provide a sample electronic funding and Kiosk detail record report (showing all raw fields available, including those specified above and any additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included shall be considered exceptions. The sample electronic funding and Kiosk detail record report shall be included in Proposer's response as outlined in Attachment 1, Section B.1 (Proposal Order) .		
5.020	Electronic Funding and Kiosk Reporting and Payments	Revenue share payments, detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .		

SUBSECTION 6 - RATE REQUIREMENTS

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

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

6.001	Rate Requirements	Proposer must agree to provide the required calling rates, video visitation rates, Tablet rates and all related fees specified in found in Attachment 1, Section M (Rates, Fees and Revenue Share) and must be in compliance with California state laws and applicable regulations.		
6.002	Rate Requirements	Before any new rate increases or decreases are implemented for any of the inmate communication services required in this RFP, Proposer must submit a written request to receive approval from County. County will respond in writing to Proposer’s request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .		
6.003	Rate Requirements	In the event Proposer increases the usage rates for any of the inmate communication services required in this RFP without the prior written approved of County, Proposer must issue refunds to all overcharged end-users, visitors or inmates within five (5) business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue share for unapproved rate increases.		
6.004	Rate Requirements	Proposer will implement any rate adjustments for any and all inmate communication services requested by County within ten (10) calendar days of said request, subject to regulatory approval, as applicable.		
6.005	Rate Requirements	Proposer shall be capable of accommodating multiple rate structures to accommodate the types of inmates housed at the Facility. Proposer shall be capable of assigning rates at the inmate, group of inmate telephones, visitation stations or Tablets and Facility levels.		
6.006	Rate Requirements	Proposer's ITS shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International which shall mirror Interstate rates. Calls to all other countries shall be rated as International. The calling rates for Interstate/Domestic International and International are specified in Attachment 1, Section M (Rates, Fees and Revenue Share) .		

SECTION D - GENERAL CONDITIONS

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

6.007	Rate Requirements	Proposer shall calculate the raw duration of each inmate telephone call, video visitation session and Tablet usage (if applicable) in seconds based on the time the call is accepted, video visitation session is completed or Tablet usage begins and the time the call, session or usage is terminated by the ITS, VVS or Tablets respectively. For calls, video visitation sessions or Tablet usage where the duration is at least ten (10) seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the rates are applied.		
6.008	Rate Requirements	During the rating process, Proposer shall round the raw calculated amount to the nearest hundredth decimal place (up or down) using normal accounting practices.		

SECTION E - USER BILLING & PAYMENTS

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

SUBSECTION 1 - PRE-PAID & DEBIT APPLICATIONS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Pre-Paid / Debit Application	The pre-paid and/or debit application shall allow for pre-payment for a specific end-user, visitor, telephone number or an inmate.		
1.002	Pre-Paid / Debit Application	County requires that Proposer issue refunds to end-users of any inmate communication services for any pre-paid funds remaining in any pre-paid account upon the end-user’s request whether the account is active or inactive. Should an account be deactivated by Proposer and the end-user requests to reactivate the account and utilize inmate communication services from inmates at the Facility, the funds shall be made available to the end-user by Proposer. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account.		
1.003	Pre-Paid / Debit Application	Should Proposer adjust the rates in order to complete a call, Proposer may incur liquidated damages as specified in Attachment 2 - Agreement Terms . County shall notify Proposer of any approved adjustments in the rates of which County becomes aware.		
1.004	Pre-Paid / Debit Application	Proposer 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.		
1.005	Pre-Paid / Debit Application	The pre-paid and/or debit application shall be internal to Proposer’s ITS, VVS or Tablet.		
1.006	Pre-Paid / Debit Application	Proposer shall provide the inmate with the balance of the pre-paid or debit account at the time of the call or Tablet application.		
1.007	Pre-Paid / Debit Application	The ITS and VVS shall provide the called party with the balance of their pre-paid collect account at the time of the call or scheduling of a video visitation session, as applicable.		
1.008	Pre-Paid / Debit Application	The pre-paid and/or debit application shall allow international calls.		
1.009	Pre-Paid / Debit Application	Proposer shall be capable of configuring pre-paid cards for use outside of the Facility.		
1.010	Pre-Paid / Debit Application	Proposer shall supply, at County's request, signage, brochures, flyers regarding the ITS, VVS and Tablets and/or Proposer's pre-paid and debit programs at no cost to County.		

SECTION E - USER BILLING & PAYMENTS

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

SUBSECTION 2 - PAYMENTS FOR VIDEO VISITATION SYSTEM SESSIONS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Payments for VVS Sessions	Proposer shall refund all visitation fees if the video visitation session is dropped due to Proposer related issues.		
2.002	Payments for VVS Sessions	Proposer shall provide an option for an itemized receipt for all transactions, charges and fees for all video visitation sessions.		

SUBSECTION 3 - TABLET CHARGES

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	Tablet Charges	To complete the reporting and revenue share process outlined in Attachment 1, Section D (General Conditions) , Proposer shall, by the fifteenth (15th) day of the month following the traffic month, submit an inmate transaction fee invoice to County for payment by County. The invoice shall contain all transaction fees for Tablet applications and usage collected by County from the inmates for Tablet applications and usage associated with Proposer's Tablet solution at the Facility for the previous calendar month. In no case shall County be independently responsible for payment of transaction fees not collected previously from inmates.		

SUBSECTION 4 - PROPOSER RETENTION OF END-USER ACCOUNT INFORMATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	Proposer Retention of End-User Account Information	For the purpose of aiding in investigations the Proposer must retain ITS, VVS, Tablet and other required technology account information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of two (2) years after the expiration/termination of the Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.		
4.002	Proposer Retention of End-User Account Information	The County shall have access to such account information upon request, to the extent permissible by law.		

SECTION F - CUSTOMER SERVICE

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

SUBSECTION 1 - MAINTENANCE

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Maintenance	Proposer shall respond to ITS, VVS, Tablet and other required technology repair requests from County by arriving at the site promptly after reasonable notice has been given on a twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year basis.		
1.002	Maintenance	Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within four (4) hours following notification of a service request or system failure.		
1.003	Maintenance	Proposer must exhibit to County a best effort approach to the completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem.		
1.004	Maintenance	County shall be notified of progress and/or delays in progress until the problems are resolved.		
1.005	Maintenance	Proposer shall notify County any time a technician will be dispatched to the Facility and prior to the technician’s arrival.		
1.006	Maintenance	Proposer shall be responsible for resolving any reported repairs or replacements within ten (10) days following the date of notification of a service request or inmate communication service failure (“Cure Period”). Should Proposer fail to resolve the reported repair or replacement within the specified Cure Period, Proposer may be liable for liquidated damages as specified in Attachment 2 - Agreement Terms . Additionally, County may cancel the Agreement with Proposer if Proposer has not cured a service problem within the Cure Period.		
1.007	Maintenance	Each party shall report to the other party any misuse, destruction, damage, or vandalism. Proposer will assume liability for any and all such damages.		
1.008	Maintenance	All operation, maintenance and repair issues regarding the ITS, VVS, Tablet and other required technology services shall be reported by Proposer to County promptly.		
1.009	Maintenance	Proposer shall be responsible for all maintaining and properly securing all tools and keys associated with the ITS, VVS, Tablet and other required technology.		

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REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.010	Maintenance	Proposer shall provide County with ITS, VVS, Tablet and other required technology software upgrades as they become available. All upgrades must be provided to County at no additional cost.		

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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SUBSECTION 1 - STANDARDS

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

SUBSECTION 2 - IMPLEMENTATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Implementation	In its response to this RFP, Proposer shall submit an implementation plan for all services including ITS, VVS, Tablets and other required technologies (booking kiosk, lobby kiosk and cell phone detection equipment). The implementation plans shall include an installation schedule for the Facility for each required technology.		
2.002	Implementation	Initial installations for the ITS must be completed within sixty (60) days of the execution of the Agreement between County and the selected Proposer. Implementation plan(s) will become a part of the Agreement and must be followed.		
2.003	Implementation	Initial installations for the Tablets and VVS must be completed within ninety (90) days respectively of the execution of the Agreement between County and the selected Proposer. Implementation plan(s) will become a part of the Agreement and must be followed.		
2.004	Implementation	Initial installations for the booking and lobby kiosks must be completed within sixty (60) days of the execution of the Agreement between County and the selected Proposer. Implementation plan(s) will become a part of the Agreement and must be followed.		
2.005	Implementation	Proposer shall provide the required cell phone detection devices within thirty (30) days of the execution of the Agreement between County and the selected Proposer.		

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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SUBSECTION 3 - INTEGRATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	Integration Requirements	All inmate communication systems provided by Proposer shall be capable of interfacing with current and future commissary and JMS providers for the provision of the required services. The JMS and commissary contact information is provided in Attachment 1, Section L (Facility Specifications) .		
3.002	Integration Requirements	It is the Proposer's responsibility to contact the providers, establish a working business relationship and identify the requirements necessary to interface with the JMS and commissary to ensure Proposer must be able to meet the integration requirements listed below with the initial implementation.		
3.003	Integration Requirements	Proposer shall establish an interface with County's current and any future JMS to allow inmate PINs to be automatically transferred to the ITS. If so required by the County, Proposer shall have the capability to configure inmates to use the same PIN on all inmate communication services including but not limited to the VVS, Tablets, and other required technologies.		
3.004	Integration Requirements	Proposer shall establish an interface with County's current and future commissary and/or JMS provider to allow end users to deposit funds, both remotely and via on-site kiosk, onto an inmate's trust account. The interface shall be near/real time as directed by County.		
3.005	Integration Requirements	Proposer shall establish an interface with County's current and future commissary and/or JMS provider to allow inmates to transfer funds from their trust account for debit, remote video visitation sessions and Tablet services (inclusive of electronic messaging). The interface shall allow funds to be returned to the inmate's trust account at the time of inmate's release. The interface shall be near/real time as directed by County.		
3.006	Integration Requirements	County shall not be responsible for paying any amount associated with the required interfaces with current or future JMS or Commissary system providers.		

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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SUBSECTION 4 - TRANSITION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	Transition Requirements	Upon expiration, termination, or cancellation of the Agreement, Proposer shall accept the direction of County to ensure all inmate communication services are smoothly transitioned. At a minimum, the following shall apply:		
4.002	Transition Requirements	After expiration, cancellation or termination of the Agreement, Proposer shall provide remote access to all CDRs, call and visitation recordings, video recordings, kiosk/trust funding transactions, education credits, documentation, reports, and data contained in the inmate communication systems. Remote access shall be provided for a minimum of two (2) years after the expiration, termination or cancellation of the Agreement. In the event Proposer is unable to provide remote access, Proposer shall supply two (2) new workstations which shall become property of County to meet this requirement. The provision of remote access or workstations shall be at no cost to County.		
4.003	Transition Requirements	Proposer shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by County. Proposer 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 ninety (90) calendar days after the expiration, termination or cancellation date of the Agreement. Revenue share/cost recoupment payments will be due and payable by Proposer to County at the percentage provided in the Agreement until inmate communication services are no longer handled by Proposer.		
4.004	Transition Requirements	Proposer agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cablings associated with all inmate communication services.		

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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SUBSECTION 5 - GENERAL INSTALLATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	General Installation Requirements	Proposer shall be responsible for all costs associated with the installation of the inmate communication services including but not limited to ITS, VVS, Tablets, and other required technology which shall include but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer’s specifications.		
5.002	General Installation Requirements	Proposer shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, Tablets and other required technology detailed in Attachment 1 - Section L (Facility Specifications) .		
5.003	General Installation Requirements	Proposer may propose a different number of inmate telephones, video visitation stations, Tablets, and other required technology. County reserves the right to reject Proposer's alternate proposal and require Proposer to install the numbers of inmate telephones, video visitation stations, Tablets, and other required technology specified in Attachment 1 - Section L (Facility Specifications) .		
5.004	General Installation Requirements	Proposer shall install a separate, dedicated network to accommodate all inmate communication services. Proposer’s inmate communication services shall not be configured to reside on or use the County’s network.		
5.005	General Installation Requirements	Proposer shall install/mount all inmate communication services equipment in accordance with the County’s requirements.		
5.006	General Installation Requirements	Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminals within the Facility is at the risk of Proposer. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Proposer becomes the County’s property upon termination and/or expiration of the Agreement.		

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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5.007	General Installation Requirements	Proposer 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 wiring standards for commercial buildings and must be approved by the Facility maintenance personnel.		
5.008	General Installation Requirements	Proposer shall be responsible for installing all new wiring, cabling and network circuits at no cost to the County to support the provision of the outlined inmate communication services at no cost to the County.		
5.009	General Installation Requirements	Proposer agrees to obtain the County’s written approval before making any physical changes to the Facility, such as drilling into walls, floors, ceilings or any other portion of the Facility. This includes existing, newly constructed and/or expanded Facility.		
5.010	General Installation Requirements	Proposer shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment to protect all lines, circuits and equipment used for the inmate communication services.		
5.011	General Installation Requirements	Proposer shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the inmate communication services to ensure there is no loss of call, video or transaction processing and data storage in the event of a power failure.		
5.012	General Installation Requirements	A separate power supply shall not be required for the individual inmate communication services components (e.g. phones, VVS terminals, wifi hotspots, kiosks). A primary power source will be made available by County for the inmate communication services.		
5.013	General Installation Requirements	Installation of all cabling, telephones, video visitation stations, Tablets, and related equipment shall be accomplished during normal business hours at the Facility or as otherwise specified by the Facility.		
5.014	General Installation Requirements	Proposer shall install, repair, and maintain all Proposer-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Facility. All Proposer-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of the Proposer.		

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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5.015	General Installation Requirements	Proposer shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the County, no equipment, inventory or spare parts shall be stored by Proposer at the Facility.		
5.016	General Installation Requirements	Proposer shall correct any damage to the County's property caused by maintenance or installation associated with the inmate communication services, including repairs to walls and ceilings.		
5.017	General Installation Requirements	Proposer shall provide written documentation indicating that all circuits and network have been tested and all cables, pairs, fiber strands, blocks are legibly marked after the completion of each installation associated with the inmate communication services.		
5.018	General Installation Requirements	For the initial installation, Proposer will work with County and the incumbent inmate communication services provider to ensure an orderly transition of services, responsibilities and continuity of the services required by County.		
5.019	General Installation Requirements	Proposer will work with the incumbent inmate communication services provider to transfer inmate data, such as attorney phone numbers and all numbers flagged as privileged, private or do not record, from the incumbent's ITS to the Proposer's ITS. If as a result, the data is improperly transferred or configured by the Proposer and an attorney call/visitation session is recorded, Proposer may be liable for liquidated damages as specified in Attachment 2 - Agreement Terms .		

SUBSECTION 6 - SECURITY

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
6.001	Security	All Proposer employees shall obtain, at Proposer's cost, the appropriate personnel background security clearance prior to arrival at the Facility.		
6.002	Security	All Proposer employees will comply with County's policies and procedures.		
6.003	Security	Entry to the Facility is subject to the approval of Facility Administration.		

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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SUBSECTION 7 - TRAINING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
7.001	Training	Proposer shall provide onsite training for each inmate communication service and additional required technologies to the County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the County. Training manuals shall be provided to the County's staff at all training meetings and will become the property of the County. At County's request, Proposer shall provide a downloadable version of all user manuals and training materials.		
7.002	Training	When requested by the County, informational pamphlets shall be available to inmates and end-users and shall describe the applicable features and functionalities of each inmate communication service.		
7.003	Training	Proposer will also provide full documentation for all inmate communication services features and documentation for any and all added technology features that result from this RFP and Agreement.		

SUBSECTION 8- UPGRADES AND PERFORMANCE PROCESS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
8.001	Upgrades and Performance Process	Proposer shall provide the County with written notice, including detailed information, of any new service software upgrades or additional features to be added to either system, within thirty (30) days of the introduction of the new software or features into the industry.		
8.002	Upgrades and Performance Process	Proposer shall provide the County with inmate communication services software upgrades as they become available. All upgrades must be within one (1) release of the newest operating system and provided to County at no additional cost.		
8.003	Upgrades and Performance Process	Proposer shall adhere to the following performance process when upgrading the ITS, VVS and Tablet software, equipment, or performing any changes to either system at the Facility. Any deviation from this process may result in liquidated damages incurred by Proposer as described in Attachment 2 - Agreement Terms .		

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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

8.004	Upgrades and Performance Process	Proposer shall perform extensive testing on all system changes or upgrades to any of the inmate communication services, prior to introducing them to the County. At a minimum, this shall include the following:		
8.005	Upgrades and Performance Process	Circuit/network testing;		
8.006	Upgrades and Performance Process	Configuration / setting preservation testing;		
8.007	Upgrades and Performance Process	ITS: call processing, debit/pre-paid availability, international calling and incoming/outgoing voicemail if applicable;		
8.008	Upgrades and Performance Process	VVS: video visitation session quality and scheduling application;		
8.009	Upgrades and Performance Process	Tablets: access to all transactions, applications and applicable purchase processes;		
8.009	Upgrades and Performance Process	Kiosks: access to all transactions, reporting, and transaction/interfaces testing; and		
8.010	Upgrades and Performance Process	Access to all inmate communication service user applications.		
8.011	Upgrades and Performance Process	Proposer shall provide the County with written details regarding any change to voice prompts, dialing or video visitation procedures or processes impacting inmates and end-users/visitors.		
8.012	Upgrades and Performance Process	Proposer shall receive written permission from the County, before scheduling or proceeding with any functionality changes to the inmate communication services at the Facility, especially if the changes will cause an interruption in service.		
8.013	Upgrades and Performance Process	County, at its option, shall have a minimum of two (2) weeks to notify inmates at the Facility of any inmate communication services changes that affect the inmates or end-users/visitors.		
8.014	Upgrades and Performance Process	Proposer shall work with the Facility to schedule all changes and/or upgrades during a time when the inmate communication services are not being used regularly by the inmates. Proposer shall coordinate a convenient time and day with the County to implement the changes or upgrades to avoid an interruption in service.		

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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8.015	Upgrades and Performance Process	At the request of County, Proposer shall coordinate the presence of a technician at the Facility on the day of implementation to place test calls, video visitation session and Tablet transactions and ensure all inmate communication services are functioning properly.		
8.016	Upgrades and Performance Process	All said changes shall be made by Proposer at no cost to the County.		

SECTION H - ITS REQUIREMENTS

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SUBSECTION 1 - ITS SPECIFIC INSTALLATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	ITS Installation Requirements	All telephone equipment provided shall be fully operational at the time of the initial installation.		
1.002	ITS Installation Requirements	The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in Attachment 1- Section L (Facility Specifications) .		
1.003	ITS Installation Requirements	Proposer shall install all new telephone equipment even if the selected Proposer is the incumbent inmate telephone service provider.		
1.004	ITS Installation Requirements	The telephones must not contain any exterior removable parts.		
1.005	ITS Installation Requirements	All telephone sets shall include volume control.		
1.006	ITS Installation Requirements	Proposer shall place placards containing dialing instructions in English, Spanish and Braille on each telephone. Placards shall be replaced each time an inmate telephone set is replaced.		
1.007	ITS Installation Requirements	At no cost to the County, Proposer shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within thirty (30) days of request. This includes newly constructed or expanded buildings and Facility.		
1.008	ITS Installation Requirements	If the installation of the additional telephones (inmate and visitation) is not completed within thirty (30) days, Proposer may incur liquidated damages as described in Attachment 2 - Agreement Terms .		
1.009	ITS Installation Requirements	County requires the ITS be fully installed and configured over fiber connectivity and shall not require the use of copper.		

SECTION H - ITS REQUIREMENTS

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SUBSECTION 2 - ITS AND USER APPLICATION SPECIFICATIONS

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

SECTION H - ITS REQUIREMENTS

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2.009	ITS and User Application Specifications	With each call, the ITS must provide an automated message to advise the called party that:		
2.010	ITS and User Application Specifications	That the call is coming from a correctional facility.		
2.011	ITS and User Application Specifications	The call is coming from a specific inmate.		
2.012	ITS and User Application Specifications	The call may be monitored and recorded.		
2.013	ITS and User Application Specifications	With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, pre-paid, free. This recording must be free of any charges.		
2.014	ITS and User Application Specifications	The ITS shall be able to accommodate any of the following options for recording and playback of an inmate’s name to the called party:		
2.015	ITS and User Application Specifications	The inmate may record a name each time a call is placed. County requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS;		
2.016	ITS and User Application Specifications	The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. County requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS; or		
2.017	ITS and User Application Specifications	No name is recorded. If County selects this option, the announcement to the called party should not include silence or an interruption where the name recording would normally be included.		
2.018	ITS and User Application Specifications	For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. County reserves the right to request Proposer to modify/revise the recordings at any time during the Agreement at no cost to County and within thirty (30) days of the request.		

SECTION H - ITS REQUIREMENTS

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2.019	ITS and User Application Specifications	ITS shall allow inmates to make unlimited free local or in-state long distance telephone calls from the intake/booking inmate telephones at Facility while in the booking/intake area. Once the inmate is moved to a housing unit the ITS shall process all subsequent calls from the inmate as collect, pre-paid or debit unless the telephone number is configured as free in the ITS.		
2.020	ITS and User Application Specifications	Following the dialing sequence, Proposer shall indicate whether the ITS can be configured to either:		
2.021	ITS and User Application Specifications	Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up); or		
2.022	ITS and User Application Specifications	Place the inmate on-hold and not permit the inmate to hear the call progress.		
2.023	ITS and User Application Specifications	In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.		
2.024	ITS and User Application Specifications	The ITS user application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries. Proposer shall indicate any of the search criteria which are not currently available:		
2.025	ITS and User Application Specifications	Inmate Name (First, Last);		
2.026	ITS and User Application Specifications	Inmate Personal Identification Number;		
2.027	ITS and User Application Specifications	Record Identifier;		
2.028	ITS and User Application Specifications	Date Range (Start Date/Time and End Date/Tim);		
2.029	ITS and User Application Specifications	Facility;		
2.030	ITS and User Application Specifications	Called Number;		
2.031	ITS and User Application Specifications	Originating Number;		

SECTION H - ITS REQUIREMENTS

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2.032	ITS and User Application Specifications	Station Name;		
2.033	ITS and User Application Specifications	Call Type;		
2.034	ITS and User Application Specifications	Bill Type;		
2.035	ITS and User Application Specifications	Duration;		
2.036	ITS and User Application Specifications	Call Amount;		
2.037	ITS and User Application Specifications	Flagged Calls;		
2.038	ITS and User Application Specifications	Monitored Calls;		
2.039	ITS and User Application Specifications	Recording Type;		
2.040	ITS and User Application Specifications	Completion Type;		
2.041	ITS and User Application Specifications	Termination Type;		
2.042	ITS and User Application Specifications	Validation Result;		
2.043	ITS and User Application Specifications	Phone Group(s); and		
2.044	ITS and User Application Specifications	Custom Search.		
2.045	ITS and User Application Specifications	The ITS user application shall allow CDR query results to be exported in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater). Proposer shall indicate which reports are not currently available. Proposer shall include screen shots of the application to demonstrate this feature. Screen shots shall be included in the Proposer's response as outlined in Attachment 1, Section B.1 (Proposal Order) .		

SECTION H - ITS REQUIREMENTS

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

2.046	ITS and User Application Specifications	At a minimum, the ITS user application shall be equipped to generate the following standard reports in addition to the CDRs:		
2.047	ITS and User Application Specifications	Call Statistics by Date Range;		
2.048	ITS and User Application Specifications	Frequently Called Numbers;		
2.049	ITS and User Application Specifications	Frequently Used Personal Identification Numbers;		
2.050	ITS and User Application Specifications	Commonly Called Number;		
2.051	ITS and User Application Specifications	Call Detail Report;		
2.052	ITS and User Application Specifications	Gross Revenue Report by Date Range;		
2.053	ITS and User Application Specifications	Facility Totals and Statistics;		
2.054	ITS and User Application Specifications	Called Party/Number Accepting Report;		
2.055	ITS and User Application Specifications	Fraud/Velocity Report;		
2.056	ITS and User Application Specifications	Total Calls;		
2.057	ITS and User Application Specifications	Personal Allowable Numbers (PAN) Report;		
2.058	ITS and User Application Specifications	Debit Usage Report;		
2.059	ITS and User Application Specifications	Debit Balance and Funding Report;		
2.060	ITS and User Application Specifications	Pre-Paid Card Balance Report;		
2.061	ITS and User Application Specifications	Bill and Call Type Distribution;		
2.062	ITS and User Application Specifications	Phone Usage;		

SECTION H - ITS REQUIREMENTS

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2.063	ITS and User Application Specifications	Reverse Look-Up; and		
2.064	ITS and User Application Specifications	User Audit Trail.		
2.065	ITS and User Application Specifications	The ITS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater). Proposer shall include screen shots of the application to demonstrate the export feature. Screen shots shall be included in the Proposer's response as outlined in Attachment 1, Section B.1 (Proposal Order) .		
2.066	ITS and User Application Specifications	Proposer shall provide the County with the capability to search, query and export end-user pre-paid account information for investigative purposes. County shall be capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, inmates from which calls are accepted, the number of completed calls with an associated date and time, any pre-paid funding fees and other applied charges and taxes.		
2.067	ITS and User Application Specifications	The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Proposer.		
2.068	ITS and User Application Specifications	Proposer’s ITS user application shall at a minimum allow:		
2.069	ITS and User Application Specifications	Report generation to include the reports listed above;		
2.070	ITS and User Application Specifications	The creation, modification and deactivation of user accounts;		
2.071	ITS and User Application Specifications	The creation, modification and deactivation of inmate accounts;		
2.072	ITS and User Application Specifications	The creation and modification of telephone numbers in the ITS including entry of free and privileged telephone numbers without the assistance of Proposer;		
2.073	ITS and User Application Specifications	Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;		
2.074	ITS and User Application Specifications	Locating and accessing a specific recording by utilizing a unique recording/call identifier;		

SECTION H - ITS REQUIREMENTS

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2.075	ITS and User Application Specifications	Block/unblock telephone numbers without the assistance of Proposer;		
2.076	ITS and User Application Specifications	Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone;		
2.077	ITS and User Application Specifications	Program a specific speed dial code to selected telephone numbers as determined by County and at no cost to County and without the assistance of Proposer; and		
2.078	ITS and User Application Specifications	Query the CDRs for inmate activities and calling patterns, including the provision of reverse look-up at no cost to County. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect and pre-paid calls.		
2.079	ITS and User Application Specifications	The ITS shall have the capability to allow County to create, view and track service tickets associated with the ITS or Facility.		
2.080	ITS and User Application Specifications	Proposer shall ensure continuous diagnostics and supervision for call processing and call recording. Proposer shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line.		
2.081	ITS and User Application Specifications	The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS) and meet these requirements:		
2.082	ITS and User Application Specifications	Proposer shall provide the number of TDD telephones and ports and VRS units specified in Attachment 1, Section L (Facility Specifications) ; and		
2.083	ITS and User Application Specifications	TDD telephones shall be able to work with the ITS at the Facility.		
2.084	ITS and User Application Specifications	The ITS must offer the called party an option to receive a rate quote during the call acceptance process.		
2.085	ITS and User Application Specifications	The ITS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by County, shall be provided at no cost to County. Proposer shall accept County’s direction for how pro bono calling services are configured via the ITS.		

SECTION H - ITS REQUIREMENTS

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2.086	ITS and User Application Specifications	Proposer shall be able to establish an informant line at no cost to County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by County. Proposer shall accept County’s direction for how the informant line is configured through the ITS.		
2.087	ITS and User Application Specifications	Proposer shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. Proposer shall accept County’s direction for how the informant line is configured through the ITS. At a minimum, Proposer shall:		
2.088	ITS and User Application Specifications	Route free calls via the ITS to a destination provided and designated by County which may be the same as that used for the County informant line.		
2.089	ITS and User Application Specifications	At no cost to County, provide a telephone line to County dedicated for PREA calls to which the calls will be routed as free.		
2.090	ITS and User Application Specifications	Proposer shall have the capability to allow County to maintain the same telephone number currently in place at all Facility and/or utilize any telephone number specified by the County.		

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2.091	ITS and User Application Specifications	In the event of a natural disaster or similar event (i.e. COVID-19), as deemed necessary by County, County may require Proposer to provide two (2) free calls per week. The calls shall be free to the inmate, end-user and County and shall be for a period determined by County. In the event County requests free calls, the parties shall evaluate the impact to the Gross Revenue, if any. All requests for written transactions shall be documented in writing and approved by County.		
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SUBSECTION 3 - ITS SECURITY FEATURES

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	ITS Security Features	The ITS shall prohibit:		
3.002	ITS Security Features	Direct-dialed calls of any type;		
3.003	ITS Security Features	Access to a live operator for any type of calls;		
3.004	ITS Security Features	Access to “411” information services;		
3.005	ITS Security Features	Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and		
3.006	ITS Security Features	Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.		
3.007	ITS Security Features	The ITS shall prevent call collision or conference calling among telephone stations.		
3.008	ITS Security Features	The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:		
3.009	ITS Security Features	At demarcation location;		
3.010	ITS Security Features	Central control; and		
3.011	ITS Security Features	By select housing units.		
3.012	ITS Security Features	The ITS shall not accept any incoming calls. Proposer shall work with the LEC to ensure such control.		
3.013	ITS Security Features	The ITS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.		

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3.014	ITS Security Features	The ITS shall allow the called party to block their telephone number during the call acceptance process.		
3.015	ITS Security Features	As specified by County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.		
3.016	ITS Security Features	The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facility is specified in Attachment 1, Section L (Facility Specifications).		

SUBSECTION 4 - PERSONAL IDENTIFICATION NUMBER APPLICATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	Personal Identification Number Application	The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:		
4.002	Personal Identification Number Application	The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;		
4.003	Personal Identification Number Application	The capability to automatically transfer inmate PINs to the ITS.		
4.004	Personal Identification Number Application	The capability to receive, accept and apply alphanumeric characters in an inmate’s ID.		
4.005	Personal Identification Number Application	The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:		
4.006	Personal Identification Number Application	JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;		
4.007	Personal Identification Number Application	JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;		

SECTION H - ITS REQUIREMENTS

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4.008	Personal Identification Number Application	JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN; or		
4.009	Personal Identification Number Application	The ITS, without an interface with the JMS, auto-generates the complete PIN;		
4.010	Personal Identification Number Application	The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Proposer; and		
4.011	Personal Identification Number Application	The ITS shall be capable of accepting a manually entered PIN.		
4.012	Personal Identification Number Application	If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate’s status in the JMS (e.g. newly booked, transferred, released).		
4.013	Personal Identification Number Application	County currently utilizes a variable length PIN comprised of a 5-to-7-digit inmate ID and a unique 4-digit identifier generated by the JMS/ITS. The ITS shall be capable of accepting PINs with 9-to-11 digits. This should be the default configuration with the initial installation.		
4.014	Personal Identification Number Application	PINs shall not be required for booking/intake phone(s).		
4.015	Personal Identification Number Application	Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any inmate telephone located at the Facility.		
4.016	Personal Identification Number Application	When an individual PIN is added or modified in the system, the ITS shall document the date/time and the user making the change.		

SECTION H - ITS REQUIREMENTS

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SUBSECTION 5 - PERSONAL ALLOWED NUMBER LISTS (PANs)

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	PANs	The ITS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with each PIN.		
5.002	PANs	The ITS shall allow authorized users to set a universal quantity of PANs at the inmate level or override the default quantity of PANs for an inmate.		
5.003	PANs	The quantity of approved telephone numbers within a PAN shall be configurable.		
5.004	PANs	PANs shall allow authorized users to set a universal quantity of approved telephone numbers for each PIN.		
5.005	PANs	The ITS shall have the capability to track PAN changes based on a frequency required by County. The ITS shall have the capability to notify the user if a PAN change is requested to be made outside of the allowed timeframe (e.g. every ninety (90) days).		
5.006	PANs	The proposed ITS shall document all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp).		
5.007	PANs	ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN; telephone number, called party name, address and relationship to inmate.		
5.008	PANs	The PAN application shall include an auto-enroll feature to avoid manual entry of PANs.		

SUBSECTION 6 - MONITORING AND RECORDING REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
6.001	Monitoring and Recording Requirements	The ITS shall be capable of monitoring and recording all inmate calls from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege.		

SECTION H - ITS REQUIREMENTS

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6.002	Monitoring and Recording Requirements	The ITS shall be able to exclude all restricted or privileged calls and visitation sessions and clearly designate non-recorded calls/visitation session within the ITS user application.		
6.003	Monitoring and Recording Requirements	Should a phone call to a restricted or privileged attorney number be recorded, Proposer may be liable for liquidated damages as specified in Attachment 2 - Agreement Terms . This applies to all restricted or privileged numbers entered into Proposer's system by bulk upload or transfer from the incumbent's system as well as any attorney number entered by a Proposer employed administrator.		
6.004	Monitoring and Recording Requirements	Should the privileged call recording be caused by a ITS system failure, the Proposer may be liable for liquidated damages as specified in Attachment 2 - Agreement Terms .		
6.005	Monitoring and Recording Requirements	The ITS shall allow designated users at the Facility to play back a recorded call in progress (e.g. live monitoring) via the ITS user application.		
6.006	Monitoring and Recording Requirements	The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.		
6.007	Monitoring and Recording Requirements	The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.		
6.008	Monitoring and Recording Requirements	The live monitoring feature shall display a list of calls in progress to allow County to scan through all calls in progress or to listen to a specific call. At minimum the default view shall sort calls in chronological order. Private calls, such as attorney calls, shall be indicated as such in the display window. For the purpose of call monitoring, the County prefers that the ITS display the fields below. Proposer shall indicate any display fields not currently available.		
6.009	Monitoring and Recording Requirements	Call Start Time;		
6.010	Monitoring and Recording Requirements	Facility;		
6.011	Monitoring and Recording Requirements	Phone Location Name;		
6.012	Monitoring and Recording Requirements	Inmate Name;		

SECTION H - ITS REQUIREMENTS

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6.013	Monitoring and Recording Requirements	Inmate PIN;		
6.014	Monitoring and Recording Requirements	Called Number;		
6.015	Monitoring and Recording Requirements	Private/Attorney Call;		
6.016	Monitoring and Recording Requirements	Called City, State;		
6.017	Monitoring and Recording Requirements	Call Type;		
6.018	Monitoring and Recording Requirements	Bill Type;		
6.019	Monitoring and Recording Requirements	Cost;		
6.020	Monitoring and Recording Requirements	Call Status;		
6.021	Monitoring and Recording Requirements	Alert; and		
6.022	Monitoring and Recording Requirements	Duration.		
6.023	Monitoring and Recording Requirements	All CDRs, including all attempted and completed calls, shall be stored online for the life of the Agreement. A copy of all CDRs shall be stored by the Proposer for a minimum period of seven (7) years following the expiration or termination of the Agreement.		
6.024	Monitoring and Recording Requirements	All call recordings shall be stored online for the life of the Agreement. A copy of all recordings shall be stored by the Proposer for a period of seven (7) years following the expiration or termination of the Agreement and any renewal terms.		
6.025	Monitoring and Recording Requirements	Proposer shall be responsible for supplying all storage media (CDs/DVDs, USB drives) at no cost to County throughout the life of the Agreement and any renewal terms.		

SECTION H - ITS REQUIREMENTS

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6.026	Monitoring and Recording Requirements	Proposer shall provide County with the number of workstations indicated in Attachment 1, Section L (Facility Specifications) . The workstations shall work in real-time with the ITS, for the purpose of 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). Proposer shall upgrade Microsoft Office as new versions are released in a timely manner and at no cost to County.		
6.027	Monitoring and Recording Requirements	Proposer shall provide remote access to the ITS at no cost to County. The provision of remote access shall allow County the same features and functionalities, permitted by the user’s level of access, available on a Proposer-provided workstation.		
6.028	Monitoring and Recording Requirements	For the term of the Agreement, County shall have access to all CDRs from all workstations and remote access computers, based on the user’s access level.		
6.029	Monitoring and Recording Requirements	The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination.		
6.030	Monitoring and Recording Requirements	The ITS user application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.		
6.031	Monitoring and Recording Requirements	The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.		
6.032	Monitoring and Recording Requirements	The copying/burning application shall be internal to the ITS .		

SECTION I - VVS REQUIREMENTS

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SUBSECTION 1 - VIDEO VISITATION SERVICE

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Video Visitation Service	The VVS shall consist of hardware, firmware and software designed to enable the County to initiate, monitor, record, and retrieve video visitation sessions.		
1.002	Video Visitation Service	The proposed VVS shall provide all operational features and system requirements applicable to all video visitation sessions placed through the VVS including inmate to general public, inmate to court, and inmate to attorney video visitation sessions.		
1.003	Video Visitation Service	County requires the VVS to complete onsite video visitation sessions at no cost to the general public or inmate.		
1.004	Video Visitation Service	County requires the VVS to provide two (2) free remote video visits per inmate, per week. After the inmate completes the two (2) free remote visits each week, additional remote visits that week shall be charged at the rates indicated in Attachment 1, Section M (Rates, Fees and Revenue Share) .		
1.005	Video Visitation Service	Proposer shall adhere to The Board of State and Community Corrections (BSCC), Title 15, and Title 24 of the California Code of Regulations regarding video visitation services.		
1.006	Video Visitation Service	Proposer shall provide internet test capability to remote video visitors.		
1.007	Video Visitation Service	The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations.		
1.008	Video Visitation Service	The VVS shall be capable of differentiating onsite and remote video visitation sessions. Further, the VVS shall be capable of limiting the length of a video visitation session providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.		

SECTION I - VVS REQUIREMENTS

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1.009	Video Visitation Service	Proposer must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow the County the same features and functionalities, permitted by the user's level of access, available on a control workstation.		
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SUBSECTION 2 - VVS SPECIFIC INSTALLATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	VVS Installation Requirements	Proposer shall provide the County the number of VVS control workstation(s) specified in Attachment 1 - Section L (Facility Specifications) . The workstations shall work in real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, two (2) flat screen monitors, built-in speakers, mouse, keyboard, data/audio burning software, laser printer and the most-recent licensed copy of Microsoft Office (or equivalent). Proposer shall also provide County the number of monitoring TVs (46" or greater) specified in Attachment 1 - Section L (Facility Specifications) .		
2.002	VVS Installation Requirements	Inmate VVS stations shall be suitable for a correctional environment, stainless steel, sturdy, vandal and tamper resistant with a shatter proof screen. Inmate VVS stations shall include the cord length requirements as those for inmate telephone sets as described in Attachment 1, Section L (Facility Specifications) .		
2.003	VVS Installation Requirements	The VVS stations shall not include any removable parts.		
2.004	VVS Installation Requirements	The VVS stations shall include volume control.		
2.005	VVS Installation Requirements	Proposer shall install all new VVS equipment even if the selected Proposer is the incumbent Proposer.		
2.006	VVS Installation Requirements	VVS stations shall include picture-in-picture viewing.		
2.007	VVS Installation Requirements	Visitor VVS stations shall also be suitable for a correctional environment. County will determine the installation locations for the visitor VVS stations. Proposer shall install the number of visitor VVS stations and with the handset cord-length described in Attachment 1, Section L (Facility Specifications) .		

SECTION I - VVS REQUIREMENTS

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2.008	VVS Installation Requirements	Upon installation of the VVS, Proposer will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.		
2.009	VVS Installation Requirements	The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.		
2.010	VVS Installation Requirements	Upon completion of the initial installation and any ongoing installations, Proposer shall provide County with a list of inmate and visitor video visitation stations, specifications, and location of each unit.		
2.011	VVS Installation Requirements	Proposer shall place placards containing video visitation use instructions in English and Spanish on or near each station. Placards shall be replaced each time a VVS station is replaced.		
2.012	VVS Installation Requirements	Video visitation rate use flyers and/or additional video visitation related information shall be provided by Proposer upon County’s request and at no cost.		
2.013	VVS Installation Requirements	At no cost to County, Proposer shall install additional VVS stations (inmate and visitation), including monitoring and recording equipment as needed, within thirty (30) days of request. This includes newly constructed or expanded Facility. If Proposer fails to provide and install the additional visitation units within thirty (30) days the Proposer may be liable for liquidated damages as described in Attachment 2 - Agreement Terms.		

SECTION I - VVS REQUIREMENTS

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SUBSECTION 3 - VVS REGISTRATION AND SCHEDULING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	VVS Registration and Scheduling	The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel onsite or remote video visitation sessions using an internet browser and internet connection.		
3.002	VVS Registration and Scheduling	The VVS shall prohibit the scheduling of video visitation sessions for any visitor who has not been approved by County following the registration process.		
3.003	VVS Registration and Scheduling	The VVS shall have the capability to allow smart phone scheduling.		
3.004	VVS Registration and Scheduling	The VVS shall allow visitors to log in using a unique visitor ID or an email address and password.		
3.005	VVS Registration and Scheduling	The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with County's visitation policies as part of the registration process and with each scheduled visitation session.		
3.006	VVS Registration and Scheduling	County requires the installation of a registration lobby kiosk and prefers that all functions required in Attachment 1 - Section K (Other Required Technology) be incorporated into a single multi-functional unit.		
3.007	VVS Registration and Scheduling	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process:		
3.008	VVS Registration and Scheduling	First Name;		
3.009	VVS Registration and Scheduling	Last Name;		
3.010	VVS Registration and Scheduling	Email;		
3.011	VVS Registration and Scheduling	Telephone Number / Cell Phone;		

SECTION I - VVS REQUIREMENTS

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

SECTION I - VVS REQUIREMENTS

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3.026	VVS Registration and Scheduling	The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an inmate if the inmate gets released.		
3.027	VVS Registration and Scheduling	The VVS shall be capable of sending the general public an email or text notification confirming the scheduled or canceled visit.		
3.028	VVS Registration and Scheduling	The VVS shall have the capability to display upcoming daily video visitation session information on one or multiple inmate video visitation stations (i.e. inmate name, time of visit).		
3.029	VVS Registration and Scheduling	The VVS shall be capable of accommodating different sets of rules for onsite video visitation and remote video visitation sessions.		

SUBSECTION 4 - VVS USER APPLICATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	VVS User Application	The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:		
4.002	VVS User Application	Inmate ID number;		
4.003	VVS User Application	Inmate name;		
4.004	VVS User Application	Visitor name;		
4.005	VVS User Application	Date and time of visit;		
4.006	VVS User Application	Inmate video visitation station; and		
4.007	VVS User Application	Daily, weekly and monthly visit statistics.		
4.008	VVS User Application	The VVS shall have the capability to allow authorized County staff to create the following restrictions with customizable durations:		
4.009	VVS User Application	Restrict a visitor from visiting certain inmate(s);		
4.010	VVS User Application	Restrict an inmate from visiting ALL visitors;		
4.011	VVS User Application	Restrict a visitor from visiting ALL inmates;		
4.012	VVS User Application	Restrict an inmate from having remote video visits (onsite video visits only);		
4.013	VVS User Application	The VVS user application shall have the capability to support the following functions:		

SECTION I - VVS REQUIREMENTS

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4.014	VVS User Application	Set user ID;		
4.015	VVS User Application	Set/reset password;		
4.016	VVS User Application	Capture the user's first, middle and last name;		
4.017	VVS User Application	Manually terminate standard or video visitation sessions;		
4.018	VVS User Application	Report status of all standard and video visitation sessions (online or idle);		
4.019	VVS User Application	Stop, pause and restart any running visit;		
4.020	VVS User Application	Allow the County to enter comments or add notes to a visit;		
4.021	VVS User Application	Allow for station reassignment during any running visit;		
4.022	VVS User Application	Allow for visitation time extension during any running visit;		
4.023	VVS User Application	Customize the number of visits per the monitoring screen and the page rotation duration;		
4.024	VVS User Application	Designate a visitor as being an attorney (or other professional) type of visitor;		
4.025	VVS User Application	Manually schedule standard or video visitation sessions for a particular inmate, station, and date and time, on behalf of visitor(s);		
4.026	VVS User Application	Allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded;		
4.027	VVS User Application	Allow authorized users to download, share and/or view recordings; and		
4.028	VVS User Application	Include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).		

SUBSECTION 5 - VVS MONITORING AND RECORDING REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	VVS Monitoring and Recording Requirements	The VVS must permit the County to fully record and monitor all standard and video visitation sessions from any standard or video visitation station within the Facility unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.		
5.002	VVS Monitoring and Recording Requirements	The VVS shall automatically start each video visitation session at the designated start time.		

SECTION I - VVS REQUIREMENTS

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5.003	VVS Monitoring and Recording Requirements	The VVS shall allow County to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visitation session will count against the inmate's visitation quota.		
5.004	VVS Monitoring and Recording Requirements	The VVS shall automatically attempt to reconnect a video visitation session if connectivity is lost.		
5.005	VVS Monitoring and Recording Requirements	The VVS shall include an alert system that will detect visitation sessions made by a particular inmate or visitor.		
5.006	VVS Monitoring and Recording Requirements	The VVS should have the capability to display an onscreen countdown clock timer on the inmate and the visitor stations.		
5.007	VVS Monitoring and Recording Requirements	The County requires the retention of video visitation sessions online for ninety (90) days.		
5.008	VVS Monitoring and Recording Requirements	The VVS shall store all video visitation sessions offline for the life of the Agreement plus seven (7) years after the expiration or termination of the contract.		

SECTION J - TABLET REQUIRMENTS

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

SUBSECTION 1 - TABLET SPECIFICATIONS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Tablet Specifications	Tablets shall be configured to only allow inmates access to the services and applications approved by the County. Additional applications shall be mutually agreed upon by the County and Proposer. Inmates shall be prohibited from having any access to any external applications. Tablets must communicate with pre-approved applications and networks only.		
1.002	Tablet Specifications	Tablets shall be restricted to Proposer wireless access points only and shall be unable to connect to other wireless network access points.		
1.003	Tablet Specifications	Proposer shall provide the County with remote access to Tablets at no cost to the County for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered. The following reports (at a minimum), shall be made available for each Facility as applicable for monitoring and investigative purposes. New reports, as requested by County, shall be developed and provided by Proposer at no cost to County:		
1.004	Tablet Specifications	Transactions by inmate;		
1.005	Tablet Specifications	Application usage by inmate;		
1.006	Tablet Specifications	Totals by inmate;		
1.007	Tablet Specifications	Totals by Tablet;		
1.008	Tablet Specifications	Daily, weekly and monthly statistics.		
1.009	Tablet Specifications	Proposer's user application for the Tablet solution shall provide the capability to export the reports in a mutually agreed upon format agreed to by County and Proposer.		
1.010	Tablet Specifications	Proposer shall have the capability to disable and/or shut off services to a single Tablet or group Tablets based on the user level and password, and not interrupt other Tablets.		
1.011	Tablet Specifications	Tablets shall be provided to the County pre-loaded with the County approved applications offering a variety of games, music and entertainment, as well as free applications / services and educational programs.		

SECTION J - TABLET REQUIRMENTS

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1.012	Tablet Specifications	Tablets provided by Proposer shall be configured to provide certain "free" services to the inmate population at no charge. Such "free" services shall include:		
1.013	Tablet Specifications	Clock;		
1.014	Tablet Specifications	Calendar;		
1.015	Tablet Specifications	Dictionary;		
1.016	Tablet Specifications	Calculator;		
1.017	Tablet Specifications	PDF documents approved by County;		
1.018	Tablet Specifications	PDF viewer;		
1.019	Tablet Specifications	Educational content;		
1.020	Tablet Specifications	Religious content;		
1.021	Tablet Specifications	Inmate grievances/requests;		
1.022	Tablet Specifications	Law library access or online licensing;		
1.023	Tablet Specifications	Commissary purchases;		
1.024	Tablet Specifications	Debit purchases;		
1.025	Tablet Specifications	Trust/commissary/debit account look-up;		
1.026	Tablet Specifications	Inmate handbook;		
1.027	Tablet Specifications	Inmate notices/bulletins; and		
1.028	Tablet Specifications	Court date/release information.		
1.029	Tablet Specifications	The reports shall be available to County and its agency partners from all control workstations and remote access computers depending on the user's access level.		

SUBSECTION 2 - TABLET SPECIFIC INSTALLATION REQUIREMENTS

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

SECTION J - TABLET REQUIRMENTS

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

2.004	Tablet Installation Requirements	Proposer shall provide informational flyers/posters in both English and Spanish outlining all Tablet services/offerings, and the cost of those services to post at the Facility at no cost to County.		
2.005	Tablet Installation Requirements	Upon completion of the initial installation and any ongoing installations, Proposer shall provide County with a list of all Tablets, charging stations, equipment specifications and locations of each device.		
2.006	Tablet Installation Requirements	Proposer shall provide County with the number of mobile charging stations as outlined in Attachment 1, Section L (Facility Specifications) .		

SUBSECTION 3 - ELECTRONIC MESSAGING VIA TABLETS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	Electronic Messaging via Tablets	County requires that electronic messaging shall be made available to inmates via the Tablets to send and receive electronic mail and/or text messages at the rates specified in Attachment 1, Section J (Rates, Fees and Revenue Share) .		
3.002	Electronic Messaging via Tablets	Proposer shall ensure that its electronic messaging using Tablets does not allow for inmates to communicate with other inmates.		
3.003	Electronic Messaging via Tablets	The electronic messaging application shall have security features in place to ensure that the inmate can only send electronic messages to contacts who have already sent an inbound electronic message to the inmate.		
3.004	Electronic Messaging via Tablets	Authorized users shall be able to review and approve/disapprove any outgoing or incoming electronic messages before the electronic message is made available to the end-user or inmate.		
3.005	Electronic Messaging via Tablets	Proposer's electronic message application shall have the capability to flag certain keywords for investigative review. County shall have the capability to specify keywords, phrases and colloquialisms to be added to the security scanning feature, which shall be searchable. Proposer shall offer a default dictionary of such.		
3.006	Electronic Messaging via Tablets	County reserves the right to specify the allowed number of characters to be transmitted in any incoming and outgoing electronic message; this shall be configurable based on County's request.		

SECTION J - TABLET REQUIRMENTS

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

3.007	Electronic Messaging via Tablets	Proposer's electronic messaging application shall store all electronic messages, in a searchable format, for the life of the Agreement plus seven (7) years after expiration or termination of the Agreement.		
3.008	Electronic Messaging via Tablets	In the event of a natural or man-made disaster or similar event (i.e. COVID-19), as deemed necessary by County, County may require Proposer to provide two (2) free electronic messages per week. The electronic messages shall be free to the inmate, end-user and County and shall be for a period determined by County. In the event County requests free electronic messages, the parties shall evaluate the impact to the Gross Revenue, if any. All requests for free electronic messages shall be documented in writing and approved by County.		

SECTION K - OTHER REQUIRED TECHNOLOGY

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

SUBSECTION 1 - ELECTRONIC TRUST FUNDING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Electronic Trust Funding	Proposer shall provide multiple funding methods to allow users to fund inmate trust accounts. These methods shall include, but not be limited to, telephone funding (both live agent and automated) and online funding through Proposer's website, mobile application, lock box and Kiosks.		
1.002	Electronic Trust Funding	Proposer agrees that all deposited funds during a twenty-four (24) hour period will be initiated via ACH to County's banking institution within one (1) banking day of Proposer's receipt of said funds and at no cost to County.		
1.003	Electronic Trust Funding	Proposer shall assume responsibility for all funds deposited by the general public. County shall not be held responsible for any charge-backs or fraud.		
1.004	Electronic Trust Funding	Proposer shall configure its electronic deposit application in accordance with County's deposit/banking rules and regulations.		
1.005	Electronic Trust Funding	The transaction fees for electronic funding, charged to the general public, are outlined in Attachment 1, Section M (Rates, Fees and Revenue Share) .		
1.006	Electronic Trust Funding	Proposer shall work with County to identify and resolve all misidentified and/or misappropriated funds.		
1.007	Electronic Trust Funding	Proposer shall provide County and its Designated Agent with remote access to its web based user application for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the applications/services provided under this RFP and subsequent Contract. Remote access shall be provided by Proposer at no cost to County or its Designated Agent.		
1.008	Electronic Trust Funding	At no cost to County, Proposer shall provide analytical features, including searchable interfacing in order to establish funding relationships of all "linked" people making similar transactions.		
1.009	Electronic Trust Funding	Access to Proposer's system shall require the use of a username and password. The access levels shall be designated by County.		
1.010	Electronic Trust Funding	Proposer's system shall have the capability to record all activity of the user in an auditable format which may be tracked through Proposer's system.		

SECTION K - OTHER REQUIRED TECHNOLOGY

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1.011	Electronic Trust Funding	Proposer shall store all reports and data online for the life of the Contract. A copy of all reports and data shall be stored offline by Proposer for a minimum period of two (2) years following the expiration or termination of the Contract. Archival and/or offline transactions, reports, and data shall be retrieved and provided by Proposer to County within two (2) business days upon receipt of the requested transactions, reports, and/or data.		
1.012	Electronic Trust Funding	Proposer's system shall have capability to allow County to query all transactions and data stored.		
1.013	Electronic Trust Funding	Proposer's system shall have the capability to alert County staff of specific activity based on pre-set criteria in Proposer's system via email.		
1.014	Electronic Trust Funding	Proposer's system shall have the capability to track certain activities and patterns. The following reports (at a minimum) shall be made available as applicable for monitoring and investigative purposes. New reports, as requested by County, shall be produced by Proposer at no cost to County.		
1.015	Electronic Trust Funding	Deposits by inmate;		
1.016	Electronic Trust Funding	Deposits by sender;		
1.017	Electronic Trust Funding	Daily, weekly, and monthly statistics;		
1.018	Electronic Trust Funding	Totals by inmate;		
1.019	Electronic Trust Funding	Totals by kiosk;		
1.020	Electronic Trust Funding	Totals by Facility; and		
1.021	Electronic Trust Funding	Totals by transaction type.		
1.022	Electronic Trust Funding	Proposer's system shall provide the capability to customize reports in a format mutually agreed upon by County.		
1.023	Electronic Trust Funding	Proposer's system shall have the ability to capture all activity and tasks performed by each system user.		
1.024	Electronic Trust Funding	These services shall be provided to County at no cost.		

SECTION K - OTHER REQUIRED TECHNOLOGY

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SUBSECTION 2 - BOOKING KIOSKS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Booking Kiosks	County requires Proposer to provide the number of booking/intake kiosks ("Booking Kiosks") identified in Attachment 1, Section L (Facility Specifications) to allow the newly booked inmates to deposit funds into their trust account during the booking process at no cost to County.		
2.002	Booking Kiosks	County will not be responsible for any costs associated with the installation and ongoing maintenance, repair or replacement of the Booking Kiosks.		
2.003	Booking Kiosks	Inmates may deposit funds via cash, debit or credit cards, and debit release cards with a MasterCard/Visa logo. Booking Kiosks shall accept both bills and coins for cash deposits.		
2.004	Booking Kiosks	Upon each completed transaction, the Booking Kiosk(s) shall print receipts and take a picture of the inmate/user. The Booking Kiosk shall be capable of providing (2) two copies of a receipt for every completed transactions - one to be provided to the inmate and one for County.		
2.005	Booking Kiosks	Proposer agrees to provide cash collection services for the Booking Kiosks at no cost to County and at a frequency approved by County. It is expressly understood that County reserves the right to require any armed personnel (e.g. armored car personnel or Proposer personnel) to disarm prior to entering the Facility.		
2.006	Booking Kiosks	Proposer shall be capable of providing authorized users with access to transaction history and inmate photos as well as the option to print additional receipts.		
2.007	Booking Kiosks	During the life of the Agreement, Proposer shall ensure no fees/charges are implemented for deposits made by inmates through the Booking Kiosk(s). County shall notify Proposer of any unapproved additional fees and/or charges associated with the kiosks of which County becomes aware of. The unapproved fees and/or charges are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .		

SECTION K - OTHER REQUIRED TECHNOLOGY

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

SUBSECTION 3 -LOBBY KIOSKS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	Lobby Kiosks	County requires Proposer to provide the number of lobby payment kiosks ("Lobby Kiosks") identified in Attachment 1, Section L (Facility Specifications) in the lobby of each Facility as designated by County. Lobby Kiosks are for use by visitors to the Facility. The Lobby Kiosk payment services shall include, but not be limited to, deposits into an inmate trust, commissary, pre-paid collect or debit account.		
3.002	Lobby Kiosks	County will not be responsible for any costs associated with an interface if one is required to implement any of the technologies associated with the Lobby Kiosks.		
3.003	Lobby Kiosks	County will not be responsible for any costs associated with the installation and ongoing maintenance, repair or replacement of the Lobby Kiosks.		
3.004	Lobby Kiosks	Public visitors shall be able to make deposits via cash and credit or debit cards.		
3.005	Lobby Kiosks	County requires Proposer to provides Lobby Kiosks with touch-screen technology.		
3.006	Lobby Kiosks	Upon each completed transaction, the Lobby Kiosk(s) shall print receipts and take a picture of the depositor. The Lobby Kiosk shall be capable of providing a receipt for every completed transaction.		
3.007	Lobby Kiosks	Proposer shall detail all fees/charges associated with the Lobby Kiosks in Attachment 1, Section M (Rates, Fees and Revenue Share) .		
3.008	Lobby Kiosks	Proposer agrees to provide cash collection services for the Lobby Kiosks at no cost to County and at a frequency approved by County. It is expressly understood that County reserves the right to require any armed personnel (e.g. armored car personnel or Proposer personnel) to disarm prior to entering the Facility.		
3.009	Lobby Kiosks	Proposer shall provide to County a detailed weekly ACH reconciliation report that includes all credit and debit card and cash transactions for the preceding week (Monday-Sunday) for the Lobby Kiosks.		
3.010	Lobby Kiosks	Before any changes to the fees/charges associated with deposits through the Lobby Kiosks are implemented, Proposer must submit a written request to receive approval from County. County will respond in writing to Proposer's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .		

SECTION K - OTHER REQUIRED TECHNOLOGY

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

SUBSECTION 4 - DEBIT RELEASE CARDS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	Debit Release Cards	As part of the initial installation, Proposer shall provide County a debit release card program for use by the inmate at no cost to the County wherein unused balances of inmate trust accounts are transferred to PIN-based debit release cards in full upon the release of the inmates from the Facility. The County shall not be responsible for any charges associated with debit release cards. Proposer charges or fees associated with the debit release cards are specified in Attachment 1, Section M (Rates, Fees, and Revenue Share).		
4.002	Debit Release Cards	The debit release card service shall consist of hardware and software to enable the County to transfer inmate funds via a MasterCard debit card at the time of release, provided at no cost to the County.		
4.003	Debit Release Cards	Proposer shall provide a station for debit release cards to be loaded as specified in Attachment 1, Section L (Facility Specifications);		
4.004	Debit Release Cards	Cards shall be accepted at any location that accepts MasterCard; and		
4.005	Debit Release Cards	Cardholders shall have access to account information via the internet and a toll-free telephone number.		
4.006	Debit Release Cards	Proposer will be solely responsible for any contractual obligations associated with a third-party provider of debit release cards. The County shall not be party to such agreements, nor shall the County be liable for any actions that arise as a result of such an agreement.		
4.007	Debit Release Cards	Debit release cards shall be loaded utilizing a web-based interface operated by the County, which enables the transfer of funds from an inmate's trust account to the card at the time of release.		

SECTION K - OTHER REQUIRED TECHNOLOGY

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4.008	Debit Release Cards	Proposer shall provide County staff with all training necessary to operate the debit release card technology.		
4.009	Debit Release Cards	All fees associated with the debit release cards are outlined in Attachment 1, Section M (Rates, Fees and Revenue Share) .		
4.010	Debit Release Cards	The County shall have access to the debit release card application and reports, including, but not limited to:		
4.011	Debit Release Cards	Daily, monthly, and weekly reports;		
4.012	Debit Release Cards	Date range reports;		
4.013	Debit Release Cards	Location reports; and		
4.014	Debit Release Cards	Card load details.		
4.015	Debit Release Cards	All reports shall be available for export in Microsoft Excel 2016 (or greater) format.		

SUBSECTION 5 - CELL PHONE DETECTION EQUIPMENT

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	Cell Phone Detection Equipment	County requires Proposer to provide the number of cellular phone detection units ("Cell Phone Detectors") identified in Attachment 1, Section L (Facility Specifications) to allow County Facility staff to conduct overt and covert searches for cellular phones and other contraband.		
5.002	Cell Phone Detection Equipment	Cell Phone Detectors shall be capable of detecting contraband cellular phones in both on and off positions and anywhere on the inmate's body or in an inmate's body cavity.		
5.003	Cell Phone Detection Equipment	Cell Phone Detectors shall be capable of detecting other dangerous contraband such as weaponized metal objects anywhere on the inmate's body or in an inmate's body cavity.		

SECTION H - FACILITY SPECIFICATIONS

SUBSECTION 1 - FACILITY INFORMATION & EQUIPMENT REQUIREMENTS

Data Category	Kings County Jail
Average Daily Population (ADP):	566
Number of Beds:	625
Inmate Type:	County
Call Time Limit:	20 minutes
Hours of Availability for Inmate Telephones:	06:00 - 23:30
Hours of Availability for Booking Telephones:	00:00 - 23:59
Inmate Telephones Required:	60
Required Telephone Cord Length (Inmate Telephones):	18"
Portable Phones Required:	3
TDD Devices Required:	1
VRS Units Required:	1
Captel Units Required:	1
Inmate Video Visitation Stations Required:	80 (40 stations)
Required Cord Length (Inmate Video Visitation Stations):	18"
Required VVS Control Workstations:	2
Required Tablets:	150
Required Charging Stations:	6
Required Kiosks (Lobby):	1
Contraband Cellphone Detection Units:	2 Stationary; 5 Mobile
Required Kiosks (Booking):	1
Required Kiosks (Registration)	1

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SUBSECTION 2 - INTERFACE CONTACT INFORMATION

Service Provider Type	Company & Contact Name	Contact Telephone Number	Email
JMS	Spillman - Tally Gochis	435-840-0198	Tally.Gochis@motorolasolutions.com
Commissary	Canteen of Fresno - Scott Browning	559-485-8800	ScottB@canteenfresno.com

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

Category	Number of Calls	Number of Minutes	Bulk Purchases
Collect/Direct Bill	0	0	n/a
Pre-Paid Collect	16,295	8,782,825	n/a
Pre-Paid Card/Debit	832	351,885	n/a
Voicemail	12	n/a	n/a

SECTION H - FACILITY SPECIFICATIONS

SUBSECTION 4 - CURRENT CALLING RATES

Category	Surcharge	Per Minute	Avg Cost/Call
Local			
Collect/Direct Bill	\$ -	\$ 0.25	\$ 5.00
Pre-Paid Collect	\$ -	\$ 0.21	\$ 4.20
Pre-Paid Card/Debit	\$ -	\$ 0.21	\$ 4.20
Intralata/Intrastate			
Collect/Direct Bill	\$ -	\$ 0.25	\$ 5.00
Pre-Paid Collect	\$ -	\$ 0.21	\$ 4.20
Pre-Paid Card/Debit	\$ -	\$ 0.21	\$ 4.20
Intralata/Interstate			
Collect/Direct Bill	\$ -	\$ 0.25	\$ 5.00
Pre-Paid Collect	\$ -	\$ 0.21	\$ 4.20
Pre-Paid Card/Debit	\$ -	\$ 0.21	\$ 4.20
Interlata/Interstate and Domestic International			
Collect/Direct Bill	\$ -	\$ 0.25	\$ 5.00
Pre-Paid Collect	\$ -	\$ 0.21	\$ 4.20
Pre-Paid Card/Debit	\$ -	\$ 0.21	\$ 4.20
International			
Collect/Direct Bill	\$ -	\$ 0.75	\$ 15.00
Pre-Paid Collect	\$ -	\$ 0.75	\$ 15.00
Pre-Paid Card/Debit	\$ -	\$ 0.75	\$ 15.00
Voicemail (If in place on current contract)	\$ -	\$ -	\$ 1.00

SUBSECTION 5 - CURRENT FEES

Name	Fee Description	Amount	Frequency
Pre-Paid Collect Funding Fee	IVR/Automated	\$ 3.00	Per Transaction
Pre-Paid Collect Funding Fee	Live Representative	\$ 5.95	Per Transaction
Collect Calling Fee	Paper Bill Statement Fee	\$ 2.00	Per Month
Electronic Funding Fee (All channels)	Trust Account Funding Fee	\$ 2.95	Per Transaction
Debit Release Card Fee	Account Activation Fee	\$ -	One Time
Debit Release Card Fee	Account Maintenance Fee	\$ -	Monthly
Debit Release Card Fee	Transaction Fee	\$ -	Per Transaction
Debit Release Card Fee	Cashout/Account Closure Fee	\$ -	Per Transaction

SECTION M - RATES, FEES AND REVENUE SHARE

Rates, Fees, and Revenue Share is divided into two (2) Options. Option one (1) lists County's required rates for ITS. Proposer shall base its revenue share offers on these rates. Option two (2) is for Proposer to offer a lower rate structure and revenue share for the same services. If County elects to consider another rate structure, Option two (2) must be filled in. If County does not want to consider other rates, Option two (2) will be grayed out and the section so noted. This form requires the signature of an authorized Proposer Representative. Responses submitted without an authorized signature shall not be considered for evaluation or award.

SECTION 1 - ITS RATES AND FEES

OPTION 1 - REQUIRED CALLING RATES				OPTION 2 - ALTERNATIVE (LOWER) CALLING RATES							
Category		Per Minute Rate		Avg Cost/Call		Category		Per Minute Rate		Avg Cost/Call	
Local						Local					
Collect/Direct Bill	\$	0.25	\$	5.00	Collect/Direct Bill						
Pre-Paid Collect	\$	0.21	\$	4.20	Pre-Paid Collect						
Pre-Paid Card/Debit	\$	0.21	\$	4.20	Pre-Paid Card/Debit						
Intralata/Intrastate						Intralata/Intrastate					
Collect/Direct Bill	\$	0.25	\$	5.00	Collect/Direct Bill						
Pre-Paid Collect	\$	0.21	\$	4.20	Pre-Paid Collect						
Pre-Paid Card/Debit	\$	0.21	\$	4.20	Pre-Paid Card/Debit						
Interlata/Intrastate						Interlata/Intrastate					
Collect/Direct Bill	\$	0.25	\$	5.00	Collect/Direct Bill						
Pre-Paid Collect	\$	0.21	\$	4.20	Pre-Paid Collect						
Pre-Paid Card/Debit	\$	0.21	\$	4.20	Pre-Paid Card/Debit						
Interstate and Domestic Int'l						Interstate and Domestic Int'l					
Collect/Direct Bill	\$	0.25	\$	5.00	Collect/Direct Bill						
Pre-Paid Collect	\$	0.21	\$	4.20	Pre-Paid Collect						
Pre-Paid Card/Debit	\$	0.21	\$	4.20	Pre-Paid Card/Debit						
International						International					
Collect/Direct Bill	n/a		n/a		Collect/Direct Bill	n/a		n/a		n/a	
Pre-Paid Collect	n/a		n/a		Pre-Paid Collect	n/a		n/a		n/a	
Pre-Paid Card/Debit	\$	0.75	\$	15.00	Pre-Paid Card/Debit						
OPTION 1 - ITS REQUIRED FEES				OPTION 2 - ITS ALTERNATIVE FEE STRUCTURE							
Proposer shall list all 3rd party vendors from which it receives funding services (e.g. Western Union, Money Gram, etc.) including the fees the 3rd party charges end-users for the service. Additional mark-up of 3rd party fees is prohibited.				Proposer shall list all 3rd party vendors from which it receives funding services (e.g. Western Union, Money Gram, etc.) including the fees the 3rd party charges end-users for the service. Additional mark-up of 3rd party fees is prohibited.							
Fee Type		Amount		Frequency		Fee Type		Amount		Frequency	
Collect Billing Fee		\$ 2.00		Monthly		Collect Billing Fee		\$ 2.00			
Pre-Paid Collect Funding Fee						Pre-Paid Collect Funding Fee					
IVR/Automated		\$ 3.00		Per Transaction		IVR/Automated		\$ 3.00			
Live Agent		\$ 5.95		Per Transaction		Live Agent		\$ 5.95			
Third Party (Proposer Specify)		\$ -		Pass Through		Third Party (Proposer Specify)		\$ -		Pass Through	

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SECTION 2 - VVS RATES AND FEES					
OPTION 1 - REQUIRED VVS RATES			OPTION 2 - ALTERNATIVE (LOWER) VVS RATES		
Category	Per Minute Rate	Avg Cost/Visit 30 Minutes	Category	Per Minute Rate	Avg Cost/Visit 30 Minutes
30-Minute Remote Video Visitation Session (After 2 free per week):	\$ 0.40	\$ 12.00	30-Minute Remote Video Visitation Session (After 2 free per week):		
All Other Fees:	Not Allowed		All Other Fees:	Not Allowed	

SECTION 3 - TABLET APPLICATION RATES AND FEES					
OPTION 1 - REQUIRED TABLET RATES			OPTION 2 - ALTERNATIVE (LOWER) TABLET RATES		
Proposer shall list all fees and/or rates associated with Tablet services. For each charged application, Proposer shall indicate the per-unit charge for each application OR the per-minute charge for all media services, whichever is applicable.			Proposer shall list all fees and/or rates associated with Tablet services. For each charged application, Proposer shall indicate the per-unit charge for each application OR the per-minute charge for all media services, whichever is applicable.		
Category	Fee Name	Fee Amount	Category	Fee Name	Fee Amount
Educational Content	N/A	No Charge to Inmates	Educational Content	N/A	No Charge to Inmates
Religious Content	N/A	No Charge to Inmates	Religious Content	N/A	No Charge to Inmates
Inmate Grievances/Requests	N/A	No Charge to Inmates	Inmate Grievances/Requests	N/A	No Charge to Inmates
Law Library	N/A	No Charge to Inmates	Law Library	N/A	No Charge to Inmates
Commissary Ordering	N/A	No Charge to Inmates	Commissary Ordering	N/A	No Charge to Inmates
Electronic Messages			Electronic Messages		
Electronic Messages w/ Attachments			Electronic Messages w/ Attachments		
Video Messages			Video Messages		
Entertainment Media - Games			Entertainment Media - Games		
Entertainment Media - Movies			Entertainment Media - Movies		
Entertainment Media - Music			Entertainment Media - Music		
Entertainment Media - Streaming (All Media)			Entertainment Media - Streaming (All Media)		

SECTION 4 - ELECTRONIC FUNDING FEES					
OPTION 1 - REQUIRED ELECTRONIC FUNDING FEES			OPTION 2 - ALTERNATIVE (LOWER) ELECTRONIC FUNDING FEES		
Fee Type	Amount	Frequency	Fee Type	Amount	Frequency
Electronic Funding Fee - Lobby Kiosk - Cash	\$ 1.50	Per Transaction	Electronic Funding Fee - Lobby Kiosk - Cash		
Electronic Funding Fee - Lobby Kiosk - Credit	\$ 2.95	Per Transaction	Electronic Funding Fee - Lobby Kiosk - Credit		
Electronic Funding Fee - Booking Kiosk - Cash	\$ -	Per Transaction	Electronic Funding Fee - Booking Kiosk - Cash		
Electronic Funding Fee - Booking Kiosk - Credit	\$ -	Per Transaction	Electronic Funding Fee - Booking Kiosk - Credit		
Electronic Funding Fee - Online/Mobile App.	\$ 2.95	Per Transaction	Electronic Funding Fee - Online/Mobile App.		
Electronic Funding Fee - Phone - IVR	\$ 2.95	Per Transaction	Electronic Funding Fee - Phone - IVR		
Electronic Funding Fee - Phone - Live Agent	\$ 2.95	Per Transaction	Electronic Funding Fee - Phone - Live Agent		

SECTION 5 - DEBIT RELEASE CARD FEES					
OPTION 1 - REQUIRED DEBIT RELEASE CARD FEES			OPTION 2 - ALTERNATIVE (LOWER) DEBIT RELEASE CARD FEES		
Fee Type	Amount	Frequency	Fee Type	Amount	Frequency
Account Activation Fee		Not Allowed	Account Activation Fee		Not Allowed
Account Maintenance Fee		Not Allowed	Account Maintenance Fee		Not Allowed
Transaction Fee		Not Allowed	Transaction Fee		Not Allowed
Cashout/Account Closure Fee		Not Allowed	Cashout/Account Closure Fee		Not Allowed
All Other Fees:		Not Allowed	All Other Fees:		Not Allowed

SECTION 6 - REVENUE SHARE					
OPTION 1 - REVENUE SHARE			OPTION 2 - REVENUE SHARE		
Proposer shall enter its offer for Revenue Share percentage, Upfront Annual Amount in dollars, and/or Supplemental Incentive in dollars.			Proposer shall enter its offer for Revenue Share percentage, Upfront Annual Amount in dollars, and/or Supplemental Incentive in dollars.		
Category	Amount	Frequency	Category	Amount	Frequency
Revenue Share (%) ITS			Revenue Share (%) ITS		
Revenue Share (%) Per Voicemail			Revenue Share (%) Per Voicemail		
Revenue Share (%) VVS			Revenue Share (%) VVS		
Revenue Share (%) Tablets			Revenue Share (%) Tablets		
Revenue Share (%) Electronic Funding			Revenue Share (%) Electronic Funding		
Upfront Annual Amount			Upfront Annual Amount		
Monthly Administrative Payment	\$ 5,000.00	Monthly	Monthly Administrative Payment	\$ 5,000.00	Monthly

FAILURE TO SIGN BELOW WILL DISQUALIFY PROPOSER'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

Proposer Name: _____
 Authorized Representative: _____
 Signature: _____

Date: _____

SECTION N - EXCEPTIONS TO THE RFP

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

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

SECTION O - EXCEPTIONS TO AGREEMENT TERMS

All Proposer Exceptions to the terms and conditions of Attachment 2 - Agreement Terms shall be noted in this form. Proposer may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Proposer should write "No Exceptions" under #1 below. Proposer exceptions/comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

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

SECTION P - RECEIPT OF ADDENDA

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

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

A. Proposer hereby acknowledges receipt of the following Addenda:

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

OR:

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

Check Here if No Addendum Issued _____ Date _____ Initials _____

Signature of Authorized Individual

Name and Position

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SECTION Q - PROPOSER'S CONFERENCE REGISTRATION FORM

This Proposer's Conference registration Form must be completed and returned to the RFP contact specified in the **Main RFP (Section 2.6)** on or before the date specified in the Schedule of Events. The Facility will provide an escort. Please provide the following information for the Proposer representative that will be attending the Proposer's Conference which will be held on the date specified in the Schedule of Events.

Please note that due to current local, state, and federal public health official guidelines and in response to the COVID-19 pandemic, certain protocols must be adhered to at all times during the Conference to ensure the safety of County staff, inmates, and visitors. Proposer's submittal of this Conference Registration Form shall be interpreted as acceptance of the following:

- Only one (1) representative may attend the Conference on behalf of a Proposer.
- Personal protective equipment (PPE) must be worn at all times within the facility. At a minimum, facial coverings and gloves shall be required. Additional PPE (e.g. shoe/clothing coverings) shall be at the Proposer's/attendee's discretion.
- Social distancing protocols must be observed. All attendees are required to maintain a minimum of six (6) feet of distance at all times, wherever possible.
- To assist with adhering to social distancing protocols, each Proposer shall be assigned an allotted one (1) hour and forty-five (45) minute time slot to tour the facility. At the allotted time limit, all tours will end and Proposers are to leave the facility.
- Proposers shall indicate their 1st, 2nd, and 3rd choice timeslots by initialing in the boxes below. The final time slots shall be assigned on a first-come, first-served basis by order of receipt of this Conference Registration Form and will be confirmed for each Proposer on the date indicated in the **Schedule of Events**.

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

Available Time Slots	First Choice	Second Choice	Third Choice
Tuesday, August 18th, 8:00 a.m. - 9:45 a.m.			
Tuesday, August 18th, 10:00 a.m. - 11:45 a.m.			
Tuesday, August 18th, 1:00 p.m. - 2:45 p.m.			
Tuesday, August 18th, 3:00 p.m. - 4:45 p.m.			
Wednesday, August 19th, 8:00 a.m. - 9:45 a.m.			
Wednesday, August 19th, 10:00 a.m. - 11:45 a.m.			
Wednesday, August 19th, 1:00 p.m. - 2:45 p.m.			
Wednesday, August 19th, 3:00 p.m. - 4:45 p.m.			

SECTION A - PROPOSER INSTRUCTIONS

For the avoidance of doubt, Kings County Sheriff's Office shall hereinafter be referred to as "County."
 Attachment 1 - Mandatory Requirements contains several sections identified by letter and title which outline the required communications solution. Below is a listing of all sections included in Attachment 1 - Mandatory Requirements.

Section A	—	Proposer Instructions
Section B	—	Instructions & Format
Section B.1	—	Proposal Order
Section C	—	Evaluation & Selection
Section C.1	—	Evaluation Criteria
Section D	—	General Conditions
Section E	—	User Billing and Payments
Section F	—	Customer Service
Section G	—	General Installation Requirements
Section H	—	ITS Requirements
Section I	—	VVS Requirements
Section J	—	Tablet Requirements
Section K	—	Other Required Technology
Section L	—	Facility Specifications
Section M	—	Rates, Fees and Revenue Share
Section N	—	Exceptions to the RFP
Section O	—	Exceptions to Agreement Terms
Section P	—	Receipt of Addenda
Section Q	—	Proposer's Conference Registration Form

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

Proposer shall not reformat, sort, relabel, modify or change the sections included in Attachment 1 in any way other than to insert its Proposer Response and Proposer Comments (if needed).

RFP - ATTACHMENT 2 AGREEMENT TERMS FOR INMATE COMMUNICATION SERVICES

KINGS COUNTY SHERIFF'S OFFICE INMATE COMMUNICATION SERVICES AGREEMENT

INTRODUCTION

Contractor Name with its principal place of business located at Contractor Address ("Contractor") and the County of Kings, a political subdivision of the State of California, with its principal place of business at 1400 W. Lacey Blvd. Hanford, CA 93230 ("County") hereby agree to execute this Inmate Communication Services Agreement ("Agreement"), effective _____, 2020 ("Effective Date").

1. AGREEMENT

- 1.1. Pursuant to RFP # 2020-58, County hereby awards this Agreement to and provides Contractor the exclusive right and privilege to install and operate all inmate communication services (Inmate Telephone Service, Video Visitation Services, and Tablets) and related equipment at the County's Main Jail Facility, as operated by the Kings County Sheriff's Office and located at 1570 Kings County Dr. Hanford, CA 93230 ("County's Facility or Facility").
- 1.2. Contractor shall, at no cost to the County, provide Inmate Telephone Services ("ITS") to inmates at the County's Facility. Said ITS services shall allow inmates detained in the Facility to make free, collect, pre-paid, and/or debit local, long distance, and international calls from the Facility pursuant to the terms set forth herein. Contractor shall, at no cost to County, provide all wiring for the inmate telephones, and install the inmate telephones and related hardware and software necessary to provide ITS. Elements of **Attachment 1 – Mandatory Requirements** of the RFP are hereby incorporated into this Agreement and attached as **Attachment 1 – Scope of Work**. Details surrounding the County's Facility and required equipment are in **Attachment 1 - Scope of Work**.
- 1.3. Contractor shall provide a turnkey video visitation solution ("VVS"), which shall include, without limitation, automated scheduling software and completion of onsite and remote video visitation sessions. Contractor shall install and operate all video visitation stations and related equipment. Contractor shall, without cost to County, provide all wiring for the video visitation stations, and install the video visitation stations and related hardware and software specifically identified and necessary to enable visitors/end-users to schedule and complete onsite and remote video visitation sessions with inmates in the Facility.
- 1.4. Contractor shall provide a correctional-grade mobile device/tablet solution ("Tablets") at no cost to County. At a minimum, Tablets shall have the capability to access to various applications, including electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, grievances and commissary ordering. County reserves the right to add an ITS and/or VVS application to the Tablets.

- 1.5. Contractor shall provide County with other required technologies as described herein. Contractor shall provide debit release cards, a correctional grade intake kiosk (“Booking Kiosks”), a multi-function payment kiosk that allows end users to fund inmates’ debit and/or trust accounts (“Lobby Kiosks”), and electronic remote funding via telephone, mobile application, or website. Further, Contractor shall provide County with the required cellular phone detection equipment as described in **Attachment 1 – Scope of Work**.
- 1.6. This Agreement may be modified only by a written amendment signed by the parties.
- 1.7. This Agreement will remain in force until the designated termination date, or the Agreement is otherwise terminated in accordance with terms herein.
- 1.8. Work will not begin, nor claims paid for services under this Agreement until all Certificates of Insurance are on file with the County's Risk Manager.

2. TERM

- 1.9. This Agreement shall commence upon the Effective Date above and remain in force for an initial term of three (3) years with an expiration date of _____ (“Initial Term”). This Agreement shall not bind, nor purport to bind, County for any contractual commitment in excess of the Initial Term. However, County, at its sole option, shall have the right to renew this Agreement for two (2) additional one (1) year terms or on a month-to-month basis, not to exceed a total of twelve (12) months, prior to expiration of the Initial Term or renewal term of this Agreement. In the event County exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and any Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

3. CONTRACTOR RESPONSIBILITIES

- 1.10. Contractor shall agree to all terms and conditions set forth in this Agreement, and Contractor shall agree to the specifications including, but not limited to, the features and functionalities of the inmate telephone system (ITS), video visitation solution (VVS), correctional-grade mobile devices/tablets (“Tablets”), and other required technologies or additional technologies listed in **Attachment 1 - Scope of Work**. If County designates an agent to act on County’s behalf (“Designated Agent”), Contractor shall follow County’s direction in working with such Designated Agent.

NEGOTIATED TERMS

4. SURETY BOND

- 1.11. Contractor shall furnish a Surety Bond in the form of a bond issued by a Surety Company authorized to do business in the State of California, a Cashier’s Check, or Irrevocable Letter of Credit payable to County within ten (10) calendar days after the Agreement execution date and prior to any installation work or equipment delivery. The Surety Bond must be made payable to County in the amount of sixty-thousand dollars (\$60,000.00) and will be retained during the full period of the Agreement and/or renewal term(s). Personal or company checks are not acceptable. The

Agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond. In the event that the County exercises its option to extend the Agreement for an additional period, Contractor shall be required to maintain the validity and enforcement of the Surety Bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the Agreement renewal.

5. MINIMUM ANNUAL GUARANTEE

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

6. UPFRONT ANNUAL AMOUNT

- 1.12. Contractor shall pay County an upfront annual amount in the amount of \$_____ within five (5) days of the date the Agreement is executed by both parties and on the anniversary date of the Agreement each year.

7. REVENUE SHARE, PAYMENT AND REPORTING

- 1.13. Pursuant to Contractor’s response to RFP # ____ and BAFO, Contractor shall remit to County ____% revenue share to County on Gross Revenue generated by and through all inmate communication services. Gross Revenue for each revenue stream is defined in **Attachment 1- Scope of Work**.
- 1.14. County requires Contractor to remit a monthly administrative payment as indicated in **Attachment 1 – Scope of Work**.
- 1.15. County reserves the right to recoup from Contractor additional administrative and operational expenses (“Cost Recoupment Payment”) in connection with the provision of inmate communication services. Such Cost Recoupment Payment may take the form of a per-minute rate, flat monthly payment, or other fee structure. The Cost Recoupment Payment shall be due and payable upon receipt of the invoice by the Contractor. The County may accompany the Cost Recoupment Payment invoice with a supporting report documenting the administrative and operational expenses incurred by the County in association with inmate communication services covered by the Cost Recoupment Payment. The County does not require a Cost Recoupment Payment upon execution of the Agreement. In the event the County wishes to utilize its option to implement the Cost Recoupment Payment, then, at the County’s request, the County and Contractor shall negotiate in good faith an amendment to the Agreement reasonably acceptable to the County to document the County-imposed Cost Recoupment Payment. If Contractor and the County are unable to agree on such an Agreement amendment within thirty (30) days of the County’s request, the County may terminate the Agreement at its sole discretion and without penalty or liability to the County, and the County may select another provider.

8. RATES AND FEES

- 8.1. Unless specifically stated otherwise, both parties herein mutually agree upon the rates and fees for inmate telephone calls, inmate video visitation sessions and tablets as detailed in **Attachment 1 - Scope of Work**.

9. ADDITIONAL TECHNOLOGY

- 9.1. Contractor shall supply the following additional technologies that shall have all of the features and requirements specified in **Attachment 1 – Scope of Work**.

10. RECONCILIATION

- 10.1. County, or its Designated Agent, shall have the right from the Effective Date of this Agreement and for a period of seven (7) years after the termination date of this Agreement or any extensions of this Agreement, upon ten (10) business days' written notice, to fully reconcile or examine any and all of County information pertaining to this Agreement. County retains the right to have another independent agency of County's exclusive choice perform any or all reconciliations and examinations pertaining to this Agreement.
- 10.2. Contractor shall maintain accurate, complete, and reconcilable records in an electronic format, which detail the Gross Revenues from which revenue share payments can be determined for all inmate communications services (ITS, VVS, Tablets, Kiosks, and Debit Release Cards). The records shall include all CDRs, debit purchase or usage reports, VVS usage and revenue reports, Tablet usage and revenue reports, funding transaction reports, and all associated invoices and commissioning reports during the term of this Agreement and for no less than seven (7) years after the term of this Agreement. County shall have free access during normal works hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County
- 10.3. Contractor shall pay resolved and agreed upon amounts due plus, in the event the foregoing reconciliation reveals an amount due County at least 5% above the amount otherwise paid for the period reconciled, County's reasonable cost of reconciliation, all within thirty (30) days of the resolution date. If the agreed upon amounts are not paid within thirty (30) days, the amounts due to County will accrue interest at the rate of 1.5% per month, or the highest rate permitted by law (whichever is less) until such monies are paid.

11. ASSIGNMENT AND MERGERS/ACQUISITION

- 11.1. The services to be performed under the Agreement shall not be assigned, sublet, or transferred without thirty (30) days advance written notification to the County and then only upon Contractor's receipt of the County's written consent.
- 11.2. Upon receipt of the County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Contractor.
- 11.3. If during the Agreement term or any renewal term(s), Contractor merges or is acquired by another entity, the following documents must be submitted to the County:

- 11.3.1. Corporate resolutions prepared by Contractor and the new entity, which ratify acceptance of the Agreement and its terms, conditions, and processes in their entirety;
 - 11.3.2. New Federal Identification Number (FEIN) if applicable; and,
 - 11.3.3. New Certificates of Insurance or other documentation as requested by County.
- 11.4. Contractor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Contractor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Contractor of the responsibility for providing the products/services as described and set forth herein.

12. TERMINATION/DEFAULT

- 12.1. In the event Contractor fails to perform any terms or conditions of the Agreement, County may consider Contractor in default of the Agreement and supply Contractor written notice of such default. In the event said default is not remedied to the satisfaction and approval of County within thirty (30) calendar days of receipt of such notice, County may terminate the Agreement. Upon termination, Contractor shall adhere to the transition requirements as outlined in **Attachment 1 - Scope of Work**.
- 12.2. County may terminate this Agreement upon ninety (90) days written notice from County to Contractor without penalty. Upon termination, Contractor shall adhere to the transition requirements as outlined in **Attachment 1 – Scope of Work**.
- 12.3. Should Contractor for any reason be unable to satisfy the requirements contained in the Agreement, County, at its sole discretion, may call for the Surety Bond due, in part or in full for non-performance, and/or as liquidated damages.
- 12.4. Should a material change in the rules or policies of the FCC or other regulatory body applicable to inmate communication services occur following the execution of this Agreement, which affects: (i) the rates permitted to be charged by the Contractor to inmates under this Agreement; (ii) the right of the County to recover its costs; or (iii) the ability for Contractor to pay to the County a revenue share, fees (including, but not limited to, the cost recoupment payment), or other cost recovery mechanisms, then, at the County's request, Contractor and the County will negotiate an amendment to this Agreement in good faith that enables the County to fully recover its costs in a manner compliant with the change in the FCC's (or other regulatory body's) rules or policies. If Contractor and the County are unable to agree on such an amendment within 30 days of the County's request, the County may terminate this Agreement at its sole discretion and without penalty or liability to the County, and the County may select another inmate communication services provider.

13. INDEMNIFICATION

- 13.1. Contractor shall defend, indemnify, and hold County and its Board members, officials, employees, officers, and agents 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 this Agreement, for: (i) any actual or alleged negligence or dishonesty of, or any

actual or alleged act of commission or omission by Contractor or any of its directors, officials, employees, agents, successors, or subcontractors in providing the equipment and services hereunder; (ii) the operation of Contractor's business or the inmate communication services; (iii) any breach by Contractor of its obligations hereunder; or (iv) any alleged patent, copyright, or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the inmate communication services, except where such claims, demands, or liabilities are due to the negligence of County, its agents, or employees.

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

14. INSURANCE

- 14.1. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for the minimum limits indicated during the term of this Agreement and provide an original Certificate of Endorsement from Contractor's Insurance Carrier ("ACORD Certificate"), guaranteeing such coverage to County. Within ten (10) days of the Notice of Award, the ACORD Certificate shall be mailed as set forth under the Notice Section of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement without penalty.
- 14.2. Contractor shall provide County with a thirty (30) day advance written notice of cancellation or material changes in said insurance.
- 14.3. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.
- 14.4. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000) or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage shall include owned and non-owned vehicles used in connection with this Agreement.
- 14.5. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

- 14.6. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.
- 14.7. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if the County's Risk Manager gives prior approval.
- 14.8. Each of the above-required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.
- 14.9. Annual renewals for the term of this policy must be submitted prior to the expiration date of any policy.
- 14.10. County agrees to provide Contractor with reasonable and timely notice on any claim, demand, or cause of action made by or brought against County arising out of the service provided by Contractor. Contractor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 14.11. For any person or contractor with whom Contractor enters into a contract to provide the services defined in this Agreement, Contractor must:
 - 14.11.1. Provide a certificate of coverage for all persons providing services as defined in this 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 the California State Labor Code;
 - 14.11.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Contractor current certificate of coverage ends during the duration of the project;
 - 14.11.3. Retain all required certificates of coverage for the duration of the project and for two (2) years thereafter; and
 - 14.11.4. Notify County in writing, within ten (10) business days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

15. DISCREPANCY

- 15.1. Should a discrepancy or conflict among the specific provisions of this Agreement and its attachments, RFP # 2020-58 and its attachments and amendments, the Best and Final Offer ("BAFO"), and the Contractor's Proposal, the discrepancy or conflict shall be resolved as follows.
 - 15.1.1. The specific provisions of this Agreement will prevail over the RFP, its attachments and amendments, and the BAFO.

15.1.2. The RFP, its attachments and amendments, and the BAFO will prevail over the Contractor's Proposal.

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

16. PREVAILING WAGE; REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS FOR COMPLIANCE MONITORING

16.1. Contractor understands and agrees that a portion of the work performed under this Agreement is subject to prevailing wage as set forth in the California Labor Code. Contractor further understands and agrees that it shall bear sole responsibility for ensuring the enforcement thereof.

16.2. Contractor understands and agrees that it shall be required to register with and submit certified payrolls to the Department of Industrial Relations for compliance monitoring of the portion of work subject to prevailing wage.

17. SUBCONTRACTS

17.1. Any subcontracts for the products/services described herein shall include provisions to ensure fulfillment of relevant contractual obligations agreed to by Contractor and the County and ensure the County is indemnified by the subcontractor to the same extent as described in this Agreement.

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

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

18. FORCE MAJEURE

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

19. CONFLICT OF INTEREST

- 19.1. Contractor warrants that its employees or their immediate families or Board of Directors or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.
- 19.2. Contractor has an affirmative duty throughout the term of this Agreement and any extension of the Agreement to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

20. HEALTH AND SAFETY STANDARDS

- 20.1. Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Kings pursuant to the Injury and Illness Prevention Program.

21. NONDISCRIMINATION

- 21.1. In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, gender identity, or gender expression.
- 21.2. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

22. ADA COMPLIANCE

- 22.1. Contractor shall comply with the Americans with Disabilities Act, Title II and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.
- 22.2. Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall have available a copy of County's ADA grievance procedures and County's Grievance Form which are attached to this Agreement as **Attachment 2**.

23. NOTICE

- 23.1. Any notice required by this Agreement shall be supplied in writing in electronic format and/or delivered in person or by registered or certified mail addressed to the party's address listed below. Notice shall be presumed to have been received five (5) business days after it is deposited in a U.S. Postal Service depository.

FOR COUNTY
Kings County Sheriff's Office

FOR CONTRACTOR:
Contractor Name

Attn: Assistant Sheriff David Putnam
1570 Kings County Dr.
Hanford, CA 93230

Attn:
Address Line 1
Address Line 2

24. ADDITIONAL REQUIREMENTS AND SPECIFICATIONS

- 24.1. Contractor shall comply with all federal, state and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.
- 24.2. Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and any applicable California State laws, to the employees and all subcontractors to ensure the Facility maintains a drug free workplace. County reserves the right to review drug testing results of Contractor's personnel assigned to work at the Facility. County may require, at Contractor's expense, drug testing of Contractor's personnel if no drug testing records exist or if such test results are older than 6 months.

25. MISCELLANEOUS TERMS

25.1. **Independent Contractor**

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 County to exercise control over the manner or method by which Contractor or its subcontractor perform services under this Agreement.

25.2. **Interpretation**

This Agreement shall be interpreted and governed by the laws of the State of California. The parties agree that this Agreement was entered into in Kings County, the services to be provided will be provided in Kings County, and all other obligations to be performed under this Agreement will be fulfilled in Kings County. The parties therefore agree the proper venue for any action relating to this Agreement is Kings County, California.

25.3. **Severability**

If any part of this Agreement is contrary to any Federal, State, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision or applications. To that end, the provisions of this Agreement are declared to be severable. If any provision hereof is held invalid by a Court of competent jurisdiction that provision shall be automatically deleted and all remaining provisions shall remain in full force and effect.

25.4. **Entirety, Counterparts, Waiver, and Modification**

- 25.4.1 This Agreement, together with any attachments, represents the entire understanding between County and Contractor (collectively, "Parties") with respect to the subject matter hereof and supersedes all prior communications, agreements, and understandings relating thereto.

25.4.2 This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

25.4.3 In no event shall any act of forbearance by either Party constitute a waiver of any breach of this Agreement or any default, which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

25.4.4 This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

25.5. Confidentiality

25.5.1. Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

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

25.6. Dispute Resolution

The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the parties who have authority to settle the same. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Disputes or controversies related to this Agreement not resolved through negotiation within a period of sixty (60) days shall be governed by and interpreted in accordance with the laws of the State of California

without regard to its conflicts of law provisions. In the event of litigation relating to this Agreement, the parties agree to submit said dispute to the jurisdiction of California courts.

25.7. Limitation of Liability.

In no event shall either party be liable hereunder for loss of profits, loss of goodwill, consequential or punitive damages of any kind regardless of the form or theory of any claim and irrespective of whether such party has been advised of the possibility of such damages.

25.8. Contractor Costs and Taxes and Fees on Services

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

26. LIQUIDATED DAMAGES

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

LIQUIDATED DAMAGES	
Description	Amount
Tablets Any unauthorized applications, website accesses, or related breach of security whereby inmates are able to access unapproved networks, materials and/or content.	\$2,500.00 per unauthorized application, website access, or related breach of security. This amount would be applied to singular security events that affect the entire facility and will not be applied on a per-tablet basis.
All Inmate Communication Services Any charges/fees added to the called party's bill or account or inmate without the express written consent of County.	\$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
All Inmate Communication Services Unauthorized free calls, video visitation sessions or Tablet transactions completed by Contractor.	\$2.00 per completed, unauthorized free call.
All Inmate Communication Services Remote access to the ITS, VVS, Tablet or other required technology user application not provided at the time of initial implementation.	\$500.00 per month for each user application not provided by the due date specified.

<p>All Inmate Communication Services Revenue share payments, ITS traffic detail reports, CDRs, VVS detail reports, Tablet transaction reports, funding transaction reports and/or all other reports not containing the required fields, received by the County after the date specified in Attachment A: Section D (General Conditions). If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges/interest for all three shall apply. Revenue share payment discrepancies must be resolved by Contractor and to County's reasonable satisfaction, within thirty (30) days of receipt of notification of a discrepancy from the County and/or its Designated Agent or such discrepancy is subject to late charges, as described and/or termination of this Agreement at the sole discretion of the County and/or any legal course of action the County elects to pursue.</p>	<p>5% per month of the revenue share amount due.</p> <p>\$750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in Attachment A: Section D (General Conditions).</p> <p>\$100.00 per day for any daily CDR reports not submitted by Contractor, for each day where the CDR report does not contain all of the fields and information identified in Attachment A: Section D (General Conditions).</p>
<p>All Inmate Communication Services Any changes to the rates without the express written approval of County. Contractor must issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.</p>	<p>\$2.00 per completed call, video visitation session or Tablet transaction, which was rated/charged using the unauthorized rates(s).</p>
<p>All Inmate Communication Services Any bill types, transactions or applications implemented or removed regarding the processing and/or completion of inmate telephone calls, video visitation sessions or Tablet transactions without the express written consent of County.</p>	<p>\$500.00 per day for each day the bill type, transaction or applications is implemented or removed.</p>
<p>All Inmate Communication Services Due to Contractor's action(s), if any installation, initial or additionally requested, is not completed within the timeframe allowed in the agreed-upon implementation plan.</p>	<p>\$500.00 per day for each day the after the agreed-upon date until the installation is complete.</p>
<p>All Inmate Communication Services Contractor shall be responsible for resolving any reported repairs or replacements within 10 days following the date of notification of a service request or inmate communication or funding service failure ("Cure Period"). Should Contractor fail to resolve the reported repair or replacement</p>	<p>\$500.00 for each day after the Cure Period and for each reported repair or replacement that the Contractor fails to resolve, until each reported repair or replacement is resolved by Contractor.</p>

within the specified Cure Period, Contractor may be liable for liquidated damages.	
All Inmate Communication Services When County suffers one or more lost, unrecoverable or un-useable recording(s). County agrees to notify Contractor of such instances and provide up to 7 days per instance for Contractor to produce the call recordings.	\$1,000.00 per occurrence.
All Inmate Communication Services Contractor shall adhere to County's performance process when upgrading each inmate communications service, software, equipment, or performing any changes to the inmate communications, which affect the scope under this Agreement. Any deviation from the process may result in liquidated damages incurred by Contractor.	\$500.00 per occurrence.

27. Authority

Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

In Witness Whereof, the Parties have set their hands as on the day and year written below, acting through their authorized representatives.

KINGS COUNTY, CALIFORNIA

Authorized Signature

Typed or Printed Name, Chairman

ATTEST:

Name, Clerk to the Board

Date

APPROVED AS TO FORM:

Name, County Counsel

Name, Title, Sheriff's Office

CONTRACTOR NAME

Authorized Signature

Typed or Printed Name, Title

Date

ATTACHMENT 1

Scope of Work

ATTACHMENT 2

Kings County Grievance Procedure Under ADA or California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (“ADA”), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency’s Administrative Policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at (559) 852- 2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and Procedure No. 23. Please also note that the County’s Personnel Rules govern employment related complaints of disability discrimination. Please refer to sections 10200 to 10250 of the Personnel Rules regarding the County’s grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and a description of the problem(s). If you are viewing these instructions online at the County’s website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to persons with disabilities upon request.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but no later than sixty (60) calendar days after the alleged violation to:

**Kevin McAlister/ ADA Coordinator
County Government Center
1400 West Lacey Blvd
Hanford CA 93230**

**TEL (559) 852-2690
or California Relay 711**

FAX (559) 584-0865

ATTACHMENT 2 – Continued

Within fifteen (15) calendar days after receipt of the complaint, the ADA Coordinator or his designee will schedule a meeting with the complainant to discuss the complaint and possible resolutions. After an investigation and review, the ADA Coordinator will respond in writing, and where appropriate in a format accessible to the complainant. The response will explain the County's position on the issue and offer options for substantive resolution of the complaint.

If the response by ADA Coordinator does not resolve the issue to the satisfaction of the complainant, the complainant and/or his/her designee may appeal the decision within fifteen (15) calendar days after receipt of the response to the County Administrator.

After receiving the appeal, the County Administrator or his/her designee will review the appeal and the ADA Coordinator's findings. Within a reasonable period after a review, the County Administrator or his/her designee will respond with a final resolution to the complaint in writing and, where appropriate, in a format that is accessible to the complainant.

All written complaints received by ADA Coordinator or his/her designee, appeals to the County Administrator or his/her designee, and responses from these two offices will be retained by the County for at least three years.

ATTACHMENT 2 – Continued

Instructions: Please fill out this form completely. Sign and return as instructed on page two (2).

Person filling out this form: _____

Address: _____

City, State and Zip Code: _____

Telephone: _____

Email: _____

Preferred method of contact: _____ Telephone _____ Email

If filled out on behalf of person other than person listed above provide the following:

Name: _____

Address: _____

City, State, and Zip Code: _____

Telephone: _____

Circumstances related to the facts of complaint:

Date: _____

Location: _____

Details of complaint: _____

(Please be as specific as possible, and include the names and contact information of anyone who might have knowledge of the facts regarding the complaint. To help us to address your concerns promptly, please stick to the facts: who, what, when, where, and how. Please attach additional pages if necessary.)

Signature of person completing form:

Date: _____

ATTACHMENT 2 – Continued

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but no later than sixty (60) calendar days after the alleged violation to:

**Kevin McAlister/ ADA Coordinator
County Government Center
1400 West Lacey Blvd
Hanford CA 93230**

**TEL (559) 852-2690
or California Relay 711**

FAX (559) 584-0865

SECTION A - PROPOSER INSTRUCTIONS

For the avoidance of doubt, Kings County Sheriff's Office shall hereinafter be referred to as "County." Attachment 1 - Mandatory Requirements contains several sections identified by letter and title which outline the required communications solution. Below is a listing of all sections included in Attachment 1 - Mandatory Requirements.

Section A	— Proposer Instructions
Section B	— Instructions & Format
Section B.1	— Proposal Order
Section C	— Evaluation & Selection
Section C.1	— Evaluation Criteria
Section D	— General Conditions
Section E	— User Billing and Payments
Section F	— Customer Service
Section G	— General Installation Requirements
Section H	— ITS Requirements
Section I	— VVS Requirements
Section J	— Tablet Requirements
Section K	— Other Required Technology
Section L	— Facility Specifications
Section M	— Rates, Fees and Revenue Share
Section N	— Exceptions to the RFP
Section O	— Exceptions to Agreement Terms
Section P	— Receipt of Addenda
Section Q	— Proposer's Conference Registration Form

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

Proposer shall not reformat, sort, relabel, modify or change the sections included in Attachment 1 in any way other than to insert its Proposer Response and Proposer Comments (if needed).

SECTION B - RFP INSTRUCTIONS & FORMAT

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

SUBSECTION 1 - GENERAL FORMAT

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Format Requirements	Proposer 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. Proposer is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by County may be rejected without notification.	Read and Agree	
1.002	Format Requirements	The original RFP text, as well as any appendices, amendments, addenda or other correspondence related to this RFP may not be manually, electronically or otherwise altered by Proposer. Any Proposer proposal containing altered, deleted or additional non-original RFP text may be disqualified.	Read and Agree	
1.003	Format Requirements	Proposals shall be prepared on standard 8 1/2" x 11" or 8 1/2" x 14" paper with each page numbered.	Read and Agree	
1.004	Format Requirements	Each piece of paper, printed on both sides, counts as two (2) pages. For example, if the RFP response is allocated one hundred (100) pages, in print form it will be fifty (50) individual sheets of paper.	Read and Agree	
1.005	Format Requirements	Proposer's proposal shall contain the items listed in Section B.1 of this Attachment 1 and must conform to the page limits specified. If page limits are exceeded in any section County reserves the right to deem the extraneous pages as non-compliant and those pages will not be evaluated.	Read and Agree	
1.006	Format Requirements	The cover letter shall be printed on Proposer letterhead and signed by a company officer with the authority to bind and contract with County.	Read and Agree	
1.007	Format Requirements	The executive summary/ company overview shall be a concise summation of the Proposer's experience and qualifications and the proposed inmate communications solution presented in the Proposer's proposal. A brief description of the company and its structure, including, but not limited to, the name(s), business address(es), and telephone number(s) of the company's officers, directors, and associates, and the name(s) and address(es) of any parent or subsidiary companies.	Read and Agree	

SECTION B - RFP INSTRUCTIONS & FORMAT

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

1.008	Format Requirements	County requirements that are addressed only in the executive summary/company overview and not included the Proposer's proposal will be considered non-compliant.	Read and Agree	
1.009	Format Requirements	All information contained in Proposer’s proposal must be relevant to a section or numbered item of this RFP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.	Read and Agree	
1.010	Format Requirements	Photographs, graphics, tables and other visual aids included as part of any page-limited section are counted against the maximum page limit.	Read and Agree	
1.011	Format Requirements	Proposer may include complete client lists or general company information in the final attachment “Other Proposer Brochures/Documents” but must adhere to the page limit.	Read and Agree	
1.012	Format Requirements	Failure to follow the instructions in this RFP may, at County’s sole discretion, result in the rejection of Proposer’s proposal.	Read and Agree	
1.013	Format Requirements	All costs and expenses relating to the preparation and submission of Proposer’s proposal shall be the responsibility of Proposer.	Read and Agree	

SUBSECTION 2 - SUBMISSION OF PROPOSAL

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Submission of Proposal	All proposals failing to meet the Proposal Due Date will be returned to the Proposer unopened.	Read and Agree	
2.002	Submission of Proposal	Proposer 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 Proposer.	Read and Agree	
2.003	Submission of Proposal	Proposer may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. County will not accept any modifications to Proposer’s proposal after the Proposal Due Date except in connection with a requested Best and Final Offer.	Read and Agree	
2.004	Submission of Proposal	Proposer may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date specified in the RFP.	Read and Agree	
2.005	Submission of Proposal	Proposer is responsible for all errors or omissions contained in its proposal.	Read and Agree	

SECTION B - RFP INSTRUCTIONS & FORMAT

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

SUBSECTION 3 - QUESTIONS OR COMMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	Proposer Questions	Any questions and/or comments submitted by the Proposers after the due date may not be answered by County.	Read and Agree	
3.002	Proposer Questions	Only written communication executed by County in the form of an amendment or addendum shall be considered binding.	Read and Agree	

SUBSECTION 4 - RFP SPECIFICATION CHANGES

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

SUBSECTION 5 - CONFIDENTIALITY

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	Confidentiality	Any and all information provided in a proposal will be subject to disclosure under the California Public Records Act ("CPRA") unless marked CONFIDENTIAL and submitted separately under seal. Information submitted separately will be reviewed by the County for exceptions to the CPRA.	Read and Agree	
5.002	Confidentiality	Proposer 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.	Read and Agree	

SECTION B - RFP INSTRUCTIONS & FORMAT

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

5.003	Confidentiality	County does NOT guarantee that information provided by a Proposer under a claim of confidentiality will not be subject to disclosure under the CPRA. In the event the County determines information over which the Proposer claimed confidentiality is subject to disclosure under the CPRA, the County will notify the Proposer of that determination prior to disclosure of the information	Read and Agree	
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SUBSECTION 6 - ACCEPTANCE PERIOD

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
6.001	Acceptance Period	Proposer's submission of a proposal indicates Proposer agrees the proposal will remain valid for a minimum of one hundred twenty (120) days from the Proposal Due Date ("Acceptance Period"). A proposal requesting less than one hundred twenty (120) days may be rejected. Proposer may specify a longer Acceptance Period.	Read and Agree	
6.002	Acceptance Period	If Proposer's Proposal is accepted within the Acceptance Period, Proposer 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.	Read and Agree	
6.003	Acceptance Period	County shall create an Agreement resulting from this RFP, which shall incorporate Attachment 1 - Mandatory Requirements, Attachment 2 - Agreement Terms, Best and Final Offer and Proposer's RFP response . The terms may be subject to further negotiation and approval before County may be legally bound thereby. If satisfactory negotiations with the selected Proposer cannot be negotiated in a reasonable time, County, in its sole discretion, may begin Agreement negotiations with the next Proposer.	Read and Agree	
6.004	Acceptance Period	The awarded Proposer shall not unduly delay negotiations or execution of an Agreement. Proposer is expected to respond promptly to County's requests.	Read and Agree	

SECTION B.1 - PROPOSAL ORDER

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section M (Exceptions to RFP).

Item	Maximum Page Limit
County Exhibit A - SIGNATURE PAGE in Main RFP Document	1
COVER LETTER	1
TABLE OF CONTENTS	3
EXECUTIVE SUMMARY/ COMPANY OVERVIEW	6
County Exhibit B - SUBCONTRACTOR LIST in Main RFP Document	2
County Exhibit D - AFFIDAVIT OF NON-COLLUSION in Main RFP Document	1
PROPOSER'S PROPOSAL Sections 4 through 6 of the Main RFP document including all subsections and numbered items.	125
County Exhibit C - REFERENCES LIST in Main RFP Document	3
RFP ATTACHMENT 1: MANDATORY REQUIREMENTS Sections B through P including all subsections and numbered items.	No page limit
Proposer Exhibit 1: Proposer Documentation, California Business Registrations & Licenses, FCC Documents	No page limit
Proposer Exhibit 2: Proposer Financial Statements, including Dun & Bradstreet Reports or equivalent.	No page limit
Proposer Exhibit 3: Resumes	2 pages per resume
Proposer Exhibit 4: Implementation Plan(s)	8
Proposer Exhibit 5: Disaster Recovery Plan	4
Proposer Exhibit 6: Service Escalation Matrix	2
Proposer Exhibit 7: Maintenance Policies/Procedures	10
Proposer Exhibit 8: System Report and File Samples	14
Proposer Exhibit 9: Equipment Specification Sheets	10
Proposer Exhibit 10: Sample Training Plan and User Documentation	14
Proposer Exhibit 11: Additional Technology Documentation	20
Proposer Exhibit 12: Other Proposer Brochures/Documents	10

Proposer Response

Read and Agree

SECTION C - EVALUATION & SELECTION

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

SUBSECTION 1 - EVALUATION FACTORS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Evaluation	County shall conduct a comprehensive evaluation of all proposals.	Read and Agree	
1.002	Evaluation	Proposals will be evaluated by County's evaluation committee who shall review, evaluate and verify information submitted by Proposer accordance with Attachment 1, Section C.1 (Evaluation Criteria) and the process as outlined in this section (Section C).	Read and Agree	
1.003	Evaluation	Each Proposer is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each proposer the maximum score based on the available data submitted by the proposer.	Read and Agree	
1.004	Evaluation	The top three scoring Proposers may be asked to conduct a technology presentation of their proposed systems at a date and time to be determined by the County. If a technology presentation is requested, it shall be part of the weighted evaluation criteria outlined in Attachment 1, Section C.1 (Evaluation Criteria) .	Read and Agree	
1.005	Evaluation	County expressly reserves the right to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of technology, revenue share offered and other evaluation factors set forth in Attachment 1, Section C.1 (Evaluation Criteria) .	Read and Agree	

SUBSECTION 2 -BEST AND FINAL OFFER

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Best and Final Offer	County may request a Best and Final Offer (BAFO) from selected Proposer(s). A BAFO allows Proposer an opportunity to clarify or supplement its original proposal. Selected Proposers will be contacted in writing by County requesting the submission of Proposer’s BAFO. The BAFO will be in the form of an addendum to this RFP and Proposer's submitted proposal.	Read and Agree	
2.002	Best and Final Offer	If a BAFO is requested, it shall be part of the weighted evaluation criteria outlined in Attachment 1, Section C.1 (Evaluation Criteria) .	Read and Agree	

SECTION C - EVALUATION & SELECTION

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

SUBSECTION 3 - NEGOTIATION OF PROPOSAL

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

SUBSECTION 4 - PROPOSAL SELECTION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	Proposal Selection	The Proposer with the highest revenue share offer is not guaranteed award of an Agreement.	Read and Agree	
4.002	Proposal Selection	County reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Proposer’s proposal.	Read and Agree	Securus is not granting any rights in any of its intellectual properties by submitting this proposal.
4.003	Proposal Selection	County reserves the right to review Proposer’s contracts with its subcontractors to ascertain whether Proposer has the necessary operational systems in place to fulfill the requirements of this RFP.	Read and Agree	Subject to adequate confidentiality protections.
4.004	Proposal Selection	County reserves the right to request clarification from Proposers during the evaluation of proposals. Such clarification is intended to assist County in awarding an Agreement that is most advantageous to County.	Read and Agree	

SECTION C - EVALUATION & SELECTION

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

4.005	Proposal Selection	County reserves the right, in its sole judgment, to accept the proposal which is determined by County to be the best proposal resulting from this RFP, with or without negotiation, and BAFO.	Read and Agree	
4.006	Proposal Selection	County expressly reserves the right to accept or reject any or all proposals, modifications, or alterations or waive any technicalities or provisions, with or without cause.	Read and Agree	
4.007	Proposal Selection	County reserves the right to award an Agreement to the next most qualified Proposer if the awarded Proposer does not furnish all items and services required in this RFP, its amendment(s) and/or addenda and negotiated Agreement.	Read and Agree	
4.008	Proposal Selection	Proposals that do not meet the requirements set forth in the RFP, its amendment(s) and/or addenda, may be considered non-compliant and may be disqualified. County may reject Proposer's proposal for any of, but not be limited to, the following:	Read and Agree	
4.009	Proposal Selection	Evidence of collusion with or among other Proposers submitting a proposal.	Read and Agree	
4.010	Proposal Selection	Inappropriate contact of County's employees or any employee at the Facility regarding this RFP during the RFP process by Proposer may result in County's rejection of Proposer's proposal.	Read and Agree	
4.011	Proposal Selection	Incorrect or contradictory information and/or false statements included in Proposer's proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.	Read and Agree	

SUBSECTION 5 - FINAL DECISION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	Final Decision	Each Proposer that submitted a proposal will receive written notification of County's final decision.	Read and Agree	
5.002	Final Decision	The County has the sole right to determine the successful Proposer.	Read and Agree	

SUBSECTION 6 - PROTEST OF AWARD

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

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

6.001	Protest of Award	In the event of a protest, Proposer shall furnish a bond along with its protest submission in the form of a Surety Bond, Cashier’s Check or Irrevocable Letter of Credit (“Protest Bond”) issued by a company authorized to do business in the state of California. The Protest Bond must be made payable to County in the amount of \$90,000.00. If the protestor prevails, the Protest Bond will be returned to the protestor. If the protestor does not prevail, the Protest Bond shall be retained by County.	Read and Agree	
6.002	Protest of Award	Protests of the announcement of the award must be made within five (5) working days of the date of the Notice of Intent to Award.	Read and Agree	
6.003	Protest of Award	Any objection to County’s final decision will be handled according to applicable state and local procurement laws.	Read and Agree	
6.004	Protest of Award	Protests must include the following information:	Read and Agree	
6.005	Protest of Award	The name, address, telephone number, and email address of the protesting	Read and Agree	
6.006	Protest of Award	The signature of the protesting Proposer or the representative of the Proposer;	Read and Agree	
6.007	Protest of Award	The RFP number;	Read and Agree	
6.008	Protest of Award	A detailed statement of the legal or factual basis for the protest;	Read and Agree	
6.009	Protest of Award	All documents or other records that support the Proposer’s basis for the protest;	Read and Agree	
6.01	Protest of Award	The form of relief requested; and	Read and Agree	
6.011	Protest of Award	Acknowledgment of the Proposer’s willingness to accept any and all notices or decisions regarding this protest and any resulting appeal via email.	Read and Agree	
6.012	Protest of Award	Protests will be considered and responded to by the Purchasing Manager or designee within five (5) working days of the receipt of the protest. In the event the protesting Proposer wishes to appeal the decision of the Purchasing Manager or designee, said appeal shall be presented in writing to the Clerk of the Board within five (5) working days of the date of the Purchasing Manager’s response.	Read and Agree	
6.013	Protest of Award	Proposers appealing the Purchasing Manager’s decision must work with the Clerk of the Board to schedule a hearing of the Proposer’s appeal on the Board’s agenda for the next regular meeting. The hearing will be conducted informally and will not be a full evidentiary hearing. However, the Proposer and the County will be given the opportunity to present arguments and provide evidence at the hearing.	Read and Agree	

SECTION C - EVALUATION & SELECTION

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

6.014	Protest of Award	Any evidence to be presented at the hearing must be presented to the Clerk of the Board and the Purchasing Manager at least three (3) working days prior to the scheduled hearing. Proposers may be represented by counsel, but the rules of evidence governing civil proceedings will not apply to this hearing.	Read and Agree	
6.015	Protest of Award	The Board will issue its decision either orally at the hearing or in writing within three (3) working days of the hearing.	Read and Agree	
6.016	Protest of Award	Any costs incurred by a Proposer in filing and pursuing a protest or appeal shall be the sole responsibility of the Proposer. The County shall not reimburse the Proposer for the costs of a protest or appeal, even if the protest or appeal results in a favorable outcome for the Proposer.	Read and Agree	
6.017	Protest of Award	The procedures set forth above are mandatory and constitute a Proposer’s sole and exclusive remedy in the event of a protest or appeal of the RFP or the award thereof. Failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest or appeal, including filing a claim or initiating legal proceedings. In addition, failure to appear at the hearing set for an appeal shall constitute a waiver of the Proposer’s right to appeal.	Read and Agree	
6.018	Protest of Award	The County reserves the right to extend any of the above timeframes as necessary. Said extensions shall be communicated to the protesting Proposer in writing via email.	Read and Agree	

**2020 Kings County CA RFP Attachment 1 - Mandatory Requirements_UPDATED
082020(19117.1).xlsx**

SECTION C.1 - EVALUATION CRITERIA

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section N (Exceptions to RFP).

Considered Items	Weight Amount
Core Technologies: ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Other Additional Technology, Additional Technology	25%
Financial Transparency: Proposer Information, Validation, Available Options, End-User Payment Options, References	10%
Service: Disaster Recovery, Proposer Personnel, Customer Service, Maintenance	15%
Overall Compliance/Exceptions: RFP and Agreement Terms	5%
Cost Proposal: Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal	20%
Oral Presentations: County reserves the right to require Oral Presentations to verify or expand on Proposer's proposal. The top three (3) highest ranking Proposers will be invited with scheduling at the discretion of the County.	15%
Best and Final Offer: County reserves the right to request Proposer to clarify, supplement or update its proposal.	10%
TOTAL	100%

Proposer Response
Read and Agree

SECTION D - GENERAL CONDITIONS

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

SUBSECTION 1 - PROJECT SCOPE

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Project Scope	County requires a turn-key inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid card, debit and free calls and visitation sessions. Proposer shall install and operate all inmate and visitation telephones, and related equipment. Proposer shall, without cost to County, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid card, debit and free calls and visitation sessions from the Facility. Additional details regarding County's mandatory ITS requirements can be found in Attachment 1, Section H (ITS Requirements) .	Read and Agree	
1.002	Project Scope	County requires a turn-key video visitation solution (VVS) which shall include, without limitation, automated scheduling software, completion of onsite and remote video visitation sessions. Proposer shall install and operate all video visitation stations and related equipment. Proposer shall, without cost to County, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete onsite and remote video visitation sessions with inmates at the Facility. Additional details regarding County's mandatory VVS requirements can be found in Attachment 1, Section I (VVS Requirements) .	Read and Agree	
1.003	Project Scope	County is seeking a correctional-grade mobile device/tablet solution (“Tablets”) at no cost the County. The Tablets shall, at a minimum, have the capability to access various applications including electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, grievances and commissary ordering. County reserves the right to add an ITS and/or VVS application to the Tablets. Additional details regarding County's mandatory Tablet requirements can be found in Attachment 1, Section J (Tablet Requirements) .	Read and Agree	

SECTION D - GENERAL CONDITIONS

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

1.004	Project Scope	County is seeking electronic funding at no cost to County. The electronic funding shall, at a minimum, have the capability to remotely load funds to an inmate's debit and/or trust account via telephone, online, or mobile application. Additional details regarding County's mandatory electronic funding requirements can be found in Attachment 1, Section K (Other Required Technology) .	Read and Agree	
1.005	Project Scope	County is seeking lobby and booking payment kiosks ("Kiosks") for their Facility at no cost to County. The Kiosks shall, at a minimum, have the capability to load funds to an inmate's debit and/or trust accounts. Additional details regarding County's mandatory Kiosk requirements can be found in Attachment 1, Section K (Other Required Technology) .	Read and Agree	
1.006	Project Scope	County is seeking a debit release card solution at no cost to County and no/limited fees to the inmate. Additional details regarding County's mandatory ITS requirements can be found in Attachment 1, Section K (Other Required Technology) .		

SUBSECTION 2 -ITS REVENUE SHARE, PAYMENT AND REPORTING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Reporting and Payments	Gross Revenue generated by and through the proposed ITS consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Proposer that are in any way connected to the provision of ITS 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/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls); additional fees and/or charges added to the total cost of a call or added to the called party's bill; or any other compensation received by Proposer.	Read and Agree	
2.002	Reporting and Payments	Proposer shall not reduce total Gross Revenue (as defined above) for any deductions associated with fees, adjusted durations, unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Proposer expense.	Read and Agree	

SECTION D - GENERAL CONDITIONS

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

2.003	Reporting and Payments	Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facility must be approved by County prior to implementation.	Read and Agree	
2.004	Reporting and Payments	County shall notify Proposer of any unapproved additional fees and/or charges associated with ITS of which County becomes aware are. The unapproved fees and/or charges are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .	Read and Agree	
2.005	Reporting and Payments	Should County and Proposer mutually agree that the charges/fees are to be discontinued, Proposer 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.	Read and Agree	
2.006	Reporting and Payments	Notwithstanding the foregoing, Gross Revenue does not include the following items:	Read and Agree	
2.007	Reporting and Payments	Required regulatory charges and taxes that are intended to be paid by the called party or inmate and then remitted 100% by the billing party to the appropriate governmental agency.	Read and Agree	
2.008	Reporting and Payments	A "Free" call shall be defined as a call not generating any revenue or compensation for Proposer. Calls to telephone numbers that appear on the free call list supplied by County or from inmate telephones approved by County to process free calls shall not generate revenue or compensation for Proposer and shall not be eligible for revenue share to County. Only those numbers designated by County on the free call list and inmate telephones approved by County to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Proposer receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and eligible for revenue share to County. Unauthorized free calls are subject to liquidated damages as specified in Attachment 2 -Agreement Terms .	Read and Agree	
2.009	Reporting and Payments	Complimentary calls associated with Proposer's pre-paid collect program are not included in Gross Revenue and revenue share is not payable by Proposer.	Read and Agree	

SECTION D - GENERAL CONDITIONS

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2.010	Reporting and Payments	Pre-Paid Collect Funding Fees - Pre-paid collect funding fees are defined as fees imposed on called parties who set up or fund a pre-paid collect account with Proposer or a third party (i.e. Western Union) to accept calls. The pre-paid collect funding fee shall not be applied on a per-call basis. All pre-paid collect fees must be approved by County and are subject to liquidated damages as specified in Attachment 2 - Agreement Terms.	Read and Agree	
2.011	Reporting and Payments	Collect Billing Fees - Collect billing fees shall be defined as fees charged to the called parties for processing a collect call on a LEC telephone bill or obtaining a hard copy bill of a direct bill account. The collect billing fee shall not be applied on a per-call basis. All collect billing fees must be approved by County and are subject to liquidated damages as specified in Attachment 2 - Agreement Terms.	Read and Agree	
2.012	Reporting and Payments	A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail as acceptance). The call shall be deemed complete and eligible for revenue share regardless if Proposer can bill or collect revenue on the call.	Read and Agree	
2.013	Reporting and Payments	Proposer agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates, including but not limited to any and all taxes as applicable for the ITS services such as collect, debit, pre-paid and any other calls.	Read and Agree	

SECTION D - GENERAL CONDITIONS

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2.014	Reporting and Payments	Proposer may, upon request from County, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Proposer is solely responsible for obtaining a resale certificate from the commissary provider. Proposer is responsible for obtaining all proper documentation from the commissary provider. Proposer's agreement with the commissary provider must address the requirements set forth in this section.	Read and Agree	
2.015	Reporting and Payments	Revenue share for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable as described in this Attachment 1, Section D (General Conditions) .	Read and Agree	
2.016	Reporting and Payments	Payments and reports for ITS are due to County on or before the fifteenth (15th) day of the month following the traffic month.	Read and Do Not Agree	Securus provides all payments and reporting to the customer by the 25th of the month following the traffic month.
2.017	Reporting and Payments	Proposer shall provide monthly revenue share/cost recoupment payments and traffic detail reports to County via these methods:	Read and Agree	
2.018	Reporting and Payments	County requests that all payments be sent via wire transfer; and	Read and Agree	
2.019	Reporting and Payments	County requires that the traffic detail reports be sent electronically in Comma Separated Values (CSV) format.	Read and Agree	
2.020	Reporting and Payments	Traffic detail reports shall include a detailed breakdown of all ITS activity, including but not limited to all collect, pre-paid and debit calls for each inmate telephone at the Facility:	Read and Agree	
2.021	Reporting and Payments	Facility Name;	Read and Agree	
2.022	Reporting and Payments	Facility Identification Number/Agency Identification Number;	Read and Agree	
2.023	Reporting and Payments	Facility Address (Street, City, State and Zip);	Read and Do Not Agree	This data point is not included as part of a standard Securus stratification report for Praeses accounts.
2.024	Reporting and Payments	Automatic Number Identifier;	Read and Agree	
2.025	Reporting and Payments	Inmate Telephone Station Port/Identifier;	Read and Agree	

SECTION D - GENERAL CONDITIONS

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2.026	Reporting and Payments	Inmate Telephone Location Name;	Read and Do Not Agree	This data point is not included as part of a standard Securus stratification report for Praeses accounts.
2.027	Reporting and Payments	Local Calls, Minutes, Gross Revenue (Per Inmate Telephone);	Read and Agree	
2.028	Reporting and Payments	Intralata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);	Read and Agree	
2.029	Reporting and Payments	Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);	Read and Agree	
2.030	Reporting and Payments	Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);	Read and Agree	
2.031	Reporting and Payments	Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);	Read and Agree	
2.032	Reporting and Payments	Domestic International Calls, Minutes Gross Revenue (Per Inmate Telephone);	Read and Agree	
2.033	Reporting and Payments	International Calls, Minutes Gross Revenue (Per Inmate Telephone);	Read and Agree	
2.034	Reporting and Payments	Revenue Share Rate (%);	Read and Do Not Agree	This data point is not included as part of a standard Securus stratification report for Praeses accounts.
2.035	Reporting and Payments	Total Calls, Minutes, Gross Revenue and Revenue Share Amount (Per Inmate Telephone); and	Read and Agree	
2.036	Reporting and Payments	Traffic Period and Dates.	Read and Agree	
2.037	Reporting and Payments	Proposer shall include a sample Traffic Detail Report (showing all fields available, including those specified above and additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included shall be considered exceptions. The sample Traffic Detail Report shall be included in Proposer's proposal as outlined in Attachment 1, Section B.1 (Proposal Order) .	Read and Agree	
2.038	Reporting and Payments	Proposer shall provide daily raw Call Detail Records (CDRs) the next business day following the day of traffic and monthly billing files to County no later than the fifteenth (15th) day of the month following the traffic month.	Read and Do Not Agree	Securus provides all payments and reporting to the customer by the 25th of the month following the traffic month.
2.039	Reporting and Payments	The daily raw CDRs shall contain all calls (both attempted and completed) which originate from the Facility for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields:	Read and Agree	

SECTION D - GENERAL CONDITIONS

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2.040	Reporting and Payments	Facility Name;	Read and Agree	
2.041	Reporting and Payments	Facility Identification Number;	Read and Do Not Agree	This data point is not included as part of a standard Securus stratification report for Praeses accounts.
2.042	Reporting and Payments	Agency Identification Number;	Read and Agree	
2.043	Reporting and Payments	From ANI;	Read and Agree	
2.044	Reporting and Payments	To ANI;	Read and Do Not Agree	This data point is not included as part of a standard Securus stratification report for Praeses accounts.
2.045	Reporting and Payments	Batch Number / ID;	Read and Do Not Agree	This data point is not included as part of a standard Securus stratification report for Praeses accounts.
2.046	Reporting and Payments	From City;	Read and Agree	
2.047	Reporting and Payments	From State;	Read and Agree	
2.048	Reporting and Payments	To City;	Read and Agree	
2.049	Reporting and Payments	To State;	Read and Agree	
2.050	Reporting and Payments	Station Port/Identifier;	Read and Agree	
2.051	Reporting and Payments	Phone Name or Location;	Read and Agree	
2.052	Reporting and Payments	Inmate Name;	Read and Do Not Agree	Inmate name is protected under United States CPNI (Customer Proprietary Network Information). The Telecommunications Act of 1996 together with clarification from the Federal Communications Commission (FCC) prohibits the use of this information without customer permission. Securus is not legally allowed to release inmate name information.
2.053	Reporting and Payments	Inmate Identification Number;	Read and Agree	
2.054	Reporting and Payments	Personal Identification Number;	Read and Agree	
2.055	Reporting and Payments	Revenue Period;	Read and Agree	

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2.056	Reporting and Payments	Call Start (yymmdd; mmss);	Read and Agree	
2.057	Reporting and Payments	Call End (yymmdd; mmss);	Read and Agree	
2.058	Reporting and Payments	Seconds;	Read and Agree	
2.059	Reporting and Payments	Call Type (e.g. local, etc.);	Read and Agree	
2.060	Reporting and Payments	Bill Type (e.g. free, collect, etc.);	Read and Agree	
2.061	Reporting and Payments	Call Cost;	Read and Agree	
2.062	Reporting and Payments	Tax;	Read and Agree	
2.063	Reporting and Payments	Validation Result;	Read and Do Not Agree	This data point is not included as part of a standard Securus stratification report for Praeses accounts.
2.064	Reporting and Payments	Termination Reason;	Read and Agree	
2.065	Reporting and Payments	LIDB Status/Code; and	Read and Agree	
2.066	Reporting and Payments	Completion/Accept Indicator.	Read and Agree	
2.067	Reporting and Payments	Proposer shall provide a sample CDR (showing all raw fields available, including those specified above and additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included shall be considered exceptions. The sample CDR file shall be included in Proposer's response as outlined in Attachment 1, Section B.1 (Proposal Order) .	Read and Agree	
2.068	Reporting and Payments	Proposer shall provide a miscellaneous charges/fees report which shall include a breakdown of all charges and fees applied to (without limitation) ITS calls and shared inmate communication services funding accounts from the Facility covered under the RFP and subsequent Agreement, including but not limited to:	Read and Agree	
2.069	Reporting and Payments	Facility Identification Number;	Read and Agree	
2.070	Reporting and Payments	Date;	Read and Agree	
2.071	Reporting and Payments	Customer Identification Number;	Read and Do Not Agree	This data point is not included as part of a standard Securus stratification report for Praeses accounts.
2.072	Reporting and Payments	To ANI;	Read and Agree	
2.073	Reporting and Payments	Billed Account;	Read and Agree	
2.074	Reporting and Payments	Transaction Type;	Read and Agree	

SECTION D - GENERAL CONDITIONS

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2.075	Reporting and Payments	Bill Type	Read and Agree	
2.076	Reporting and Payments	Fee Type;	Read and Agree	
2.077	Reporting and Payments	Instance Type; and	Read and Agree	
2.078	Reporting and Payments	Fee Amount.	Read and Agree	
2.079	Reporting and Payments	Proposer shall provide a sample miscellaneous charges/fees report (showing all raw fields available, including those specified above and additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included shall be considered exceptions. The sample file shall be included in Proposer's response as outlined in Attachment 1, Section B.1 (Proposal Order) .	Read and Agree	
2.080	Reporting and Payments	Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .	Read and Do Not Agree	As noted in the Exceptions, Securus does not provide all required reporting fields. Securus will provide all payments and reporting for the Customer by the 25th day of the month following the traffic month.

SUBSECTION 3 - VVS REVENUE SHARE, PAYMENT AND REPORTING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	VVS Reporting and Payments	VVS Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Proposer and in any way connected to the provision of video visitation service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total cost to visitors or inmates for the completion/scheduling of all remote video visitation sessions, or any other compensation received by Proposer for the completion of all remote video visitation sessions.	Read and Agree	
3.002	VVS Reporting and Payments	Notwithstanding the foregoing, Gross Revenue does not include the following items:	Read and Agree	

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3.003	VVS Reporting and Payments	A "Free" video visitation session defined as a video visitation session not generating any revenue or compensation for Proposer. Approved video visitation sessions included on the free video visitation list shall not generate any revenue or compensation for Proposer and shall not be eligible for revenue share to County. Only those visitors or inmates designated by County to process free video visitation sessions shall be marked as "Free" in the VVS and designated as such in the VVS detail records. In the event Proposer collects any revenue or compensation, notwithstanding the source, from any third party related to a completed/scheduled video visitation session, such amounts shall be included in Gross Revenue and eligible for revenue share to County.	Read and Agree	
3.004	VVS Reporting and Payments	Required regulatory charges and taxes that are intended to be paid by the visitor or inmate and then remitted 100% by the billing party to the appropriate governmental agency.	Read and Agree	
3.005	VVS Reporting and Payments	If Proposer receives revenue or compensation, notwithstanding the source, from any third party related to a completed video visitation session between an inmate and a visitor, such revenue shall be included in Gross Revenue and revenue share shall be payable to County.	Read and Agree	Securus does not pay commissions on revenues from other third parties on any products.
3.006	VVS Reporting and Payments	Any additional fees to be charged to inmates or visitors for video visitation sessions from the Facility must be approved by County prior to implementation. County and Proposer shall mutually agree on the method of revenue share due to County associated with the additional charges/fees.	Read and Agree	
3.007	VVS Reporting and Payments	County shall notify Proposer of any unapproved fees and/or charges associated with the VVS of which County becomes aware. Unapproved fees and/or charges are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .	Read and Agree	
3.008	VVS Reporting and Payments	Should County and Proposer mutually agree that the charges/fees are to be discontinued, Proposer shall refund each visitor or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.	Read and Agree	

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3.009	VVS Reporting and Payments	A video visitation session is deemed complete and considered part of Gross Revenue (as described above), when the video visitation session is scheduled and a connection is made by both parties.	Read and Agree	
3.010	VVS Reporting and Payments	Payments and reports for video visitation sessions are due to County on or before the fifteenth (15th) day of the month following the activity/session month.	Read and Do Not Agree	Securus provides all payments and reporting to the customer by the 25th of the month following the traffic month.
3.011	VVS Reporting and Payments	Proposer shall provide monthly video visitation detail records, in CSV format, which shall include a detailed breakdown of activity for all video visitation sessions, including but not limited to:	Read and Agree	
3.012	VVS Reporting and Payments	Facility Name;	Read and Agree	
3.013	VVS Reporting and Payments	Facility Identification Number/Site Identification Number;	Read and Agree	
3.014	VVS Reporting and Payments	VVS Station Identifier;	Read and Agree	
3.015	VVS Reporting and Payments	VVS Station Location Name;	Read and Agree	
3.016	VVS Reporting and Payments	Onsite Video Visitation Sessions, Minutes (Per VVS Station);	Read and Agree	
3.017	VVS Reporting and Payments	Free Video Visitation Sessions, Minutes (Per VVS Station);	Read and Agree	
3.018	VVS Reporting and Payments	Facility to Facility Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station);	Read and Agree	
3.019	VVS Reporting and Payments	Remote Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station);	Read and Agree	
3.020	VVS Reporting and Payments	Revenue Share (Per VVS Station);	Read and Agree	
3.021	VVS Reporting and Payments	Total Video Visitation Sessions, Minutes Gross Revenue; and	Read and Agree	
3.022	VVS Reporting and Payments	Traffic Period and Dates.	Read and Agree	

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3.023	VVS Reporting and Payments	Proposer shall provide a sample video visitation detail record report (showing all raw fields available, including those specified above and any additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included shall be considered exceptions. The sample video visitation record report shall be included in Proposer's response as outlined in Attachment 1, Section B.1 (Proposal Order) .	Read and Agree	
3.024	VVS Reporting and Payments	Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .	Read and Agree	

SUBSECTION 4 - TABLET REVENUE SHARE, PAYMENT AND REPORTING

REQUIREMENT	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	Tablet Reporting and Payments	Gross Revenue generated by and through the proposed Tablet solution consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Proposer in any way connected to the provision of Tablets pursuant to the RFP. Gross Revenue includes, by way of example and not limitation, all of the following: all per minute fees, application charges, equipment costs and any additional fees/charges generated by the accessibility of Tablets and all additional fees charged to the end-user or inmate and any other compensation received by Proposer.	Read and Agree	
4.002	Tablet Reporting and Payments	Proposer shall absorb all costs of providing Tablets including the provision of support, maintenance, necessary hardware, software, bandwidth, wiring, infrastructure, fee collection and accounting.	Read and Agree	
4.003	Tablet Reporting and Payments	Notwithstanding the foregoing, Gross Revenue does not include the following items:	Read and Agree	

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4.004	Tablet Reporting and Payments	A "Free" transaction or application defined as a transaction or application not generating any revenue or compensation for Proposer. Approved Tablet transactions or applications shall not generate any revenue or compensation for Proposer and shall not be eligible for revenue share to County. Only those transactions or applications designated by County as "free" shall be marked as "Free" in the Tablet solution and designated as such in the Tablet detail records. In the event Proposer collects any revenue or compensation, notwithstanding the source, from any third party related to Tablet transactions or applications, such amounts shall be included in Gross Revenue and eligible for revenue share to County.	Read and Agree	
4.005	Tablet Reporting and Payments	Required regulatory charges and taxes that are intended to be paid by the end-user or inmate and then remitted 100% by the billing party to the appropriate governmental agency.	Read and Agree	
4.006	Tablet Reporting and Payments	If Proposer receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Revenue and Proposer shall pay a revenue share to County.	Read and Agree	Securus does not pay commissions on revenues from other third parties on any products.
4.007	Tablet Reporting and Payments	Any additional fees to be charged to end-users or inmates for the use of Tablets or Tablet applications at the Facility must be approved by County prior to implementation. County and Proposer shall mutually agree on the method for revenue share due County associated with the additional charges/fees.	Read and Agree	
4.008	Tablet Reporting and Payments	County shall notify Proposer of any unapproved additional fees and/or charges associated with the use of Tablets of which County becomes aware. The unapproved fees and/or charges are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .	Read and Agree	
4.009	Tablet Reporting and Payments	Should County and Proposer mutually agree that the charges/fees are to be discontinued, Proposer shall refund each end-user or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.	Read and Agree	

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4.010	Tablet Reporting and Payments	Should County and Proposer mutually agree that the charges/fees will remain, County and Proposer shall mutually agree on a method for compensation.	Read and Agree	
4.011	Tablet Reporting and Payments	Payments and reports for Tablets are due to County on or before the fifteenth (15th) day of the month following the month of activity.	Read and Do Not Agree	Securus provides all payments and reporting to the customer by the 25th of the month following the traffic month.
4.012	Tablet Reporting and Payments	Proposer shall provide monthly Tablet detail reports/records, CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages, photos, attachments, videos, media, application usage, for each Tablet. Tablet detail records shall include, at a minimum, each of the following items for each Tablet and each transaction or application type:	Read and Agree	
4.013	Tablet Reporting and Payments	Facility Name;	Read and Agree	
4.014	Tablet Reporting and Payments	Facility Identification Number/Site Identification Number;	Read and Agree	
4.015	Tablet Reporting and Payments	Facility Address, Street, City, State, and Zip;	Read and Agree	
4.016	Tablet Reporting and Payments	Tablet Identifier (where applicable);	Read and Agree	
4.017	Tablet Reporting and Payments	Number to Transactions for Each Transaction Type (Per Tablet);	Read and Agree	
4.018	Tablet Reporting and Payments	Minutes of Usage for Each Application Type (Per Tablet);	Read and Agree	
4.019	Tablet Reporting and Payments	Gross Revenue for Each Transaction / Application (Per Tablet);	Read and Agree	
4.020	Tablet Reporting and Payments	Revenue Share Rate;	Read and Agree	
4.021	Tablet Reporting and Payments	Total Revenue Share (Per Tablet);	Read and Agree	

SECTION D - GENERAL CONDITIONS

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4.022	Tablet Reporting and Payments	Total Transactions/Applications, Minutes of Usage, Gross Revenue and Revenue Share; and	Read and Agree	
4.023	Tablet Reporting and Payments	Traffic Period and Dates.	Read and Agree	

SECTION D - GENERAL CONDITIONS

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SUBSECTION 5 - ELECTRONIC FUNDING AND KIOSK REPORTING AND PAYMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	Electronic Funding and Kiosk Reporting and Payments	Every Tuesday, Proposer shall provide to County a detailed weekly ACH reconciliation report that includes all credit and debit card and cash transactions deposited into County's bank account for the preceding week (Monday-Sunday) for both the booking and lobby Kiosks.	Read and Agree	
5.002	Electronic Funding and Kiosk Reporting and Payments	Payments and monthly transaction reports for electronic funding Kiosk transactions are due to County on or before the fifteenth (15th) day of the month following the activity/session month.	Read and Do Not Agree	Securus provides all payments and reporting to the customer by the 25th of the month following the activity/session.
5.003	Electronic Funding and Kiosk Reporting and Payments	Proposer shall provide monthly electronic funding and Kiosk detail reports/records, CSV format, which shall include a detailed breakdown of the activity for all transactions for each Kiosk. Kiosk detail records shall include, at a minimum, each of the following items for each Kiosk:	Read and Agree	
5.004	Electronic Funding and Kiosk Reporting and	Facility Name;	Read and Agree	
5.005	Electronic Funding and Kiosk Reporting and	Facility Identification Number/Site Identification Number;	Read and Agree	
5.006	Electronic Funding and Kiosk Reporting and	Facility Address, Street, City, State, and Zip;	Read and Agree	
5.007	Electronic Funding and Kiosk Reporting and	Kiosk Identifier (where applicable);	Read and Agree	
5.008	Electronic Funding and Kiosk Reporting and	Transaction Type (cash, credit, etc.);	Read and Agree	
5.009	Electronic Funding and Kiosk Reporting and	Number to Transactions for Each Transaction Type (Per Kiosk);	Read and Agree	
5.010	Electronic Funding and Kiosk Reporting and	Inmate name;	Read and Agree	

SECTION D - GENERAL CONDITIONS

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5.011	Electronic Funding and Kiosk Reporting and	Inmate Identification Number;	Read and Agree	
5.012	Electronic Funding and Kiosk Reporting and	End User name;	Read and Agree	
5.013	Electronic Funding and Kiosk Reporting and	End User address (if captured);	Read and Agree	
5.014	Electronic Funding and Kiosk Reporting and	End User email (if captured);	Read and Agree	
5.015	Electronic Funding and Kiosk Reporting and	Revenue Share Rate (if applicable);	Read and Agree	
5.016	Electronic Funding and Kiosk Reporting and	Total Revenue Share (if applicable);	Read and Agree	
5.017	Electronic Funding and Kiosk Reporting and	Total Transactions, Deposit amounts, and Revenue Share (if applicable); and	Read and Agree	
5.018	Electronic Funding and Kiosk Reporting and	Traffic Period and Dates.	Read and Agree	
5.019	Electronic Funding and Kiosk Reporting and Payments	Proposer shall provide a sample electronic funding and Kiosk detail record report (showing all raw fields available, including those specified above and any additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included shall be considered exceptions. The sample electronic funding and Kiosk detail record report shall be included in Proposer's response as outlined in Attachment 1, Section B.1 (Proposal Order) .	Read and Agree	
5.020	Electronic Funding and Kiosk Reporting and Payments	Revenue share payments, detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .	Read and Agree	

SUBSECTION 6 - RATE REQUIREMENTS

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

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6.001	Rate Requirements	Proposer must agree to provide the required calling rates, video visitation rates, Tablet rates and all related fees specified in found in Attachment 1, Section M (Rates, Fees and Revenue Share) and must be in compliance with California state laws and applicable regulations.	Read and Agree	
6.002	Rate Requirements	Before any new rate increases or decreases are implemented for any of the inmate communication services required in this RFP, Proposer must submit a written request to receive approval from County. County will respond in writing to Proposer’s request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .	Read and Agree	
6.003	Rate Requirements	In the event Proposer increases the usage rates for any of the inmate communication services required in this RFP without the prior written approved of County, Proposer must issue refunds to all overcharged end-users, visitors or inmates within five (5) business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue share for unapproved rate increases.	Read and Agree	
6.004	Rate Requirements	Proposer will implement any rate adjustments for any and all inmate communication services requested by County within ten (10) calendar days of said request, subject to regulatory approval, as applicable.	Read and Agree	
6.005	Rate Requirements	Proposer shall be capable of accommodating multiple rate structures to accommodate the types of inmates housed at the Facility. Proposer shall be capable of assigning rates at the inmate, group of inmate telephones, visitation stations or Tablets and Facility levels.	Read and Agree	
6.006	Rate Requirements	Proposer's ITS shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International which shall mirror Interstate rates. Calls to all other countries shall be rated as International. The calling rates for Interstate/Domestic International and International are specified in Attachment 1, Section M (Rates, Fees and Revenue Share) .	Read and Agree	

SECTION D - GENERAL CONDITIONS

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

6.007	Rate Requirements	Proposer shall calculate the raw duration of each inmate telephone call, video visitation session and Tablet usage (if applicable) in seconds based on the time the call is accepted, video visitation session is completed or Tablet usage begins and the time the call, session or usage is terminated by the ITS, VVS or Tablets respectively. For calls, video visitation sessions or Tablet usage where the duration is at least ten (10) seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the rates are applied.	Read and Agree	
6.008	Rate Requirements	During the rating process, Proposer shall round the raw calculated amount to the nearest hundredth decimal place (up or down) using normal accounting practices.	Read and Do Not Agree	Securus only rounds up, as we do on other Praeses Accounts.

SECTION E - USER BILLING & PAYMENTS

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

SUBSECTION 1 - PRE-PAID & DEBIT APPLICATIONS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Pre-Paid / Debit Application	The pre-paid and/or debit application shall allow for pre-payment for a specific end-user, visitor, telephone number or an inmate.	Read and Agree	
1.002	Pre-Paid / Debit Application	County requires that Proposer issue refunds to end-users of any inmate communication services for any pre-paid funds remaining in any pre-paid account upon the end-user’s request whether the account is active or inactive. Should an account be deactivated by Proposer and the end-user requests to reactivate the account and utilize inmate communication services from inmates at the Facility, the funds shall be made available to the end-user by Proposer. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account.	Read and Agree	
1.003	Pre-Paid / Debit Application	Should Proposer adjust the rates in order to complete a call, Proposer may incur liquidated damages as specified in Attachment 2 - Agreement Terms . County shall notify Proposer of any approved adjustments in the rates of which County becomes aware.	Read and Agree	
1.004	Pre-Paid / Debit Application	Proposer 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.	Read and Agree	
1.005	Pre-Paid / Debit Application	The pre-paid and/or debit application shall be internal to Proposer’s ITS, VVS or Tablet.	Read and Agree	
1.006	Pre-Paid / Debit Application	Proposer shall provide the inmate with the balance of the pre-paid or debit account at the time of the call or Tablet application.	Read and Agree	
1.007	Pre-Paid / Debit Application	The ITS and VVS shall provide the called party with the balance of their pre-paid collect account at the time of the call or scheduling of a video visitation session, as applicable.	Read and Agree	
1.008	Pre-Paid / Debit Application	The pre-paid and/or debit application shall allow international calls.	Read and Agree	
1.009	Pre-Paid / Debit Application	Proposer shall be capable of configuring pre-paid cards for use outside of the Facility.	Read and Agree	
1.010	Pre-Paid / Debit Application	Proposer shall supply, at County's request, signage, brochures, flyers regarding the ITS, VVS and Tablets and/or Proposer's pre-paid and debit programs at no cost to County.	Read and Agree	

SECTION E - USER BILLING & PAYMENTS

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

SUBSECTION 2 - PAYMENTS FOR VIDEO VISITATION SYSTEM SESSIONS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Payments for VVS Sessions	Proposer shall refund all visitation fees if the video visitation session is dropped due to Proposer related issues.	Read and Agree	
2.002	Payments for VVS Sessions	Proposer shall provide an option for an itemized receipt for all transactions, charges and fees for all video visitation sessions.	Read and Agree	

SUBSECTION 3 - TABLET CHARGES

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	Tablet Charges	To complete the reporting and revenue share process outlined in Attachment 1, Section D (General Conditions) , Proposer shall, by the fifteenth (15th) day of the month following the traffic month, submit an inmate transaction fee invoice to County for payment by County. The invoice shall contain all transaction fees for Tablet applications and usage collected by County from the inmates for Tablet applications and usage associated with Proposer's Tablet solution at the Facility for the previous calendar month. In no case shall County be independently responsible for payment of transaction fees not collected previously from inmates.	Read and Agree	

SUBSECTION 4 - PROPOSER RETENTION OF END-USER ACCOUNT INFORMATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	Proposer Retention of End-User Account Information	For the purpose of aiding in investigations the Proposer must retain ITS, VVS, Tablet and other required technology account information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of two (2) years after the expiration/termination of the Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.	Read and Agree	
4.002	Proposer Retention of End-User Account Information	The County shall have access to such account information upon request, to the extent permissible by law.	Read and Agree	

SECTION F - CUSTOMER SERVICE

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

SUBSECTION 1 - MAINTENANCE

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Maintenance	Proposer shall respond to ITS, VVS, Tablet and other required technology repair requests from County by arriving at the site promptly after reasonable notice has been given on a twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year basis.	Read and Agree	
1.002	Maintenance	Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within four (4) hours following notification of a service request or system failure.	Read and Agree	Applies to repairs or replacements that fall within the highest priority service level (P1).
1.003	Maintenance	Proposer must exhibit to County a best effort approach to the completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem.	Read and Agree	
1.004	Maintenance	County shall be notified of progress and/or delays in progress until the problems are resolved.	Read and Agree	
1.005	Maintenance	Proposer shall notify County any time a technician will be dispatched to the Facility and prior to the technician’s arrival.	Read and Agree	
1.006	Maintenance	Proposer shall be responsible for resolving any reported repairs or replacements within ten (10) days following the date of notification of a service request or inmate communication service failure (“Cure Period”). Should Proposer fail to resolve the reported repair or replacement within the specified Cure Period, Proposer may be liable for liquidated damages as specified in Attachment 2 - Agreement Terms . Additionally, County may cancel the Agreement with Proposer if Proposer has not cured a service problem within the Cure Period.	Read and Agree	
1.007	Maintenance	Each party shall report to the other party any misuse, destruction, damage, or vandalism. Proposer will assume liability for any and all such damages.	Read and Agree	
1.008	Maintenance	All operation, maintenance and repair issues regarding the ITS, VVS, Tablet and other required technology services shall be reported by Proposer to County promptly.	Read and Agree	
1.009	Maintenance	Proposer shall be responsible for all maintaining and properly securing all tools and keys associated with the ITS, VVS, Tablet and other required technology.	Read and Agree	

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REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.010	Maintenance	Proposer shall provide County with ITS, VVS, Tablet and other required technology software upgrades as they become available. All upgrades must be provided to County at no additional cost.	Read and Agree	

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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SUBSECTION 1 - STANDARDS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Standards	Inmate communication services are to be provided and shall comply with all applicable Federal Communication and/or Public Service Commission regulations relating to inmate communication services in correctional Facility.	Read and Agree	
1.002	Standards	Proposer shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, county, or municipal government.	Read and Agree	

SUBSECTION 2 - IMPLEMENTATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Implementation	In its response to this RFP, Proposer shall submit an implementation plan for all services including ITS, VVS, Tablets and other required technologies (booking kiosk, lobby kiosk and cell phone detection equipment). The implementation plans shall include an installation schedule for the Facility for each required technology.	Read and Agree	
2.002	Implementation	Initial installations for the ITS must be completed within sixty (60) days of the execution of the Agreement between County and the selected Proposer. Implementation plan(s) will become a part of the Agreement and must be followed.	Read and Agree	
2.003	Implementation	Initial installations for the Tablets and VVS must be completed within ninety (90) days respectively of the execution of the Agreement between County and the selected Proposer. Implementation plan(s) will become a part of the Agreement and must be followed.	Read and Agree	
2.004	Implementation	Initial installations for the booking and lobby kiosks must be completed within sixty (60) days of the execution of the Agreement between County and the selected Proposer. Implementation plan(s) will become a part of the Agreement and must be followed.	Read and Agree	
2.005	Implementation	Proposer shall provide the required cell phone detection devices within thirty (30) days of the execution of the Agreement between County and the selected Proposer.	Read and Agree	

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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SUBSECTION 3 - INTEGRATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	Integration Requirements	All inmate communication systems provided by Proposer shall be capable of interfacing with current and future commissary and JMS providers for the provision of the required services. The JMS and commissary contact information is provided in Attachment 1, Section L (Facility Specifications) .	Read and Agree	
3.002	Integration Requirements	It is the Proposer's responsibility to contact the providers, establish a working business relationship and identify the requirements necessary to interface with the JMS and commissary to ensure Proposer must be able to meet the integration requirements listed below with the initial implementation.	Read and Agree	
3.003	Integration Requirements	Proposer shall establish an interface with County's current and any future JMS to allow inmate PINs to be automatically transferred to the ITS. If so required by the County, Proposer shall have the capability to configure inmates to use the same PIN on all inmate communication services including but not limited to the VVS, Tablets, and other required technologies.	Read and Agree	
3.004	Integration Requirements	Proposer shall establish an interface with County's current and future commissary and/or JMS provider to allow end users to deposit funds, both remotely and via on-site kiosk, onto an inmate's trust account. The interface shall be near/real time as directed by County.	Read and Agree	
3.005	Integration Requirements	Proposer shall establish an interface with County's current and future commissary and/or JMS provider to allow inmates to transfer funds from their trust account for debit, remote video visitation sessions and Tablet services (inclusive of electronic messaging). The interface shall allow funds to be returned to the inmate's trust account at the time of inmate's release. The interface shall be near/real time as directed by County.	Read and Agree	
3.006	Integration Requirements	County shall not be responsible for paying any amount associated with the required interfaces with current or future JMS or Commissary system providers.	Read and Agree	

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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SUBSECTION 4 - TRANSITION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	Transition Requirements	Upon expiration, termination, or cancellation of the Agreement, Proposer shall accept the direction of County to ensure all inmate communication services are smoothly transitioned. At a minimum, the following shall apply:	Read and Agree	
4.002	Transition Requirements	After expiration, cancellation or termination of the Agreement, Proposer shall provide remote access to all CDRs, call and visitation recordings, video recordings, kiosk/trust funding transactions, education credits, documentation, reports, and data contained in the inmate communication systems. Remote access shall be provided for a minimum of two (2) years after the expiration, termination or cancellation of the Agreement. In the event Proposer is unable to provide remote access, Proposer shall supply two (2) new workstations which shall become property of County to meet this requirement. The provision of remote access or workstations shall be at no cost to County.	Read and Agree	
4.003	Transition Requirements	Proposer shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by County. Proposer 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 ninety (90) calendar days after the expiration, termination or cancellation date of the Agreement. Revenue share/cost recoupment payments will be due and payable by Proposer to County at the percentage provided in the Agreement until inmate communication services are no longer handled by Proposer.	Read and Agree	
4.004	Transition Requirements	Proposer agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with all inmate communication services.	Read and Agree	

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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SUBSECTION 5 - GENERAL INSTALLATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	General Installation Requirements	Proposer shall be responsible for all costs associated with the installation of the inmate communication services including but not limited to ITS, VVS, Tablets, and other required technology which shall include but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer’s specifications.	Read and Agree	
5.002	General Installation Requirements	Proposer shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, Tablets and other required technology detailed in Attachment 1 - Section L (Facility Specifications) .	Read and Agree	
5.003	General Installation Requirements	Proposer may propose a different number of inmate telephones, video visitation stations, Tablets, and other required technology. County reserves the right to reject Proposer's alternate proposal and require Proposer to install the numbers of inmate telephones, video visitation stations, Tablets, and other required technology specified in Attachment 1 - Section L (Facility Specifications) .	Read and Agree	
5.004	General Installation Requirements	Proposer shall install a separate, dedicated network to accommodate all inmate communication services. Proposer’s inmate communication services shall not be configured to reside on or use the County’s network.	Read and Agree	
5.005	General Installation Requirements	Proposer shall install/mount all inmate communication services equipment in accordance with the County’s requirements.	Read and Agree	
5.006	General Installation Requirements	Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminals within the Facility is at the risk of Proposer. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Proposer becomes the County’s property upon termination and/or expiration of the Agreement.	Read and Agree	

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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5.007	General Installation Requirements	Proposer 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 wiring standards for commercial buildings and must be approved by the Facility maintenance personnel.	Read and Agree	
5.008	General Installation Requirements	Proposer shall be responsible for installing all new wiring, cabling and network circuits at no cost to the County to support the provision of the outlined inmate communication services at no cost to the County.	Read and Agree	
5.009	General Installation Requirements	Proposer agrees to obtain the County’s written approval before making any physical changes to the Facility, such as drilling into walls, floors, ceilings or any other portion of the Facility. This includes existing, newly constructed and/or expanded Facility.	Read and Agree	
5.010	General Installation Requirements	Proposer shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment to protect all lines, circuits and equipment used for the inmate communication services.	Read and Agree	
5.011	General Installation Requirements	Proposer shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the inmate communication services to ensure there is no loss of call, video or transaction processing and data storage in the event of a power failure.	Read and Agree	
5.012	General Installation Requirements	A separate power supply shall not be required for the individual inmate communication services components (e.g. phones, VVS terminals, wifi hotspots, kiosks). A primary power source will be made available by County for the inmate communication services.	Read and Agree	
5.013	General Installation Requirements	Installation of all cabling, telephones, video visitation stations, Tablets, and related equipment shall be accomplished during normal business hours at the Facility or as otherwise specified by the Facility.	Read and Agree	
5.014	General Installation Requirements	Proposer shall install, repair, and maintain all Proposer-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Facility. All Proposer-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of the Proposer.	Read and Agree	

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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5.015	General Installation Requirements	Proposer shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the County, no equipment, inventory or spare parts shall be stored by Proposer at the Facility.	Read and Agree	
5.016	General Installation Requirements	Proposer shall correct any damage to the County’s property caused by maintenance or installation associated with the inmate communication services, including repairs to walls and ceilings.	Read and Agree	
5.017	General Installation Requirements	Proposer shall provide written documentation indicating that all circuits and network have been tested and all cables, pairs, fiber strands, blocks are legibly marked after the completion of each installation associated with the inmate communication services.	Read and Agree	
5.018	General Installation Requirements	For the initial installation, Proposer will work with County and the incumbent inmate communication services provider to ensure an orderly transition of services, responsibilities and continuity of the services required by County.	Read and Agree	
5.019	General Installation Requirements	Proposer will work with the incumbent inmate communication services provider to transfer inmate data, such as attorney phone numbers and all numbers flagged as privileged, private or do not record, from the incumbent's ITS to the Proposer's ITS. If as a result, the data is improperly transferred or configured by the Proposer and an attorney call/visitation session is recorded, Proposer may be liable for liquidated damages as specified in Attachment 2 - Agreement Terms .	Read and Agree	

SUBSECTION 6 - SECURITY

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
6.001	Security	All Proposer employees shall obtain, at Proposer’s cost, the appropriate personnel background security clearance prior to arrival at the Facility.	Read and Agree	
6.002	Security	All Proposer employees will comply with County’s policies and procedures.	Read and Agree	
6.003	Security	Entry to the Facility is subject to the approval of Facility Administration.	Read and Agree	

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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SUBSECTION 7 - TRAINING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
7.001	Training	Proposer shall provide onsite training for each inmate communication service and additional required technologies to the County’s staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the County. Training manuals shall be provided to the County’s staff at all training meetings and will become the property of the County. At County's request, Proposer shall provide a downloadable version of all user manuals and training materials.	Read and Agree	
7.002	Training	When requested by the County, informational pamphlets shall be available to inmates and end-users and shall describe the applicable features and functionalities of each inmate communication service.	Read and Agree	
7.003	Training	Proposer will also provide full documentation for all inmate communication services features and documentation for any and all added technology features that result from this RFP and Agreement.	Read and Agree	

SUBSECTION 8- UPGRADES AND PERFORMANCE PROCESS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
8.001	Upgrades and Performance Process	Proposer shall provide the County with written notice, including detailed information, of any new service software upgrades or additional features to be added to either system, within thirty (30) days of the introduction of the new software or features into the industry.	Read and Agree	
8.002	Upgrades and Performance Process	Proposer shall provide the County with inmate communication services software upgrades as they become available. All upgrades must be within one (1) release of the newest operating system and provided to County at no additional cost.	Read and Agree	
8.003	Upgrades and Performance Process	Proposer shall adhere to the following performance process when upgrading the ITS, VVS and Tablet software, equipment, or performing any changes to either system at the Facility. Any deviation from this process may result in liquidated damages incurred by Proposer as described in Attachment 2 - Agreement Terms .	Read and Agree	

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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8.004	Upgrades and Performance Process	Proposer shall perform extensive testing on all system changes or upgrades to any of the inmate communication services, prior to introducing them to the County. At a minimum, this shall include the following:	Read and Agree	
8.005	Upgrades and Performance Process	Circuit/network testing;	Read and Agree	
8.006	Upgrades and Performance Process	Configuration / setting preservation testing;	Read and Agree	
8.007	Upgrades and Performance Process	ITS: call processing, debit/pre-paid availability, international calling and incoming/outgoing voicemail if applicable;	Read and Agree	
8.008	Upgrades and Performance Process	VVS: video visitation session quality and scheduling application;	Read and Agree	
8.009	Upgrades and Performance Process	Tablets: access to all transactions, applications and applicable purchase processes;	Read and Agree	
8.009	Upgrades and Performance Process	Kiosks: access to all transactions, reporting, and transaction/interfacing testing; and	Read and Agree	
8.010	Upgrades and Performance Process	Access to all inmate communication service user applications.	Read and Agree	
8.011	Upgrades and Performance Process	Proposer shall provide the County with written details regarding any change to voice prompts, dialing or video visitation procedures or processes impacting inmates and end-users/visitors.	Read and Agree	
8.012	Upgrades and Performance Process	Proposer shall receive written permission from the County, before scheduling or proceeding with any functionality changes to the inmate communication services at the Facility, especially if the changes will cause an interruption in service.	Read and Agree	
8.013	Upgrades and Performance Process	County, at its option, shall have a minimum of two (2) weeks to notify inmates at the Facility of any inmate communication services changes that affect the inmates or end-users/visitors.	Read and Agree	
8.014	Upgrades and Performance Process	Proposer shall work with the Facility to schedule all changes and/or upgrades during a time when the inmate communication services are not being used regularly by the inmates. Proposer shall coordinate a convenient time and day with the County to implement the changes or upgrades to avoid an interruption in service.	Read and Agree	

SECTION G - GENERAL INSTALLATION REQUIREMENTS

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8.015	Upgrades and Performance Process	At the request of County, Proposer shall coordinate the presence of a technician at the Facility on the day of implementation to place test calls, video visitation session and Tablet transactions and ensure all inmate communication services are functioning properly.	Read and Agree	
8.016	Upgrades and Performance Process	All said changes shall be made by Proposer at no cost to the County.	Read and Agree	

SECTION H - ITS REQUIREMENTS

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SUBSECTION 1 - ITS SPECIFIC INSTALLATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	ITS Installation Requirements	All telephone equipment provided shall be fully operational at the time of the initial installation.	Read and Agree	
1.002	ITS Installation Requirements	The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in Attachment 1- Section L (Facility Specifications) .	Read and Agree	
1.003	ITS Installation Requirements	Proposer shall install all new telephone equipment even if the selected Proposer is the incumbent inmate telephone service provider.	Read and Agree	
1.004	ITS Installation Requirements	The telephones must not contain any exterior removable parts.	Read and Agree	
1.005	ITS Installation Requirements	All telephone sets shall include volume control.	Read and Agree	
1.006	ITS Installation Requirements	Proposer shall place placards containing dialing instructions in English, Spanish and Braille on each telephone. Placards shall be replaced each time an inmate telephone set is replaced.	Read and Agree	
1.007	ITS Installation Requirements	At no cost to the County, Proposer shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within thirty (30) days of request. This includes newly constructed or expanded buildings and Facility.	Read and Agree	
1.008	ITS Installation Requirements	If the installation of the additional telephones (inmate and visitation) is not completed within thirty (30) days, Proposer may incur liquidated damages as described in Attachment 2 - Agreement Terms .	Read and Agree	
1.009	ITS Installation Requirements	County requires the ITS be fully installed and configured over fiber connectivity and shall not require the use of copper.	Read and Agree	

SECTION H - ITS REQUIREMENTS

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SUBSECTION 2 - ITS AND USER APPLICATION SPECIFICATIONS

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

SECTION H - ITS REQUIREMENTS

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2.009	ITS and User Application Specifications	With each call, the ITS must provide an automated message to advise the called party that:	Read and Agree	
2.010	ITS and User Application Specifications	That the call is coming from a correctional facility.	Read and Agree	
2.011	ITS and User Application Specifications	The call is coming from a specific inmate.	Read and Agree	
2.012	ITS and User Application Specifications	The call may be monitored and recorded.	Read and Agree	
2.013	ITS and User Application Specifications	With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, pre-paid, free. This recording must be free of any charges.	Read and Agree	
2.014	ITS and User Application Specifications	The ITS shall be able to accommodate any of the following options for recording and playback of an inmate’s name to the called party:	Read and Agree	
2.015	ITS and User Application Specifications	The inmate may record a name each time a call is placed. County requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS;	Read and Agree	
2.016	ITS and User Application Specifications	The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. County requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS; or	Read and Agree	
2.017	ITS and User Application Specifications	No name is recorded. If County selects this option, the announcement to the called party should not include silence or an interruption where the name recording would normally be included.	Read and Agree	
2.018	ITS and User Application Specifications	For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. County reserves the right to request Proposer to modify/revise the recordings at any time during the Agreement at no cost to County and within thirty (30) days of the request.	Read and Agree	

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2.019	ITS and User Application Specifications	ITS shall allow inmates to make unlimited free local or in-state long distance telephone calls from the intake/booking inmate telephones at Facility while in the booking/intake area. Once the inmate is moved to a housing unit the ITS shall process all subsequent calls from the inmate as collect, pre-paid or debit unless the telephone number is configured as free in the ITS.	Read and Agree	
2.020	ITS and User Application Specifications	Following the dialing sequence, Proposer shall indicate whether the ITS can be configured to either:	Read and Agree	
2.021	ITS and User Application Specifications	Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up); or	Read and Agree	
2.022	ITS and User Application Specifications	Place the inmate on-hold and not permit the inmate to hear the call progress.	Read and Agree	
2.023	ITS and User Application Specifications	In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.	Read and Agree	
2.024	ITS and User Application Specifications	The ITS user application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries. Proposer shall indicate any of the search criteria which are not currently available:	Read and Agree	
2.025	ITS and User Application Specifications	Inmate Name (First, Last);	Read and Agree	
2.026	ITS and User Application Specifications	Inmate Personal Identification Number;	Read and Agree	
2.027	ITS and User Application Specifications	Record Identifier;	Read and Agree	
2.028	ITS and User Application Specifications	Date Range (Start Date/Time and End Date/Tim);	Read and Agree	
2.029	ITS and User Application Specifications	Facility;	Read and Agree	
2.030	ITS and User Application Specifications	Called Number;	Read and Agree	
2.031	ITS and User Application Specifications	Originating Number;	Read and Agree	

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2.032	ITS and User Application Specifications	Station Name;	Read and Agree	
2.033	ITS and User Application Specifications	Call Type;	Read and Agree	
2.034	ITS and User Application Specifications	Bill Type;	Read and Agree	
2.035	ITS and User Application Specifications	Duration;	Read and Agree	
2.036	ITS and User Application Specifications	Call Amount;	Read and Agree	
2.037	ITS and User Application Specifications	Flagged Calls;	Read and Agree	
2.038	ITS and User Application Specifications	Monitored Calls;	Read and Agree	
2.039	ITS and User Application Specifications	Recording Type;	Read and Agree	
2.040	ITS and User Application Specifications	Completion Type;	Read and Agree	
2.041	ITS and User Application Specifications	Termination Type;	Read and Agree	
2.042	ITS and User Application Specifications	Validation Result;	Read and Agree	
2.043	ITS and User Application Specifications	Phone Group(s); and	Read and Agree	
2.044	ITS and User Application Specifications	Custom Search.	Read and Agree	
2.045	ITS and User Application Specifications	The ITS user application shall allow CDR query results to be exported in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater). Proposer shall indicate which reports are not currently available. Proposer shall include screen shots of the application to demonstrate this feature. Screen shots shall be included in the Proposer's response as outlined in Attachment 1, Section B.1 (Proposal Order) .	Read and Agree	

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2.046	ITS and User Application Specifications	At a minimum, the ITS user application shall be equipped to generate the following standard reports in addition to the CDRs:	Read and Agree	
2.047	ITS and User Application Specifications	Call Statistics by Date Range;	Read and Agree	
2.048	ITS and User Application Specifications	Frequently Called Numbers;	Read and Agree	
2.049	ITS and User Application Specifications	Frequently Used Personal Identification Numbers;	Read and Agree	
2.050	ITS and User Application Specifications	Commonly Called Number;	Read and Agree	
2.051	ITS and User Application Specifications	Call Detail Report;	Read and Agree	
2.052	ITS and User Application Specifications	Gross Revenue Report by Date Range;	Read and Agree	
2.053	ITS and User Application Specifications	Facility Totals and Statistics;	Read and Agree	
2.054	ITS and User Application Specifications	Called Party/Number Accepting Report;	Read and Agree	
2.055	ITS and User Application Specifications	Fraud/Velocity Report;	Read and Agree	
2.056	ITS and User Application Specifications	Total Calls;	Read and Agree	
2.057	ITS and User Application Specifications	Personal Allowable Numbers (PAN) Report;	Read and Agree	
2.058	ITS and User Application Specifications	Debit Usage Report;	Read and Agree	
2.059	ITS and User Application Specifications	Debit Balance and Funding Report;	Read and Agree	
2.060	ITS and User Application Specifications	Pre-Paid Card Balance Report;	Read and Agree	
2.061	ITS and User Application Specifications	Bill and Call Type Distribution;	Read and Agree	
2.062	ITS and User Application Specifications	Phone Usage;	Read and Agree	

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2.063	ITS and User Application Specifications	Reverse Look-Up; and	Read and Agree	
2.064	ITS and User Application Specifications	User Audit Trail.	Read and Agree	
2.065	ITS and User Application Specifications	The ITS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater). Proposer shall include screen shots of the application to demonstrate the export feature. Screen shots shall be included in the Proposer's response as outlined in Attachment 1, Section B.1 (Proposal Order) .	Read and Agree	
2.066	ITS and User Application Specifications	Proposer shall provide the County with the capability to search, query and export end-user pre-paid account information for investigative purposes. County shall be capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, inmates from which calls are accepted, the number of completed calls with an associated date and time, any pre-paid funding fees and other applied charges and taxes.	Read and Agree	if legally permissible.
2.067	ITS and User Application Specifications	The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Proposer.	Read and Agree	
2.068	ITS and User Application Specifications	Proposer’s ITS user application shall at a minimum allow:	Read and Agree	
2.069	ITS and User Application Specifications	Report generation to include the reports listed above;	Read and Agree	
2.070	ITS and User Application Specifications	The creation, modification and deactivation of user accounts;	Read and Agree	
2.071	ITS and User Application Specifications	The creation, modification and deactivation of inmate accounts;	Read and Agree	
2.072	ITS and User Application Specifications	The creation and modification of telephone numbers in the ITS including entry of free and privileged telephone numbers without the assistance of Proposer;	Read and Agree	
2.073	ITS and User Application Specifications	Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;	Read and Agree	
2.074	ITS and User Application Specifications	Locating and accessing a specific recording by utilizing a unique recording/call identifier;	Read and Agree	

SECTION H - ITS REQUIREMENTS

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2.075	ITS and User Application Specifications	Block/unblock telephone numbers without the assistance of Proposer;	Read and Agree	
2.076	ITS and User Application Specifications	Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone;	Read and Agree	
2.077	ITS and User Application Specifications	Program a specific speed dial code to selected telephone numbers as determined by County and at no cost to County and without the assistance of Proposer; and	Read and Agree	
2.078	ITS and User Application Specifications	Query the CDRs for inmate activities and calling patterns, including the provision of reverse look-up at no cost to County. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect and pre-paid calls.	Read and Agree	
2.079	ITS and User Application Specifications	The ITS shall have the capability to allow County to create, view and track service tickets associated with the ITS or Facility.	Read and Agree	
2.080	ITS and User Application Specifications	Proposer shall ensure continuous diagnostics and supervision for call processing and call recording. Proposer shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line.	Read and Agree	
2.081	ITS and User Application Specifications	The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS) and meet these requirements:	Read and Agree	
2.082	ITS and User Application Specifications	Proposer shall provide the number of TDD telephones and ports and VRS units specified in Attachment 1, Section L (Facility Specifications) ; and	Read and Agree	
2.083	ITS and User Application Specifications	TDD telephones shall be able to work with the ITS at the Facility.	Read and Agree	
2.084	ITS and User Application Specifications	The ITS must offer the called party an option to receive a rate quote during the call acceptance process.	Read and Agree	
2.085	ITS and User Application Specifications	The ITS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by County, shall be provided at no cost to County. Proposer shall accept County’s direction for how pro bono calling services are configured via the ITS.	Read and Agree	

SECTION H - ITS REQUIREMENTS

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2.086	ITS and User Application Specifications	Proposer shall be able to establish an informant line at no cost to County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by County. Proposer shall accept County’s direction for how the informant line is configured through the ITS.	Read and Agree	
2.087	ITS and User Application Specifications	Proposer shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. Proposer shall accept County’s direction for how the informant line is configured through the ITS. At a minimum, Proposer shall:	Read and Agree	
2.088	ITS and User Application Specifications	Route free calls via the ITS to a destination provided and designated by County which may be the same as that used for the County informant line.	Read and Agree	
2.089	ITS and User Application Specifications	At no cost to County, provide a telephone line to County dedicated for PREA calls to which the calls will be routed as free.	Read and Agree	
2.090	ITS and User Application Specifications	Proposer shall have the capability to allow County to maintain the same telephone number currently in place at all Facility and/or utilize any telephone number specified by the County.	Read and Agree	

SECTION H - ITS REQUIREMENTS

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2.091	ITS and User Application Specifications	In the event of a natural disaster or similar event (i.e. COVID-19), as deemed necessary by County, County may require Proposer to provide two (2) free calls per week. The calls shall be free to the inmate, end-user and County and shall be for a period determined by County. In the event County requests free calls, the parties shall evaluate the impact to the Gross Revenue, if any. All requests for written transactions shall be documented in writing and approved by County.	Read and Agree	
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SUBSECTION 3 - ITS SECURITY FEATURES

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	ITS Security Features	The ITS shall prohibit:	Read and Agree	
3.002	ITS Security Features	Direct-dialed calls of any type;	Read and Agree	
3.003	ITS Security Features	Access to a live operator for any type of calls;	Read and Agree	
3.004	ITS Security Features	Access to “411” information services;	Read and Agree	
3.005	ITS Security Features	Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and	Read and Agree	
3.006	ITS Security Features	Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.	Read and Agree	
3.007	ITS Security Features	The ITS shall prevent call collision or conference calling among telephone stations.	Read and Agree	
3.008	ITS Security Features	The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:	Read and Agree	
3.009	ITS Security Features	At demarcation location;	Read and Agree	
3.010	ITS Security Features	Central control; and	Read and Agree	
3.011	ITS Security Features	By select housing units.	Read and Agree	
3.012	ITS Security Features	The ITS shall not accept any incoming calls. Proposer shall work with the LEC to ensure such control.	Read and Agree	
3.013	ITS Security Features	The ITS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.	Read and Agree	

SECTION H - ITS REQUIREMENTS

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3.014	ITS Security Features	The ITS shall allow the called party to block their telephone number during the call acceptance process.	Read and Agree	
3.015	ITS Security Features	As specified by County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.	Read and Agree	
3.016	ITS Security Features	The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facility is specified in Attachment 1, Section L (Facility Specifications).	Read and Agree	

SUBSECTION 4 - PERSONAL IDENTIFICATION NUMBER APPLICATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	Personal Identification Number Application	The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:	Read and Agree	
4.002	Personal Identification Number Application	The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;	Read and Agree	
4.003	Personal Identification Number Application	The capability to automatically transfer inmate PINs to the ITS.	Read and Agree	
4.004	Personal Identification Number Application	The capability to receive, accept and apply alphanumeric characters in an inmate's ID.	Read and Agree	
4.005	Personal Identification Number Application	The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:	Read and Agree	
4.006	Personal Identification Number Application	JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;	Read and Agree	
4.007	Personal Identification Number Application	JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;	Read and Agree	

SECTION H - ITS REQUIREMENTS

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4.008	Personal Identification Number Application	JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN; or	Read and Agree	
4.009	Personal Identification Number Application	The ITS, without an interface with the JMS, auto-generates the complete PIN;	Read and Agree	
4.010	Personal Identification Number Application	The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Proposer; and	Read and Agree	
4.011	Personal Identification Number Application	The ITS shall be capable of accepting a manually entered PIN.	Read and Agree	
4.012	Personal Identification Number Application	If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate’s status in the JMS (e.g. newly booked, transferred, released).	Read and Agree	
4.013	Personal Identification Number Application	County currently utilizes a variable length PIN comprised of a 5-to-7-digit inmate ID and a unique 4-digit identifier generated by the JMS/ITS. The ITS shall be capable of accepting PINs with 9-to-11 digits. This should be the default configuration with the initial installation.	Read and Agree	
4.014	Personal Identification Number Application	PINs shall not be required for booking/intake phone(s).	Read and Agree	
4.015	Personal Identification Number Application	Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any inmate telephone located at the Facility.	Read and Agree	
4.016	Personal Identification Number Application	When an individual PIN is added or modified in the system, the ITS shall document the date/time and the user making the change.	Read and Agree	

SECTION H - ITS REQUIREMENTS

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SUBSECTION 5 - PERSONAL ALLOWED NUMBER LISTS (PANs)

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	PANs	The ITS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with each PIN.	Read and Agree	
5.002	PANs	The ITS shall allow authorized users to set a universal quantity of PANs at the inmate level or override the default quantity of PANs for an inmate.	Read and Agree	
5.003	PANs	The quantity of approved telephone numbers within a PAN shall be configurable.	Read and Agree	
5.004	PANs	PANs shall allow authorized users to set a universal quantity of approved telephone numbers for each PIN.	Read and Agree	
5.005	PANs	The ITS shall have the capability to track PAN changes based on a frequency required by County. The ITS shall have the capability to notify the user if a PAN change is requested to be made outside of the allowed timeframe (e.g. every ninety (90) days).	Read and Agree	
5.006	PANs	The proposed ITS shall document all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp).	Read and Agree	
5.007	PANs	ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN; telephone number, called party name, address and relationship to inmate.	Read and Agree	
5.008	PANs	The PAN application shall include an auto-enroll feature to avoid manual entry of PANs.	Read and Agree	

SUBSECTION 6 - MONITORING AND RECORDING REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
6.001	Monitoring and Recording Requirements	The ITS shall be capable of monitoring and recording all inmate calls from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege.	Read and Agree	

SECTION H - ITS REQUIREMENTS

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6.002	Monitoring and Recording Requirements	The ITS shall be able to exclude all restricted or privileged calls and visitation sessions and clearly designate non-recorded calls/visitation session within the ITS user application.	Read and Agree	
6.003	Monitoring and Recording Requirements	Should a phone call to a restricted or privileged attorney number be recorded, Proposer may be liable for liquidated damages as specified in Attachment 2 - Agreement Terms . This applies to all restricted or privileged numbers entered into Proposer's system by bulk upload or transfer from the incumbent's system as well as any attorney number entered by a Proposer employed administrator.	Read and Agree	
6.004	Monitoring and Recording Requirements	Should the privileged call recording be caused by a ITS system failure, the Proposer may be liable for liquidated damages as specified in Attachment 2 - Agreement Terms .	Read and Agree	
6.005	Monitoring and Recording Requirements	The ITS shall allow designated users at the Facility to play back a recorded call in progress (e.g. live monitoring) via the ITS user application.	Read and Agree	
6.006	Monitoring and Recording Requirements	The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.	Read and Agree	
6.007	Monitoring and Recording Requirements	The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.	Read and Agree	
6.008	Monitoring and Recording Requirements	The live monitoring feature shall display a list of calls in progress to allow County to scan through all calls in progress or to listen to a specific call. At minimum the default view shall sort calls in chronological order. Private calls, such as attorney calls, shall be indicated as such in the display window. For the purpose of call monitoring, the County prefers that the ITS display the fields below. Proposer shall indicate any display fields not currently available.	Read and Agree	
6.009	Monitoring and Recording Requirements	Call Start Time;	Read and Agree	
6.010	Monitoring and Recording Requirements	Facility;	Read and Agree	
6.011	Monitoring and Recording Requirements	Phone Location Name;	Read and Agree	
6.012	Monitoring and Recording Requirements	Inmate Name;	Read and Agree	

SECTION H - ITS REQUIREMENTS

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6.013	Monitoring and Recording Requirements	Inmate PIN;	Read and Agree	
6.014	Monitoring and Recording Requirements	Called Number;	Read and Agree	
6.015	Monitoring and Recording Requirements	Private/Attorney Call;	Read and Agree	
6.016	Monitoring and Recording Requirements	Called City, State;	Read and Agree	
6.017	Monitoring and Recording Requirements	Call Type;	Read and Agree	
6.018	Monitoring and Recording Requirements	Bill Type;	Read and Agree	
6.019	Monitoring and Recording Requirements	Cost;	Read and Agree	
6.020	Monitoring and Recording Requirements	Call Status;	Read and Agree	
6.021	Monitoring and Recording Requirements	Alert; and	Read and Agree	
6.022	Monitoring and Recording Requirements	Duration.		
6.023	Monitoring and Recording Requirements	All CDRs, including all attempted and completed calls, shall be stored online for the life of the Agreement. A copy of all CDRs shall be stored by the Proposer for a minimum period of seven (7) years following the expiration or termination of the Agreement.	Read and Agree	
6.024	Monitoring and Recording Requirements	All call recordings shall be stored online for the life of the Agreement. A copy of all recordings shall be stored by the Proposer for a period of seven (7) years following the expiration or termination of the Agreement and any renewal terms.	Read and Agree	See Financial Offer Summary for options.
6.025	Monitoring and Recording Requirements	Proposer shall be responsible for supplying all storage media (CDs/DVDs, USB drives) at no cost to County throughout the life of the Agreement and any renewal terms.	Read and Agree	

SECTION H - ITS REQUIREMENTS

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6.026	Monitoring and Recording Requirements	Proposer shall provide County with the number of workstations indicated in Attachment 1, Section L (Facility Specifications) . The workstations shall work in real-time with the ITS, for the purpose of 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). Proposer shall upgrade Microsoft Office as new versions are released in a timely manner and at no cost to County.	Read and Agree	
6.027	Monitoring and Recording Requirements	Proposer shall provide remote access to the ITS at no cost to County. The provision of remote access shall allow County the same features and functionalities, permitted by the user’s level of access, available on a Proposer-provided workstation.	Read and Agree	
6.028	Monitoring and Recording Requirements	For the term of the Agreement, County shall have access to all CDRs from all workstations and remote access computers, based on the user’s access level.	Read and Agree	
6.029	Monitoring and Recording Requirements	The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination.	Read and Agree	
6.030	Monitoring and Recording Requirements	The ITS user application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.	Read and Agree	
6.031	Monitoring and Recording Requirements	The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.	Read and Agree	
6.032	Monitoring and Recording Requirements	The copying/burning application shall be internal to the ITS .	Read and Agree	

SECTION I - VVS REQUIREMENTS

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

SUBSECTION 1 - VIDEO VISITATION SERVICE

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Video Visitation Service	The VVS shall consist of hardware, firmware and software designed to enable the County to initiate, monitor, record, and retrieve video visitation sessions.	Read and Agree	
1.002	Video Visitation Service	The proposed VVS shall provide all operational features and system requirements applicable to all video visitation sessions placed through the VVS including inmate to general public, inmate to court, and inmate to attorney video visitation sessions.	Read and Agree	
1.003	Video Visitation Service	County requires the VVS to complete onsite video visitation sessions at no cost to the general public or inmate.	Read and Agree	
1.004	Video Visitation Service	County requires the VVS to provide two (2) free remote video visits per inmate, per week. After the inmate completes the two (2) free remote visits each week, additional remote visits that week shall be charged at the rates indicated in Attachment 1, Section M (Rates, Fees and Revenue Share) .	Read and Agree	
1.005	Video Visitation Service	Proposer shall adhere to The Board of State and Community Corrections (BSCC), Title 15, and Title 24 of the California Code of Regulations regarding video visitation services.	Read and Agree	
1.006	Video Visitation Service	Proposer shall provide internet test capability to remote video visitors.	Read and Agree	
1.007	Video Visitation Service	The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations.	Read and Agree	
1.008	Video Visitation Service	The VVS shall be capable of differentiating onsite and remote video visitation sessions. Further, the VVS shall be capable of limiting the length of a video visitation session providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.	Read and Agree	

SECTION I - VVS REQUIREMENTS

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1.009	Video Visitation Service	Proposer must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow the County the same features and functionalities, permitted by the user's level of access, available on a control workstation.	Read and Agree	
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SUBSECTION 2 - VVS SPECIFIC INSTALLATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	VVS Installation Requirements	Proposer shall provide the County the number of VVS control workstation(s) specified in Attachment 1 - Section L (Facility Specifications) . The workstations shall work in real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, two (2) flat screen monitors, built-in speakers, mouse, keyboard, data/audio burning software, laser printer and the most-recent licensed copy of Microsoft Office (or equivalent). Proposer shall also provide County the number of monitoring TVs (46" or greater) specified in Attachment 1 - Section L (Facility Specifications) .	Read and Agree	
2.002	VVS Installation Requirements	Inmate VVS stations shall be suitable for a correctional environment, stainless steel, sturdy, vandal and tamper resistant with a shatter proof screen. Inmate VVS stations shall include the cord length requirements as those for inmate telephone sets as described in Attachment 1, Section L (Facility Specifications) .	Read and Agree	
2.003	VVS Installation Requirements	The VVS stations shall not include any removable parts.	Read and Agree	
2.004	VVS Installation Requirements	The VVS stations shall include volume control.	Read and Agree	
2.005	VVS Installation Requirements	Proposer shall install all new VVS equipment even if the selected Proposer is the incumbent Proposer.	Read and Agree	
2.006	VVS Installation Requirements	VVS stations shall include picture-in-picture viewing.	Read and Agree	
2.007	VVS Installation Requirements	Visitor VVS stations shall also be suitable for a correctional environment. County will determine the installation locations for the visitor VVS stations. Proposer shall install the number of visitor VVS stations and with the handset cord-length described in Attachment 1, Section L (Facility Specifications) .	Read and Agree	

SECTION I - VVS REQUIREMENTS

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

2.008	VVS Installation Requirements	Upon installation of the VVS, Proposer 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.	Read and Agree	
2.009	VVS Installation Requirements	The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.	Read and Agree	
2.010	VVS Installation Requirements	Upon completion of the initial installation and any ongoing installations, Proposer shall provide County with a list of inmate and visitor video visitation stations, specifications, and location of each unit.	Read and Agree	
2.011	VVS Installation Requirements	Proposer shall place placards containing video visitation use instructions in English and Spanish on or near each station. Placards shall be replaced each time a VVS station is replaced.	Read and Agree	
2.012	VVS Installation Requirements	Video visitation rate use flyers and/or additional video visitation related information shall be provided by Proposer upon County’s request and at no cost.	Read and Agree	
2.013	VVS Installation Requirements	At no cost to County, Proposer shall install additional VVS stations (inmate and visitation), including monitoring and recording equipment as needed, within thirty (30) days of request. This includes newly constructed or expanded Facility. If Proposer fails to provide and install the additional visitation units within thirty (30) days the Proposer may be liable for liquidated damages as described in Attachment 2 - Agreement Terms.	Read and Agree	

SECTION I - VVS REQUIREMENTS

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SUBSECTION 3 - VVS REGISTRATION AND SCHEDULING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	VVS Registration and Scheduling	The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel onsite or remote video visitation sessions using an internet browser and internet connection.	Read and Agree	
3.002	VVS Registration and Scheduling	The VVS shall prohibit the scheduling of video visitation sessions for any visitor who has not been approved by County following the registration process.	Read and Agree	
3.003	VVS Registration and Scheduling	The VVS shall have the capability to allow smart phone scheduling.	Read and Agree	
3.004	VVS Registration and Scheduling	The VVS shall allow visitors to log in using a unique visitor ID or an email address and password.	Read and Agree	
3.005	VVS Registration and Scheduling	The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with County's visitation policies as part of the registration process and with each scheduled visitation session.	Read and Agree	
3.006	VVS Registration and Scheduling	County requires the installation of a registration lobby kiosk and prefers that all functions required in Attachment 1 - Section K (Other Required Technology) be incorporated into a single multi-functional unit.	Read and Agree	
3.007	VVS Registration and Scheduling	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process:	Read and Agree	
3.008	VVS Registration and Scheduling	First Name;	Read and Agree	
3.009	VVS Registration and Scheduling	Last Name;	Read and Agree	
3.010	VVS Registration and Scheduling	Email;	Read and Agree	
3.011	VVS Registration and Scheduling	Telephone Number / Cell Phone;	Read and Agree	

SECTION I - VVS REQUIREMENTS

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

SECTION I - VVS REQUIREMENTS

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3.026	VVS Registration and Scheduling	The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an inmate if the inmate gets released.	Read and Agree	
3.027	VVS Registration and Scheduling	The VVS shall be capable of sending the general public an email or text notification confirming the scheduled or canceled visit.	Read and Agree	
3.028	VVS Registration and Scheduling	The VVS shall have the capability to display upcoming daily video visitation session information on one or multiple inmate video visitation stations (i.e. inmate name, time of visit).	Read and Agree	
3.029	VVS Registration and Scheduling	The VVS shall be capable of accommodating different sets of rules for onsite video visitation and remote video visitation sessions.	Read and Agree	

SUBSECTION 4 - VVS USER APPLICATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	VVS User Application	The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:	Read and Agree	
4.002	VVS User Application	Inmate ID number;	Read and Agree	
4.003	VVS User Application	Inmate name;	Read and Agree	
4.004	VVS User Application	Visitor name;	Read and Agree	
4.005	VVS User Application	Date and time of visit;	Read and Agree	
4.006	VVS User Application	Inmate video visitation station; and	Read and Agree	
4.007	VVS User Application	Daily, weekly and monthly visit statistics.	Read and Agree	
4.008	VVS User Application	The VVS shall have the capability to allow authorized County staff to create the following restrictions with customizable durations:	Read and Agree	
4.009	VVS User Application	Restrict a visitor from visiting certain inmate(s);	Read and Agree	
4.010	VVS User Application	Restrict an inmate from visiting ALL visitors;	Read and Agree	
4.011	VVS User Application	Restrict a visitor from visiting ALL inmates;	Read and Agree	
4.012	VVS User Application	Restrict an inmate from having remote video visits (onsite video visits only);	Read and Agree	
4.013	VVS User Application	The VVS user application shall have the capability to support the following functions:	Read and Agree	

SECTION I - VVS REQUIREMENTS

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4.014	VVS User Application	Set user ID;	Read and Agree	
4.015	VVS User Application	Set/reset password;	Read and Agree	
4.016	VVS User Application	Capture the user's first, middle and last name;	Read and Agree	
4.017	VVS User Application	Manually terminate standard or video visitation sessions;	Read and Agree	
4.018	VVS User Application	Report status of all standard and video visitation sessions (online or idle);	Read and Agree	
4.019	VVS User Application	Stop, pause and restart any running visit;	Read and Do Not Agree	When reviewing a recorded message, authorized administrator can stop, pause, and restart; but during a live visit. He/she can display on-screen messaging regarding policies or they can terminate the visit.
4.020	VVS User Application	Allow the County to enter comments or add notes to a visit;	Read and Agree	
4.021	VVS User Application	Allow for station reassignment during any running visit;	Read and Agree	
4.022	VVS User Application	Allow for visitation time extension during any running visit;	Read and Do Not Agree	This is not a capability of the SVC system.
4.023	VVS User Application	Customize the number of visits per the monitoring screen and the page rotation duration;	Read and Agree	
4.024	VVS User Application	Designate a visitor as being an attorney (or other professional) type of visitor;	Read and Agree	
4.025	VVS User Application	Manually schedule standard or video visitation sessions for a particular inmate, station, and date and time, on behalf of visitor(s);	Read and Agree	
4.026	VVS User Application	Allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded;	Read and Agree	
4.027	VVS User Application	Allow authorized users to download, share and/or view recordings; and	Read and Agree	
4.028	VVS User Application	Include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).	Read and Agree	

SUBSECTION 5 - VVS MONITORING AND RECORDING REQUIREMENTS

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

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5.001	VVS Monitoring and Recording Requirements	The VVS must permit the County to fully record and monitor all standard and video visitation sessions from any standard or video visitation station within the Facility unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.	Read and Agree	
5.002	VVS Monitoring and Recording Requirements	The VVS shall automatically start each video visitation session at the designated start time.	Read and Do Not Agree	All appointments are scheduled in advance and are automatically available at the proper time; but participants need to dial in to begin the session.
5.003	VVS Monitoring and Recording Requirements	The VVS shall allow County to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visitation session will count against the inmate's visitation quota.	Read and Agree	
5.004	VVS Monitoring and Recording Requirements	The VVS shall automatically attempt to reconnect a video visitation session if connectivity is lost.	Read and Do Not Agree	Parties must redial into the session, but the session remains available for the scheduled period.
5.005	VVS Monitoring and Recording Requirements	The VVS shall include an alert system that will detect visitation sessions made by a particular inmate or visitor.	Read and Do Not Agree	SVC sessions do not have the capability of sending an alert to facility personnel when a visitation session is being scheduled, but authorized facility personnel can establish limitations to inmate permissions to prevent unauthorized visitation sessions.
5.006	VVS Monitoring and Recording Requirements	The VVS should have the capability to display an onscreen countdown clock timer on the inmate and the visitor stations.	Read and Agree	
5.007	VVS Monitoring and Recording Requirements	The County requires the retention of video visitation sessions online for ninety (90) days.	Read and Agree	
5.008	VVS Monitoring and Recording Requirements	The VVS shall store all video visitation sessions offline for the life of the Agreement plus seven (7) years after the expiration or termination of the contract.	Read and Agree	

SECTION J - TABLET REQUIRMENTS

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SUBSECTION 1 - TABLET SPECIFICATIONS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Tablet Specifications	Tablets shall be configured to only allow inmates access to the services and applications approved by the County. Additional applications shall be mutually agreed upon by the County and Proposer. Inmates shall be prohibited from having any access to any external applications. Tablets must communicate with pre-approved applications and networks only.	Read and Agree	
1.002	Tablet Specifications	Tablets shall be restricted to Proposer wireless access points only and shall be unable to connect to other wireless network access points.	Read and Agree	
1.003	Tablet Specifications	Proposer shall provide the County with remote access to Tablets at no cost to the County for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered. The following reports (at a minimum), shall be made available for each Facility as applicable for monitoring and investigative purposes. New reports, as requested by County, shall be developed and provided by Proposer at no cost to County:	Read and Agree	
1.004	Tablet Specifications	Transactions by inmate;	Read and Agree	
1.005	Tablet Specifications	Application usage by inmate;	Read and Agree	
1.006	Tablet Specifications	Totals by inmate;	Read and Agree	
1.007	Tablet Specifications	Totals by Tablet;	Read and Agree	
1.008	Tablet Specifications	Daily, weekly and monthly statistics.	Read and Agree	
1.009	Tablet Specifications	Proposer's user application for the Tablet solution shall provide the capability to export the reports in a mutually agreed upon format agreed to by County and Proposer.	Read and Agree	
1.010	Tablet Specifications	Proposer shall have the capability to disable and/or shut off services to a single Tablet or group Tablets based on the user level and password, and not interrupt other Tablets.	Read and Agree	
1.011	Tablet Specifications	Tablets shall be provided to the County pre-loaded with the County approved applications offering a variety of games, music and entertainment, as well as free applications / services and educational programs.	Read and Agree	

SECTION J - TABLET REQUIREMENTS

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1.012	Tablet Specifications	Tablets provided by Proposer shall be configured to provide certain "free" services to the inmate population at no charge. Such "free" services shall include:	Read and Agree	
1.013	Tablet Specifications	Clock;	Read and Agree	
1.014	Tablet Specifications	Calendar;	Read and Agree	
1.015	Tablet Specifications	Dictionary;	Read and Agree	
1.016	Tablet Specifications	Calculator;	Read and Agree	
1.017	Tablet Specifications	PDF documents approved by County;	Read and Agree	
1.018	Tablet Specifications	PDF viewer;	Read and Agree	
1.019	Tablet Specifications	Educational content;	Read and Agree	
1.020	Tablet Specifications	Religious content;	Read and Agree	
1.021	Tablet Specifications	Inmate grievances/requests;	Read and Agree	
1.022	Tablet Specifications	Law library access or online licensing;	Read and Agree	
1.023	Tablet Specifications	Commissary purchases;	Read and Agree	
1.024	Tablet Specifications	Debit purchases;	Read and Agree	
1.025	Tablet Specifications	Trust/commissary/debit account look-up;	Read and Agree	
1.026	Tablet Specifications	Inmate handbook;	Read and Agree	
1.027	Tablet Specifications	Inmate notices/bulletins; and	Read and Agree	
1.028	Tablet Specifications	Court date/release information.	Read and Agree	
1.029	Tablet Specifications	The reports shall be available to County and its agency partners from all control workstations and remote access computers depending on the user's access level.	Read and Agree	

SUBSECTION 2 - TABLET SPECIFIC INSTALLATION REQUIREMENTS

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

SECTION J - TABLET REQUIREMENTS

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2.004	Tablet Installation Requirements	Proposer shall provide informational flyers/posters in both English and Spanish outlining all Tablet services/offerings, and the cost of those services to post at the Facility at no cost to County.	Read and Agree	
2.005	Tablet Installation Requirements	Upon completion of the initial installation and any ongoing installations, Proposer shall provide County with a list of all Tablets, charging stations, equipment specifications and locations of each device.	Read and Agree	
2.006	Tablet Installation Requirements	Proposer shall provide County with the number of mobile charging stations as outlined in Attachment 1, Section L (Facility Specifications) .	Read and Agree	

SUBSECTION 3 - ELECTRONIC MESSAGING VIA TABLETS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	Electronic Messaging via Tablets	County requires that electronic messaging shall be made available to inmates via the Tablets to send and receive electronic mail and/or text messages at the rates specified in Attachment 1, Section J (Rates, Fees and Revenue Share) .	Read and Agree	
3.002	Electronic Messaging via Tablets	Proposer shall ensure that its electronic messaging using Tablets does not allow for inmates to communicate with other inmates.	Read and Agree	
3.003	Electronic Messaging via Tablets	The electronic messaging application shall have security features in place to ensure that the inmate can only send electronic messages to contacts who have already sent an inbound electronic message to the inmate.	Read and Agree	
3.004	Electronic Messaging via Tablets	Authorized users shall be able to review and approve/disapprove any outgoing or incoming electronic messages before the electronic message is made available to the end-user or inmate.	Read and Agree	
3.005	Electronic Messaging via Tablets	Proposer's electronic message application shall have the capability to flag certain keywords for investigative review. County shall have the capability to specify keywords, phrases and colloquialisms to be added to the security scanning feature, which shall be searchable. Proposer shall offer a default dictionary of such.	Read and Agree	
3.006	Electronic Messaging via Tablets	County reserves the right to specify the allowed number of characters to be transmitted in any incoming and outgoing electronic message; this shall be configurable based on County's request.	Read and Agree	

SECTION J - TABLET REQUIRMENTS

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3.007	Electronic Messaging via Tablets	Proposer's electronic messaging application shall store all electronic messages, in a searchable format, for the life of the Agreement plus seven (7) years after expiration or termination of the Agreement.	Read and Agree	
3.008	Electronic Messaging via Tablets	In the event of a natural or man-made disaster or similar event (i.e. COVID-19), as deemed necessary by County, County may require Proposer to provide two (2) free electronic messages per week. The electronic messages shall be free to the inmate, end-user and County and shall be for a period determined by County. In the event County requests free electronic messages, the parties shall evaluate the impact to the Gross Revenue, if any. All requests for free electronic messages shall be documented in writing and approved by County.	Read and Agree	

SECTION K - OTHER REQUIRED TECHNOLOGY

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

SUBSECTION 1 - ELECTRONIC TRUST FUNDING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Electronic Trust Funding	Proposer shall provide multiple funding methods to allow users to fund inmate trust accounts. These methods shall include, but not be limited to, telephone funding (both live agent and automated) and online funding through Proposer's website, mobile application, lock box and Kiosks.	Read and Agree	
1.002	Electronic Trust Funding	Proposer agrees that all deposited funds during a twenty-four (24) hour period will be initiated via ACH to County's banking institution within one (1) banking day of Proposer's receipt of said funds and at no cost to County.	Read and Agree	
1.003	Electronic Trust Funding	Proposer shall assume responsibility for all funds deposited by the general public. County shall not be held responsible for any charge-backs or fraud.	Read and Agree	
1.004	Electronic Trust Funding	Proposer shall configure its electronic deposit application in accordance with County's deposit/banking rules and regulations.	Read and Agree	
1.005	Electronic Trust Funding	The transaction fees for electronic funding, charged to the general public, are outlined in Attachment 1, Section M (Rates, Fees and Revenue Share) .	Read and Agree	
1.006	Electronic Trust Funding	Proposer shall work with County to identify and resolve all misidentified and/or misappropriated funds.	Read and Agree	
1.007	Electronic Trust Funding	Proposer shall provide County and its Designated Agent with remote access to its web based user application for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the applications/services provided under this RFP and subsequent Contract. Remote access shall be provided by Proposer at no cost to County or its Designated Agent.	Read and Agree	
1.008	Electronic Trust Funding	At no cost to County, Proposer shall provide analytical features, including searchable interfacing in order to establish funding relationships of all "linked" people making similar transactions.	Read and Agree	
1.009	Electronic Trust Funding	Access to Proposer's system shall require the use of a username and password. The access levels shall be designated by County.	Read and Agree	
1.010	Electronic Trust Funding	Proposer's system shall have the capability to record all activity of the user in an auditable format which may be tracked through Proposer's system.	Read and Agree	

SECTION K - OTHER REQUIRED TECHNOLOGY

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1.011	Electronic Trust Funding	Proposer shall store all reports and data online for the life of the Contract. A copy of all reports and data shall be stored offline by Proposer for a minimum period of two (2) years following the expiration or termination of the Contract. Archival and/or offline transactions, reports, and data shall be retrieved and provided by Proposer to County within two (2) business days upon receipt of the requested transactions, reports, and/or data.	Read and Agree	
1.012	Electronic Trust Funding	Proposer's system shall have capability to allow County to query all transactions and data stored.	Read and Agree	
1.013	Electronic Trust Funding	Proposer's system shall have the capability to alert County staff of specific activity based on pre-set criteria in Proposer's system via email.	Read and Agree	
1.014	Electronic Trust Funding	Proposer's system shall have the capability to track certain activities and patterns. The following reports (at a minimum) shall be made available as applicable for monitoring and investigative purposes. New reports, as requested by County, shall be produced by Proposer at no cost to County.	Read and Agree	
1.015	Electronic Trust Funding	Deposits by inmate;	Read and Agree	
1.016	Electronic Trust Funding	Deposits by sender;	Read and Agree	
1.017	Electronic Trust Funding	Daily, weekly, and monthly statistics;	Read and Agree	
1.018	Electronic Trust Funding	Totals by inmate;	Read and Agree	
1.019	Electronic Trust Funding	Totals by kiosk;	Read and Agree	
1.020	Electronic Trust Funding	Totals by Facility; and	Read and Agree	
1.021	Electronic Trust Funding	Totals by transaction type.	Read and Agree	
1.022	Electronic Trust Funding	Proposer's system shall provide the capability to customize reports in a format mutually agreed upon by County.	Read and Agree	
1.023	Electronic Trust Funding	Proposer's system shall have the ability to capture all activity and tasks performed by each system user.	Read and Agree	
1.024	Electronic Trust Funding	These services shall be provided to County at no cost.	Read and Agree	

SECTION K - OTHER REQUIRED TECHNOLOGY

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

SUBSECTION 2 - BOOKING KIOSKS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Booking Kiosks	County requires Proposer to provide the number of booking/intake kiosks ("Booking Kiosks") identified in Attachment 1, Section L (Facility Specifications) to allow the newly booked inmates to deposit funds into their trust account during the booking process at no cost to County.	Read and Agree	
2.002	Booking Kiosks	County will not be responsible for any costs associated with the installation and ongoing maintenance, repair or replacement of the Booking Kiosks.	Read and Agree	
2.003	Booking Kiosks	Inmates may deposit funds via cash, debit or credit cards, and debit release cards with a MasterCard/Visa logo. Booking Kiosks shall accept both bills and coins for cash deposits.	Read and Do Not Agree	Kiosk only accepts cash. Credit/debit will be coming in a future timeframe.
2.004	Booking Kiosks	Upon each completed transaction, the Booking Kiosk(s) shall print receipts and take a picture of the inmate/user. The Booking Kiosk shall be capable of providing (2) two copies of a receipt for every completed transactions - one to be provided to the inmate and one for County.	Read and Do Not Agree	The booking kiosk does not have a camera and so cannot take a picture of the inmate/user.
2.005	Booking Kiosks	Proposer agrees to provide cash collection services for the Booking Kiosks at no cost to County and at a frequency approved by County. It is expressly understood that County reserves the right to require any armed personnel (e.g. armored car personnel or Proposer personnel) to disarm prior to entering the Facility.	Read and Agree	
2.006	Booking Kiosks	Proposer shall be capable of providing authorized users with access to transaction history and inmate photos as well as the option to print additional receipts.	Read and Do Not Agree	Camera Is not included in the kiosk.
2.007	Booking Kiosks	During the life of the Agreement, Proposer shall ensure no fees/charges are implemented for deposits made by inmates through the Booking Kiosk(s). County shall notify Proposer of any unapproved additional fees and/or charges associated with the kiosks of which County becomes aware of. The unapproved fees and/or charges are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .	Read and Agree	

SECTION K - OTHER REQUIRED TECHNOLOGY

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

SUBSECTION 3 -LOBBY KIOSKS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	Lobby Kiosks	County requires Proposer to provide the number of lobby payment kiosks ("Lobby Kiosks") identified in Attachment 1, Section L (Facility Specifications) in the lobby of each Facility as designated by County. Lobby Kiosks are for use by visitors to the Facility. The Lobby Kiosk payment services shall include, but not be limited to, deposits into an inmate trust, commissary, pre-paid collect or debit account.	Read and Agree	
3.002	Lobby Kiosks	County will not be responsible for any costs associated with an interface if one is required to implement any of the technologies associated with the Lobby Kiosks.	Read and Agree	
3.003	Lobby Kiosks	County will not be responsible for any costs associated with the installation and ongoing maintenance, repair or replacement of the Lobby Kiosks.	Read and Agree	
3.004	Lobby Kiosks	Public visitors shall be able to make deposits via cash and credit or debit cards.	Read and Do Not Agree	Kiosk only accepts cash. Credit/debit will be coming in a future timeframe.
3.005	Lobby Kiosks	County requires Proposer to provides Lobby Kiosks with touch-screen technology.	Read and Agree	
3.006	Lobby Kiosks	Upon each completed transaction, the Lobby Kiosk(s) shall print receipts and take a picture of the depositor. The Lobby Kiosk shall be capable of providing a receipt for every completed transaction.	Read and Do Not Agree	The booking kiosk does not have a camera and so cannot take a picture of the inmate/user.
3.007	Lobby Kiosks	Proposer shall detail all fees/charges associated with the Lobby Kiosks in Attachment 1, Section M (Rates, Fees and Revenue Share) .	Read and Agree	
3.008	Lobby Kiosks	Proposer agrees to provide cash collection services for the Lobby Kiosks at no cost to County and at a frequency approved by County. It is expressly understood that County reserves the right to require any armed personnel (e.g. armored car personnel or Proposer personnel) to disarm prior to entering the Facility.	Read and Agree	
3.009	Lobby Kiosks	Proposer shall provide to County a detailed weekly ACH reconciliation report that includes all credit and debit card and cash transactions for the preceding week (Monday-Sunday) for the Lobby Kiosks.	Read and Agree	

SECTION K - OTHER REQUIRED TECHNOLOGY

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

3.010	Lobby Kiosks	Before any changes to the fees/charges associated with deposits through the Lobby Kiosks are implemented, Proposer must submit a written request to receive approval from County. County will respond in writing to Proposer's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in Attachment 2 - Agreement Terms .	Read and Agree	
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SUBSECTION 4 - DEBIT RELEASE CARDS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	Debit Release Cards	As part of the initial installation, Proposer shall provide County a debit release card program for use by the inmate at no cost to the County wherein unused balances of inmate trust accounts are transferred to PIN-based debit release cards in full upon the release of the inmates from the Facility. The County shall not be responsible for any charges associated with debit release cards. Proposer charges or fees associated with the debit release cards are specified in Attachment 1, Section M (Rates, Fees, and Revenue Share).	Read and Agree	
4.002	Debit Release Cards	The debit release card service shall consist of hardware and software to enable the County to transfer inmate funds via a MasterCard debit card at the time of release, provided at no cost to the County.	Read and Agree	
4.003	Debit Release Cards	Proposer shall provide a station for debit release cards to be loaded as specified in Attachment 1, Section L (Facility Specifications) ;	Read and Agree	
4.004	Debit Release Cards	Cards shall be accepted at any location that accepts MasterCard; and	Read and Agree	
4.005	Debit Release Cards	Cardholders shall have access to account information via the internet and a toll-free telephone number.	Read and Agree	
4.006	Debit Release Cards	Proposer will be solely responsible for any contractual obligations associated with a third-party provider of debit release cards. The County shall not be party to such agreements, nor shall the County be liable for any actions that arise as a result of such an agreement.	Read and Agree	
4.007	Debit Release Cards	Debit release cards shall be loaded utilizing a web-based interface operated by the County, which enables the transfer of funds from an inmate's trust account to the card at the time of release.	Read and Agree	

SECTION K - OTHER REQUIRED TECHNOLOGY

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

4.008	Debit Release Cards	Proposer shall provide County staff with all training necessary to operate the debit release card technology.	Read and Agree	
4.009	Debit Release Cards	All fees associated with the debit release cards are outlined in Attachment 1, Section M (Rates, Fees and Revenue Share) .	Read and Agree	
4.010	Debit Release Cards	The County shall have access to the debit release card application and reports, including, but not limited to:	Read and Agree	
4.011	Debit Release Cards	Daily, monthly, and weekly reports;	Read and Agree	
4.012	Debit Release Cards	Date range reports;	Read and Agree	
4.013	Debit Release Cards	Location reports; and	Read and Agree	
4.014	Debit Release Cards	Card load details.	Read and Agree	
4.015	Debit Release Cards	All reports shall be available for export in Microsoft Excel 2016 (or greater) format.	Read and Agree	

SUBSECTION 5 - CELL PHONE DETECTION EQUIPMENT

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	Cell Phone Detection Equipment	County requires Proposer to provide the number of cellular phone detection units ("Cell Phone Detectors") identified in Attachment 1, Section L (Facility Specifications) to allow County Facility staff to conduct overt and covert searches for cellular phones and other contraband.	Read and Agree	
5.002	Cell Phone Detection Equipment	Cell Phone Detectors shall be capable of detecting contraband cellular phones in both on and off positions and anywhere on the inmate's body or in an inmate's body cavity.	Read and Agree	
5.003	Cell Phone Detection Equipment	Cell Phone Detectors shall be capable of detecting other dangerous contraband such as weaponized metal objects anywhere on the inmate's body or in an inmate's body cavity.	Read and Agree	

SECTION H - FACILITY SPECIFICATIONS

SUBSECTION 1 - FACILITY INFORMATION & EQUIPMENT REQUIREMENTS

Data Category	Kings County Jail
Average Daily Population (ADP):	566
Number of Beds:	625
Inmate Type:	County
Call Time Limit:	20 minutes
Hours of Availability for Inmate Telephones:	06:00 - 23:30
Hours of Availability for Booking Telephones:	00:00 - 23:59
Inmate Telephones Required:	60
Required Telephone Cord Length (Inmate Telephones):	18"
Portable Phones Required:	3
TDD Devices Required:	1
VRS Units Required:	1
Captel Units Required:	1
Inmate Video Visitation Stations Required:	40
Lobby/public VVS Units	40 + 1 registration kiosk
Portable VVS Units	2
Required Cord Length (Inmate Video Visitation Stations):	18"
Required VVS Control Workstations:	2
Required Tablets:	150
Required Charging Stations:	6
Required Kiosks (Lobby):	1
Contraband Cellphone Detection Units:	2 Stationary; 5 Mobile
Required Kiosks (Booking):	1
Required Kiosks (Registration)	1

INTENTIONALLY LEFT BLANK

SUBSECTION 2 - INTERFACE CONTACT INFORMATION

Service Provider Type	Company & Contact Name	Contact Telephone Number	Email
JMS	Spillman - Tally Gochis	435-840-0198	Tally.Gochis@motorolasolutions.com
Commissary	Canteen of Fresno - Scott Browning	559-485-8800	ScottB@canteenfresno.com

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

Category	Number of Calls	Number of Minutes	Bulk Purchases
Collect/Direct Bill	0	0	n/a
Pre-Paid Collect	16,295	8,782,825	n/a
Pre-Paid Card/Debit	832	351,885	n/a
Voicemail	12	n/a	n/a

SECTION H - FACILITY SPECIFICATIONS

SUBSECTION 4 - CURRENT CALLING RATES

Category	Surcharge	Per Minute	Avg Cost/Call
Local			
Collect/Direct Bill	\$ -	\$ 0.25	\$ 5.00
Pre-Paid Collect	\$ -	\$ 0.21	\$ 4.20
Pre-Paid Card/Debit	\$ -	\$ 0.21	\$ 4.20
Intralata/Intrastate			
Collect/Direct Bill	\$ -	\$ 0.25	\$ 5.00
Pre-Paid Collect	\$ -	\$ 0.21	\$ 4.20
Pre-Paid Card/Debit	\$ -	\$ 0.21	\$ 4.20
Intralata/Interstate			
Collect/Direct Bill	\$ -	\$ 0.25	\$ 5.00
Pre-Paid Collect	\$ -	\$ 0.21	\$ 4.20
Pre-Paid Card/Debit	\$ -	\$ 0.21	\$ 4.20
Interlata/Interstate and Domestic International			
Collect/Direct Bill	\$ -	\$ 0.25	\$ 5.00
Pre-Paid Collect	\$ -	\$ 0.21	\$ 4.20
Pre-Paid Card/Debit	\$ -	\$ 0.21	\$ 4.20
International			
Collect/Direct Bill	\$ -	\$ 0.75	\$ 15.00
Pre-Paid Collect	\$ -	\$ 0.75	\$ 15.00
Pre-Paid Card/Debit	\$ -	\$ 0.75	\$ 15.00
Voicemail (If in place on current contract)	\$ -	\$ -	\$ 1.00

SUBSECTION 5 - CURRENT FEES

Name	Fee Description	Amount	Frequency
Pre-Paid Collect Funding Fee	IVR/Automated	\$ 3.00	Per Transaction
Pre-Paid Collect Funding Fee	Live Representative	\$ 5.95	Per Transaction
Collect Calling Fee	Paper Bill Statement Fee	\$ 2.00	Per Month
Electronic Funding Fee (All channels)	Trust Account Funding Fee	\$ 2.95	Per Transaction
Debit Release Card Fee	Account Activation Fee	\$ -	One Time
Debit Release Card Fee	Account Maintenance Fee	\$ -	Monthly
Debit Release Card Fee	Transaction Fee	\$ -	Per Transaction
Debit Release Card Fee	Cashout/Account Closure Fee	\$ -	Per Transaction

SECTION M - RATES, FEES AND REVENUE SHARE

Rates, Fees, and Revenue Share is divided into two (2) Options. Option one (1) lists County's required rates for ITS. Proposer shall base its revenue share offers on these rates. Option two (2) is for Proposer to offer a lower rate structure and revenue share for the same services. If County elects to consider another rate structure, Option two (2) must be filled in. If County does not want to consider other rates, Option two (2) will be grayed out and the section so noted. This form requires the signature of an authorized Proposer Representative. Responses submitted without an authorized signature shall not be considered for evaluation or award.

SECTION 1 - ITS RATES AND FEES

OPTION 1 - REQUIRED CALLING RATES				OPTION 2 - ALTERNATIVE (LOWER) CALLING RATES			
Category	Per Minute Rate		Avg Cost/Call	Category	Per Minute Rate		Avg Cost/Call
Local				Local			
Collect/Direct Bill	\$	0.25	\$ 5.00	Collect/Direct Bill	\$	0.21	\$ 4.20
Pre-Paid Collect	\$	0.21	\$ 4.20	Pre-Paid Collect	\$	0.21	\$ 4.20
Pre-Paid Card/Debit	\$	0.21	\$ 4.20	Pre-Paid Card/Debit	\$	0.21	\$ 4.20
Intralata/Intrastate				Intralata/Intrastate			
Collect/Direct Bill	\$	0.25	\$ 5.00	Collect/Direct Bill	\$	0.21	\$ 4.20
Pre-Paid Collect	\$	0.21	\$ 4.20	Pre-Paid Collect	\$	0.21	\$ 4.20
Pre-Paid Card/Debit	\$	0.21	\$ 4.20	Pre-Paid Card/Debit	\$	0.21	\$ 4.20
Interlata/Intrastate				Interlata/Intrastate			
Collect/Direct Bill	\$	0.25	\$ 5.00	Collect/Direct Bill	\$	0.21	\$ 4.20
Pre-Paid Collect	\$	0.21	\$ 4.20	Pre-Paid Collect	\$	0.21	\$ 4.20
Pre-Paid Card/Debit	\$	0.21	\$ 4.20	Pre-Paid Card/Debit	\$	0.21	\$ 4.20
Interstate and Domestic Int'l				Interstate and Domestic Int'l			
Collect/Direct Bill	\$	0.25	\$ 5.00	Collect/Direct Bill	\$	0.21	\$ 4.20
Pre-Paid Collect	\$	0.21	\$ 4.20	Pre-Paid Collect	\$	0.21	\$ 4.20
Pre-Paid Card/Debit	\$	0.21	\$ 4.20	Pre-Paid Card/Debit	\$	0.21	\$ 4.20
International				International			
Collect/Direct Bill	n/a		n/a	Collect/Direct Bill	n/a		n/a
Pre-Paid Collect	n/a		n/a	Pre-Paid Collect	n/a		n/a
Pre-Paid Card/Debit	\$	0.75	\$ 15.00	Pre-Paid Card/Debit	\$	0.75	\$ 15.00
OPTION 1 - ITS REQUIRED FEES				OPTION 2 - ITS ALTERNATIVE FEE STRUCTURE			
Proposer shall list all 3rd party vendors from which it receives funding services (e.g. Western Union, Money Gram, etc.) including the fees the 3rd party charges end-users for the service. Additional mark-up of 3rd party fees is prohibited.				Proposer shall list all 3rd party vendors from which it receives funding services (e.g. Western Union, Money Gram, etc.) including the fees the 3rd party charges end-users for the service. Additional mark-up of 3rd party fees is prohibited.			
Fee Type	Amount	Frequency		Fee Type	Amount	Frequency	
Collect Billing Fee	\$ 2.00	Monthly		Collect Billing Fee	\$ 2.00	Monthly	
Pre-Paid Collect Funding Fee				Pre-Paid Collect Funding Fee			
IVR/Automated	\$ 3.00	Per Transaction		IVR/Automated	\$ 3.00	Per Transaction	
Live Agent	\$ 5.95	Per Transaction		Live Agent	\$ 5.95	Per Transaction	
Third Party (Proposer Specify)	\$ -	Pass Through		Third Party (Proposer Specify)	\$ -	Pass Through	

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SECTION 2 - VVS RATES AND FEES					
OPTION 1 - REQUIRED VVS RATES			OPTION 2 - ALTERNATIVE (LOWER) VVS RATES		
Category	Per Minute Rate	Avg Cost/Visit 30 Minutes	Category	Per Minute Rate	Avg Cost/Visit 30 Minutes
30-Minute Remote Video Visitation Session (After 2 free per week):	\$ 0.40	\$ 12.00	30-Minute Remote Video Visitation Session (After 2 free per week):	\$0.30	\$9.00
All Other Fees:	Not Allowed		All Other Fees:	Not Allowed	

SECTION 3 - TABLET APPLICATION RATES AND FEES					
OPTION 1 - REQUIRED TABLET RATES			OPTION 2 - ALTERNATIVE (LOWER) TABLET RATES		
Proposer shall list all fees and/or rates associated with Tablet services. For each charged application, Proposer shall indicate the per-unit charge for each application OR the per-minute charge for all media services, whichever is applicable.			Proposer shall list all fees and/or rates associated with Tablet services. For each charged application, Proposer shall indicate the per-unit charge for each application OR the per-minute charge for all media services, whichever is applicable.		
Category	Fee Name	Fee Amount	Category	Fee Name	Fee Amount
Educational Content	N/A	No Charge to Inmates	Educational Content	N/A	No Charge to Inmates
Religious Content	N/A	No Charge to Inmates	Religious Content	N/A	No Charge to Inmates
Inmate Grievances/Requests	N/A	No Charge to Inmates	Inmate Grievances/Requests	N/A	No Charge to Inmates
Law Library	N/A	No Charge to Inmates	Law Library	N/A	No Charge to Inmates
Commissary Ordering	N/A	No Charge to Inmates	Commissary Ordering	N/A	No Charge to Inmates
Electronic Messages	N/A	\$0.50	Electronic Messages	N/A	\$0.50
Electronic Messages w/ Attachments	N/A	\$1.00	Electronic Messages w/ Attachments	N/A	\$1.00
Video Messages	N/A	\$1.50	Video Messages	N/A	\$1.50
Entertainment Media - Games	N/A	\$1.99-\$7.99	Entertainment Media - Games	N/A	\$1.99-\$7.99
Entertainment Media - Movies	N/A	\$1.99-\$7.99	Entertainment Media - Movies	N/A	\$1.99-\$7.99
Entertainment Media - Music	N/A	\$0.69-\$1.98	Entertainment Media - Music	N/A	\$0.69-\$1.98
Entertainment Media - Streaming (All Media)	N/A	\$1.25-\$1.75	Entertainment Media - Streaming (All Media)	N/A	\$1.25-\$1.75

SECTION 4 - ELECTRONIC FUNDING FEES					
OPTION 1 - REQUIRED ELECTRONIC FUNDING FEES			OPTION 2 - ALTERNATIVE (LOWER) ELECTRONIC FUNDING FEES		
Fee Type	Amount	Frequency	Fee Type	Amount	Frequency
Electronic Funding Fee - Lobby Kiosk - Cash	\$ 1.50	Per Transaction	Electronic Funding Fee - Lobby Kiosk - Cash	\$1.50	Per Transaction
Electronic Funding Fee - Lobby Kiosk - Credit	\$ 2.95	Per Transaction	Electronic Funding Fee - Lobby Kiosk - Credit	\$ 2.95	Per Transaction
Electronic Funding Fee - Booking Kiosk - Cash	\$ -	Per Transaction	Electronic Funding Fee - Booking Kiosk - Cash	\$0.00	Per Transaction
Electronic Funding Fee - Booking Kiosk - Credit	\$ -	Per Transaction	Electronic Funding Fee - Booking Kiosk - Credit	\$0.00	Per Transaction
Electronic Funding Fee - Online/Mobile App.	\$ 2.95	Per Transaction	Electronic Funding Fee - Online/Mobile App.	\$2.95	Per Transaction
Electronic Funding Fee - Phone - IVR	\$ 2.95	Per Transaction	Electronic Funding Fee - Phone - IVR	\$2.95	Per Transaction
Electronic Funding Fee - Phone - Live Agent	\$ 2.95	Per Transaction	Electronic Funding Fee - Phone - Live Agent	\$2.95	Per Transaction

SECTION 5 - DEBIT RELEASE CARD FEES					
OPTION 1 - REQUIRED DEBIT RELEASE CARD FEES			OPTION 2 - ALTERNATIVE (LOWER) DEBIT RELEASE CARD FEES		
Fee Type	Amount	Frequency	Fee Type	Amount	Frequency
Account Activation Fee		Not Allowed	Account Activation Fee		Not Allowed
Account Maintenance Fee		Not Allowed	Account Maintenance Fee		Not Allowed
Transaction Fee		Not Allowed	Transaction Fee		Not Allowed
Cashout/Account Closure Fee		Not Allowed	Cashout/Account Closure Fee		Not Allowed
All Other Fees:		Not Allowed	All Other Fees:		Not Allowed

SECTION 6 - REVENUE SHARE					
OPTION 1 - REVENUE SHARE			OPTION 2 - REVENUE SHARE		
Proposer shall enter its offer for Revenue Share percentage, Upfront Annual Amount in dollars, and/or Supplemental Incentive in dollars.			Proposer shall enter its offer for Revenue Share percentage, Upfront Annual Amount in dollars, and/or Supplemental Incentive in dollars.		
Category	Amount	Frequency	Category	Amount	Frequency
Revenue Share (%) ITS	20%	Monthly	Revenue Share (%) ITS	50%	Monthly
Revenue Share (%) Per Voicemail	20%	Monthly	Revenue Share (%) Per Voicemail	50%	Monthly
Revenue Share (%) VVS	10%	Monthly	Revenue Share (%) VVS	10%	Monthly
Revenue Share (%) Tablets	10%	Monthly	Revenue Share (%) Tablets	10%	Monthly
Revenue Share (%) Electronic Funding	5%	Monthly	Revenue Share (%) Electronic Funding	5%	Monthly
Upfront Annual Amount	\$0.00	N/A	Upfront Annual Amount	\$0.00	N/A
Monthly Administrative Payment	\$ 5,000.00	Monthly	Monthly Administrative Payment	\$ 5,000.00	Monthly

FAILURE TO SIGN BELOW WILL DISQUALIFY PROPOSER'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

Proposer Name: Securus Technologies, LLC
Authorized Representative: Dennis Reinhold
Signature: Original signature on page 212 of proposal

Date: 9/22/2020

SECTION N - EXCEPTIONS TO THE RFP

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

Exception Number	RFP Section, Subsection AND Requirement Number	Describe 1) The nature of the exception AND 2) How Proposer's response will still meet the RFP requirements.
1	Section D, 2, 2.016	Securus provides all payments and reporting to the customer by the 25th of the month following the traffic month
2	Section D, 2, 2.023	This data point is not included as part of a standard Securus stratification report for Praeses accounts.
3	Section D, 2, 2.026	This data point is not included as part of a standard Securus stratification report for Praeses accounts.
4	Section D, 2, 2.034	This data point is not included as part of a standard Securus stratification report for Praeses accounts.
5	Section D, 2, 2.038	Securus provides all payments and reporting to the customer by the 25th of the month following the traffic month
6	Section D, 2, 2.041	This data point is not included as part of a standard Securus stratification report for Praeses accounts.
7	Section D, 2, 2.044	This data point is not included as part of a standard Securus stratification report for Praeses accounts.
8	Section D, 2, 2.045	This data point is not included as part of a standard Securus stratification report for Praeses accounts.
9	Section D, 2, 2.052	Inmate name is protected under United States CPNI (Customer Proprietary Network Information). The Telecommunications Act of 1996 together with clarification from the Federal Communications Commission (FCC) prohibits the use of this information without customer permission. Securus is not legally allowed to release inmate name information.
10	Section D, 2, 2.063	This data point is not included as part of a standard Securus stratification report for Praeses accounts.

SECTION N - EXCEPTIONS TO THE RFP

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

11	Section D, 2, 2.071	This data point is not included as part of a standard Securus stratification report for Praeses accounts.
12	Section D, 2, 2.080	As noted in the Exceptions, Securus does not provide all required reporting fields. Securus will provide all payments and reporting for the Customer by the 25th day of the month following the traffic month.
13	Section D, 2, 3.010	Securus provides all payments and reporting to the customer by the 25th of the month following the traffic month.
14	Section D, 4, 4.011	Securus provides all payments and reporting to the customer by the 25th of the month following the traffic month.
15	Section D, 5, 5.002	Securus provides all payments and reporting to the customer by the 25th of the month following the activity/session.
16	Section D, 6, 6.008	Securus only rounds up, as we do on other Praeses Accounts.
17	Section I, 4, 4.019	When reviewing a recorded message, authorized administrator can stop, pause, and restart; but during a live visit. He/she can display on-screen messaging regarding policies or they can terminate the visit.
18	Section I, 4, 4.022	This is not a capability of the SVC system.
19	Section I, 5, 5.002	All appointments are scheduled in advance and are automatically available at the proper time; but participants need to dial in to begin the session.
20	Section I, 5, 5.004	Parties must redial into the session, but the session remains available for the scheduled period.

SECTION N - EXCEPTIONS TO THE RFP

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

21	Section I, 5, 5.005	SVC sessions do not have the capability of sending an alert to facility personnel when a visitation session is being scheduled, but authorized facility personnel can establish limitations to inmate permissions to prevent unauthorized visitation sessions.
22	Section K, 2, 2.003	Kiosk only accepts cash. Credit/debit will be coming in a future timeframe.
23	Section K, 2, 2.004	The booking kiosk does not have a camera and so cannot take a picture of the inmate/user.
24	Section K, 2, 2.006	Camera Is not included in the kiosk.
25	Section K, 3, 3.004	Kiosk only accepts cash. Credit/debit will be coming in a future timeframe.
26	Section K, 3, 3.006	The booking kiosk does not have a camera and so cannot take a picture of the inmate/user.

SECTION O - EXCEPTIONS TO AGREEMENT TERMS

All Proposer Exceptions to the terms and conditions of Attachment 2 - Agreement Terms shall be noted in this form. Proposer may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Proposer should write "No Exceptions" under #1 below. Proposer exceptions/comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

Exception Number	RFP Section, Subsection AND Requirement Number	Describe 1) The nature of the exception AND 2) How Proposer's response will still meets the RFP requirements.
1	"No Exceptions"	
2		
3		
4		
5		
6		
7		
8		
9		
10		

SECTION P - RECEIPT OF ADDENDA

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

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

A. Proposer hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Initials
1	9/11/2020	DJR
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OR:

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

Check Here if No Addendum Issued _____ Date _____ Initials _____

Original signature on page 218 of proposal _____

Signature of Authorized Individual

Dennis Reinhold, SVP & General Counsel _____

Name and Position

SECTION Q - PROPOSER'S CONFERENCE REGISTRATION FORM

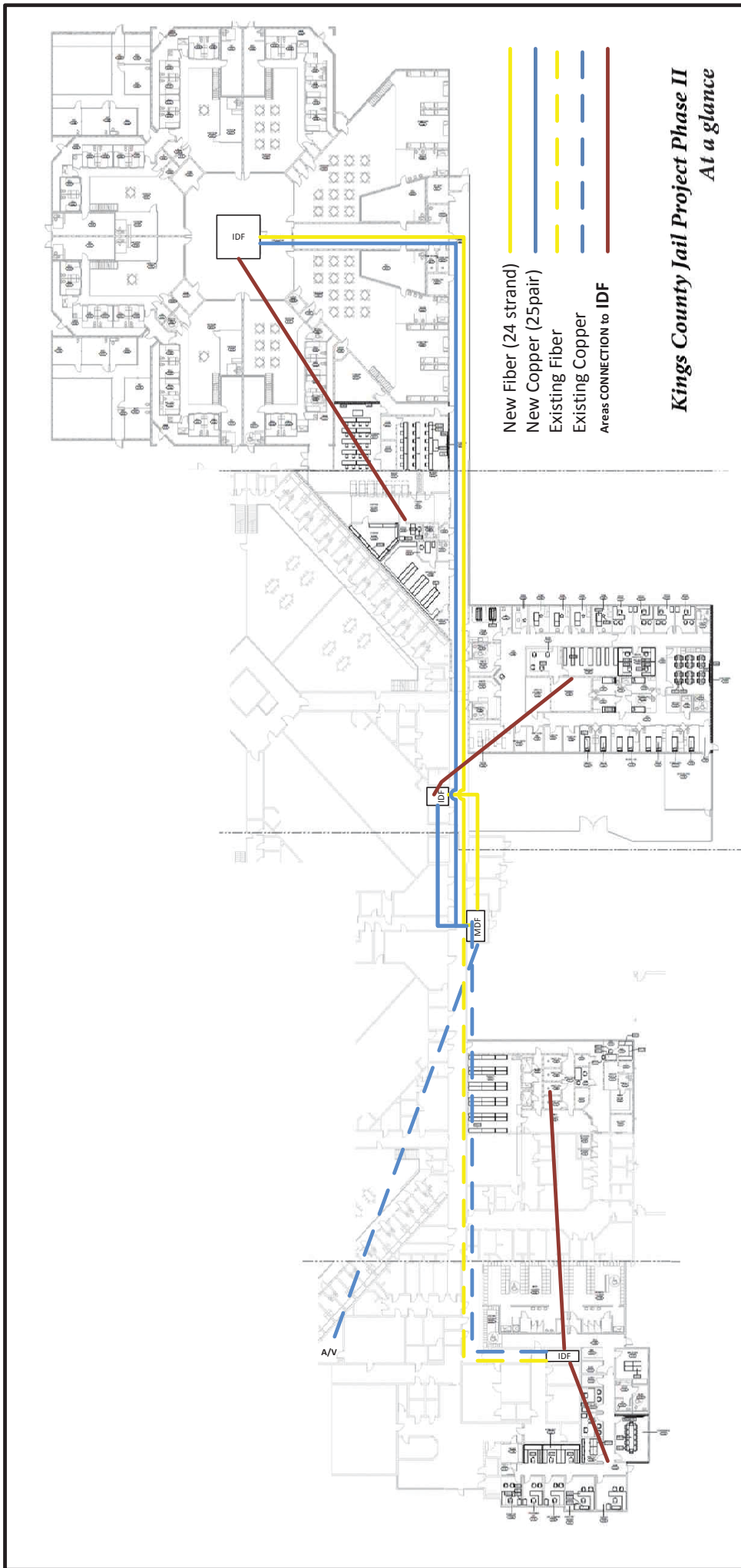
This Proposer's Conference registration Form must be completed and returned to the RFP contact specified in the **Main RFP (Section 2.6)** on or before the date specified in the Schedule of Events. The Facility will provide an escort. Please provide the following information for the Proposer representative that will be attending the Proposer's Conference which will be held on the date specified in the Schedule of Events.

Please note that due to current local, state, and federal public health official guidelines and in response to the COVID-19 pandemic, certain protocols must be adhered to at all times during the Conference to ensure the safety of County staff, inmates, and visitors. Proposer's submittal of this Conference Registration Form shall be interpreted as acceptance of the following:

- Only one (1) representative may attend the Conference on behalf of a Proposer.
- Personal protective equipment (PPE) must be worn at all times within the facility. At a minimum, facial coverings and gloves shall be required. Additional PPE (e.g. shoe/clothing coverings) shall be at the Proposer's/attendee's discretion.
- Social distancing protocols must be observed. All attendees are required to maintain a minimum of six (6) feet of distance at all times, wherever possible.
- To assist with adhering to social distancing protocols, each Proposer shall be assigned an allotted one (1) hour and forty-five (45) minute time slot to tour the facility. At the allotted time limit, all tours will end and Proposers are to leave the facility.
- Proposers shall indicate their 1st, 2nd, and 3rd choice timeslots by initialing in the boxes below. The final time slots shall be assigned on a first-come, first-served basis by order of receipt of this Conference Registration Form and will be confirmed for each Proposer on the date indicated in the **Schedule of Events**.

Proposer Name:	Stephen Youngs
Address - Line 1:	4000 International Parkway
Address - Line 2:	Carrollton, TX 75007
Main Contact Phone Number:	(469) 404-7075
Main Contact Email Address:	syoungs@securustechnologies.com

Available Time Slots	First Choice	Second Choice	Third Choice
Tuesday, August 18th, 8:00 a.m. - 9:45 a.m.			
Tuesday, August 18th, 10:00 a.m. - 11:45 a.m.	X		
Tuesday, August 18th, 1:00 p.m. - 2:45 p.m.		X	
Tuesday, August 18th, 3:00 p.m. - 4:45 p.m.			X
Wednesday, August 19th, 8:00 a.m. - 9:45 a.m.			
Wednesday, August 19th, 10:00 a.m. - 11:45 a.m.			
Wednesday, August 19th, 1:00 p.m. - 2:45 p.m.			
Wednesday, August 19th, 3:00 p.m. - 4:45 p.m.			



NOTICE TO ALL VENDORS SUBMITTING RESPONSES

SUBJECT: RFP 2020-58 INMATE COMMUNICATION SERVICES

Addendum No. 1

The following additions and revisions to the plans and specifications shall become a part of the contract documents. **Proposers must acknowledge receipt of this addendum by including a copy with their response.** In case of conflict between Proposal Documents and this Addendum, this Addendum shall govern. Addendum one (1) consists of thirty-one (31) page(s).

This Addendum No. 1 to Kings County's RFP# 2020-58: Inmate Communication Services is comprised of two (2) parts:

Part 1 contains questions submitted in writing to the RFP contact. Proposer identifying information has been redacted (XXXXX) throughout. Questions are listed herein in no particular order.

Part 2 contains verbal questions presented during the Proposer's Conference, as transcribed by County.

Part 1

1Q: Please provide a copy of the current Inmate Communications Agreement, including any Attachments, Amendments or Addendums.

1A: This information is not applicable to this RFP. County's existing contract may be obtained through the applicable public records request.

2Q: XXXXX notes the high-level historical call statistics provided within Tab L of Attachment 1 – Mandatory Requirements. Please provide the County's actual monthly Revenue / Commission Statements (relative to phone usage and video visitation sessions) from the incumbent Inmate Communications Provider, covering the most recent 6-Month period. The reports should provide a detailed summary of call traffic, broken out by Call Type and Bill Type, as well as Video Visitation traffic.

2A: Please see below for the updated average calling and VVS statistics using February – July 2020 data:

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Call/Bill Type	Calls	Minutes
Debit (Usage)		
Local	1,693	15,720
Intralata/Intrastate	949	7,897
Interlata/Intrastate	616	5,803
Interstate	287	3,220
International	9	60
Subtotal	3,553	32,699
Direct Bill		
Local	140	862
Intralata/Intrastate	18	72
Interlata/Intrastate	4	34
Interstate	0	0
International	0	0
Subtotal	162	968
Pre-Paid Cards (Usage)¹		
Local	60	465
Intralata/Intrastate	69	435
Interlata/Intrastate	18	144
Interstate	15	108
International	1	13
Subtotal	163	1,165
Pre-Paid Collect		
Local	9,133	86,400
Intralata/Intrastate	5,788	52,017
Interlata/Intrastate	1,917	19,013
Interlata/Interstate	720	7,083
International	7	104
Subtotal	17,564	164,618
Grand Total	21,442	199,449
Call/Bill Type		
Voicemail	11	11
VVS²	532	15,970

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¹ County no longer utilizes pre-paid calling cards. Totals herein are for historical call data calculations only.

² Video visits are currently billed in 30 minute blocks. Minute total herein reflect the total number of completed remote visits times 30 minutes.

3Q: The RFP states in Attachment 1 Section L that 150 tablets are required. However, we understand that this is in addition to the current quantity for a total of 250 tablets. Please confirm the total amount of tablets required?

3A: For the purposes of this RFP, the requirement is for Proposer to provide 150 total tablets.

4Q: The evaluation criteria Attachment 1 Section C.1 allots 20% to the Cost Proposal. The Cost Proposal may consist of revenue share, calling rates, fees, upfront payments, etc. How will each of these be evaluated? What are the relative weights of each? Is one more important than the others?

4A: County does not disclose the weights of individual criteria. Please refer to Attachment 1, Sections C (Evaluation & Selection) and C.1 (Evaluation Criteria) for additional information relative to the evaluation, scoring, and award of submitted proposals.

5Q: Need Address to mail RFP by FedEx.

**5A Kings County Purchasing Department
Attn: Evan Jones, Purchasing Manager
1400 W. Lacey Blvd, Bldg. 6
Hanford, California 93230**

6Q: Page 19 of RFP is blank (are requirements missing)?

6A: Page 19 is blank due to a formatting error. Please disregard as this page does not/did not contain any RFP related information.

7Q: Section 2.2 Schedule of Events

2.2.1 The following is County’s best estimate of the schedule of events (“Schedule of Events”). County reserves the right to revise the Schedule of Events. Unless otherwise specified, the times provided are Pacific Standard Time (PST).

Question: Will the county please allow for additional questions to be asked after the reception of the initial responses? This is normal and customary as the dissemination of answers will potentially spark additional questions that will need to be submitted and answered.

7A: This will be the only opportunity to submit questions during the RFP period. In the event County elects to select Proposers for a BAFO, additional questions may be submitted by those Proposers as a part of that process.

8Q: Section 5 Financial Transparency

5.1.1.6 A synopsis of any and all inmate communications (ITS, VVS, Tablets) RFP or contract related protests in within the last three (3) years. Include location and outcome of the protest.

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

Question: In the above referenced section of the RFP and several other areas of the RFP where “a response indicating this information is confidential and/or proprietary will be considered an exception.” Many of these items requested are protected under the California public record law. If vendors label this information as such and still provides the information to the County for evaluation purposes only, will this still be considered an exception?

8A: Clarification: A response indicating this information is confidential and/or proprietary and not provided will be considered an exception. All items that Proposers deem to be confidential and/or proprietary should be marked as such within their proposals, but failure to provide these documents shall be considered an exception. All applicable California public record laws will be adhered to in the event such documents are requested.

9Q: Attachment 1, Mandatory Requirements

Tab C, Evaluation & Selection seems to have an issue with the drop-down response cells, specifically the font being in white, which does not allow our selected response to show up in appropriate cell. In addition, Tab G, Subsection 6 Security No. 6.001 – 6.003 does not include responses “Read and Agree” or “Read and Do Not Agree” the drop down is populated with numbers.

Question: Would Kings County please reissue a new Attachment 1 – Mandatory Requirements spreadsheet Tab C with the font color set to black to allow vendors to respond appropriately in the comment column? In addition, will the County revise the drop down responses in Tab G, No. 6.001-6.003 to include the appropriate/required response of either Read and Agree or Read and Do not Agree?

9A: An updated Attachment 1 – Mandatory Requirements has been issued herein.

10Q: Attachment 1, Mandatory Requirements, Tab C.1 Evaluation Criteria

Within the evaluation criteria, 20% is allocated for Cost Proposal, rates, fees, revenue share/cost recoupment, alternative/additional proposal.

Question: What is the distribution of points related to the cost to the consumer and how are these points calculated? What is the distribution of points related to the offered commission versus rates and how are these points calculated? What is the distribution of points related to alternative/additional proposal?

10A: Please refer to County’s response to 4Q above.

11Q: Attachment 1, Mandatory Requirements, Tab M Rates, Fees and Rev Share

Question: Would the County consider revising this Tab to include additional line items for value add/additional technology costs and fees?

11A: Proposer may add additional lines to supplement their financial proposals so long as there is an offer based on the initial required terms as outlined in Tab M.

12Q: Attachment 1 Mandatory Requirements, Tab M Rates, Fees and Rev Share

Question: Would the County consider accepting additional pricing offers? If so, how would the County like these additional pricing offers submitted?

12A: Proposers are welcome to submit any number of alternative financial models, so long as the Proposer provides a response to the required two options, as outlined in the RFP. Proposer may submit these additional financial models in whatever manner Proposer desires.

13Q: Can the County please provide the current contact information of the representatives for the vendor name of the Jail Management System that you are using?

13A: This information is outlined in Attachment 1, Section L (Facility Specifications).

14Q: Can the County please provide the current contract and contact information for your current commissary provider?

14A: This information is outlined in Attachment 1, Section L (Facility Specifications).

15Q: Can the County please provide contact information for the representative/company that operates your trust account and your commissary account?

15A: The commissary provider's information is outlined in Attachment 1, Section L (Facility Specifications). The trust accounts are currently managed and administered by County staff via the JMS. JMS contact information is outlined in Attachment 1, Section L (Facility Specifications. Specific information regarding contacts for County administrators shall be provided to the awarded Proposer.

16Q: Section 4 Core Technologies, 4.1 Equipment and Installation Requirements
Question: Will all new phone and video equipment be required with this new contract, even if contract is awarded to the incumbent?

16A: This information is outlined in Attachment 1, Section H (ITS Requirements), Requirement# 1.003 and Section I (VVS Requirements), Requirement# 2.005.

17Q: Section 6 Service

Question: So that each vendor can provide the most accurate quote/financial offer, can you please provide a housing breakdown by facility and housing unit, along with the current ADP for each housing unit, average population, and its respective maximum capacity?

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17A:

Kings County Jail				
Unit	#Phones	#VVS	Max ADP	Current ADP*
A1	2	2	29	14
A2	2	2	32	34
A3	2	2	30	17
A4	2	2	32	19
A5	2	2	32	37
A6	2	2	32	1
B1	2	2	32	30
B2	2	2	32	35
B3	2	2	30	33
B4	2	2	32	18
B5	2	2	32	22
B6	2	2	16	10
C1	3	3	52	52
C2	2	3	24	19
C3	3	2	22	9
C4	3	2	22	12
C5	3	2	22	11
C6	3	2	22	13
C7	2	3	24	17
C8	3	3	52	48
P7	1	0	1	1
P8	1	0	1	1
TPOD	3 rolling	1 rolling	24	11
Mental Health	3	2	24	17
Totals	53	47	637	481
<p>* Note that the current ADP fluctuates daily and this will likely not be the exact count upon award.</p> <p>* The rated max capacity listed herein does not include temporary infirmary housing, nor does it include portable beds used in housing units A and B when needed.</p>				

18Q: COVID-19

Question: In light of Covid-19 and various states' stay at home orders, would the County agree to accept an electronic signature for this proposal response in lieu of an ink signature?

18A: County will accept an electronic signature, so long as final proposals are submitted in the formats and in the manner outlined in RFP Section 2.4 Submission of Proposal.

19Q: In RFP 2020-58 Inmate Communications Attachment 1 Mandatory Requirements, Section H Facility Specifications, Line Item # 18 states that the required number of inmate video visitation stations are 80 (40 stations).

Q. Will the County please clarify the following:

- What is the required number of inmate visitation kiosks?
- What is the required number of lobby public visitation kiosks?
- Are any portable inmate visitation kiosk required?

19A: Clarification, below are the number of VVS units being requested:

- **Inmate visitation units – 40**
- **Lobby/public units – 40 + 1 registration kiosk**
- **Portable visitation units – 2 (these were not included in original specifications).**

20Q: Please provide a breakdown of the number of portable inmate phones and video visitation kiosks required for the Medical Unit and Mental Health Units.

20A: This information is outlined in Attachment 1, Section L (Facility Specifications) and in County's response to 19A above.

21Q: Can the county explain the difference between the Minimum Annual Guarantee and the Upfront Annual Amount? Is the county requesting that their commissions are paid upfront annually including a minimum annual guarantee or is the minimum annual guarantee the commissions paid upfront?

21A: County did not include a Minimum Annual Guarantee (MAG) within its required revenue share requests, however, Proposers are free to propose such an arrangement within their individual proposals. The Upfront Annual Amount

would be evaluated as an annual bonus to supplement the monthly revenue share percentages whereas a MAG would be guaranteed minimum revenue shares and any deficiencies trued up annually.

22Q: In the RFP – Attachment 2, Agreement Terms for Inmate Communications Services, you reference Attachment 1 – Scope of Work but page 16 which is titled SCOPE OF WORK, it is left blank. Is the SCOPE OF WORK inclusive of Sections H through M?

22A: Attachment 1 - SCOPE OF WORK within the Sample Agreement will be populated based on the awarded Proposer's overall response to the RFP, including its response to all Mandatory Requirements and Negotiated Items.

23Q: Page 3 in the RFP Attachment 2, Agreement Terms for Inmate Communications Services, under 7. Revenue Share, Payment and Reporting, 1.14, County requires Contractor to remit a monthly administrative payment as indicated in Attachment 1 – Scope of Work. This is also stated under Section M. Rates, Fees & Rev Share on line 89, a Monthly Administrative Payment of \$5,000.00. Is this payment going to your management company? This question is raised because this is a recent change in requirements of RFP's to have the phone company pay for the management fee. In the past, the management fee has always been included in the county's budget, not paid for by the phone companies. While it is the county's choice to make this a requirement, is it ok for vendors to take this as an exception and offer lower rates to the inmate's family and friends?

23A: This information is not applicable to this RFP.

24Q: Page 3 in the RFP Attachment 2, Agreement Terms for Inmate Communications Services, under 7. Revenue Share, Payment and Reporting, 1.14, County requires Contractor to remit a monthly administrative payment as indicated in Attachment 1 – Scope of Work. This is also stated under Section M. Rates, Fees & Rev Share on line 89, a Monthly Administrative Payment of \$5,000.00. Will the County please clarify if this is a payment required for your management company? If yes, we respectfully ask that this requirement be removed or waived. In an effort to provide the most cost effective service to the County, your inmates, and their family and friends, this additional costs causes an undue burden that will ultimately drive up the cost to provide inmate communication services at the facility.

24A: This information is not applicable to this RFP.

25Q: Pg. 12 of RFP 2020-58 Inmate Communication Services Attachment 2 – Agreement Terms Section 26. Liquidated Damages and Section 26.1 Contractor’s failure to meet Agreement requirements both correctly and on time may result in substantial injury to the County. The amount of damages resulting from such failure may not always be quantified with certainty. Accordingly, each failure to meet a requirement, either correctly and/or on time, may be subject to liquidated damages as outlined herein. Any enforced liquidated damages will be invoiced by County to Contractor. Payments due County for the invoiced amount(s) shall be due within thirty (30) days of Contractor’s receipt of the invoice.

There is tremendous scrutiny in our industry by the FCC and the DOJ. The FCC is currently weighing in on lowering rates yet again. External prison advocacy groups such as Prison Phone Justice and others continue to push and advocate for lower communication costs to inmates and their family and friends. Given the current climate towards lowering inmate communication costs from a regulatory perspective and from the broader community perspective, the cost of liquidated damages described in section 26.1 will ultimately add additional costs to providing inmate communications at an affordable rate. We respectfully request that the Liquidated Damages section removed from the agreement, the RFP and the Attachment 1 Mandatory Requirements in its entirety.

25A: County does not intend to further amend the RFP to remove the Liquidated Damages at this time. Should County elect to do so, all Proposers shall be notified by way of an Addendum to this RFP.

26Q: Pg. 16 of the RFP states the proposer shall provider Proposer shall provide four (5) mobile cell phone detectors and two (2) stationary cell phone detectors at no cost to County.

In an effort to provide the lowest cost option to your offender population and their friends and family, we request that the provision to provide cell phone detection at no cost to the County be removed or modified to state the County will negotiate the cost of cell phone detectors with the awarded vendor. Cell phone detection per unit costs start at almost \$14,000 per unit. Regarding the required Cell Phone Detection units, does the County have a specific vendor in mind for these units or should the vendor offer the most cost-effective option for cell phone detection?

26A: County does not intend to further amend the RFP to remove the “no cost to County” from the cell phone detection technology at this time. Should County elect to do so, all Proposers shall be notified by way of an Addendum to this RFP. County also reminds Proposers that cell phone detection technology is an Additional Technology of this RFP and is not a requirement. The County is requesting that Proposers provide what information, if any, Proposers may have

relative to cell phone detection technology so that County will have a better understanding of the full costs of implementation, should they elect to do so.

27Q: On page # 1.4 states Contractor shall provide a correctional-grade mobile device/tablet solution (“Tablets”) at no cost to County. At a minimum, Tablets shall have the capability to access to various applications, including electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, grievances and commissary ordering. County reserves the right to add an ITS and/or VVS application to the Tablets.

Q: Vendors may require monthly fees to help support the provisioning/maintenance of the tablet wireless network, software, and hardware to operate and administer the tablet program, applications, and services. In an effort to provide the lowest cost option to your offender population and their friends and family, we request that this provision be removed or modified to state the County will negotiate the cost of the correctional grade tablet solution with the awarded vendor.

27A: County does not intend to further amend the RFP to remove the “no cost to County” from the tablet technology specifications at this time. Should County elect to do so, all Proposers shall be notified by way of an Addendum to this RFP.

28Q: While a surety bond is typical in procurement processes where the County will be paying for services, and thus exposed to a given vendor’s financial stability and capability of fulfilling the requirements of the bid, this particular RFP does not require the County to spend money with a Vendor. In turn, as is the case with almost all RFPs for Inmate Communications contracts, the Vendor provides the service at no cost to the County and remits a share of the revenues generated from the service. With that in mind, the requirement for a \$60,000.00 surety bond impacts the ability of XXXXX and other vendors to provide the most beneficial terms to the County. If a \$60,000.00 bond is required, inclusive of projected revenue sharing payments to the County, XXXXX and other Vendors will be required to reserve the full amount of capital necessary to fulfill the requirements. There is a significant cost to XXXXX and other Vendors to reserve the capital and thus, Vendors cannot provide the best terms to the County or most affordable calling options to inmates and their families because this cost must be factored in. XXXXX requests that this requirement be removed because the County does not pay directly for the service and this requirement impacts each Vendors ability to provide the most competitive terms to the County, along with most affordable options to inmates and their families.

28A: County does not intend to further amend the RFP to remove the Surety Bond at this time. Should County elect to do so, all Proposers shall be notified by way of an Addendum to this RFP.

29Q: What is your current inmate count as of 8/28 when RFP questions were received?

29A: Please refer to County’s response to 17Q above.

30Q: Please provide your average daily population counts from March to August 2020 (due to Covid19 reductions in inmate population, this would help give a realistic picture of your current population trends).

30A:

March	April	May	June	July	August
565	465	435	436	470	508

31Q: Please provide a copy of your current Inmate Telephone Service agreement and any amendments.

31A: County’s existing contract may be obtained through the applicable public records request.

32Q: Please provide copy of your current Video Visitation System and any amendments (if not included in your current ITS agreement).

32A: County’s existing contract may be obtained through the applicable public records request.

33Q: Please provide a copy of your current Inmate Tablet System and any amendments (if not included in your current ITS agreement).

33A: County’s existing contract may be obtained through the applicable public records request.

34Q: Does the County receive a commission on ITS revenue? If yes, what is the current ITS commission rate and are commissions paid on all call tariff types, including interstate?

34A: Information relative to the current inmate communications financial model is not applicable to this RFP.

35Q: Please provide “Monthly Commission” or similar monthly activity reports that provides a breakdown of ITS call details for each applicable tariff and call type (i.e. Collect, Prepaid, Debit Card, Inmate PIN Debit, etc..) for the past 12 months. a.

- ITS Tariff Type
- ITS Call Type
- ITS Call Count
- ITS Minutes
- ITS Gross Revenue
- ITS Commission Rate

35A: Information relative to the current inmate communications financial model is not applicable to this RFP. County has provided current call data in Attachment 1, Section L (Facility Specifications) and in County’s response to 2A above.

36Q: What is the current remote video visitation (VVS) call rate?

36A: The current remote VVS rate is \$12.00 per 30 minute session, after the required 2 free remote visits per week.

37Q: Does the County receive a commission on remote VVS revenue? If yes, what is the current remote VVS commission rate?

37A: Information relative to the current inmate communications financial model is not applicable to this RFP.

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38Q: Based upon the past 12 months, what is the average VVS commission revenue the County receives from the incumbent provider on a monthly basis?

38A: Information relative to the current inmate communications financial model is not applicable to this RFP.

39Q: Please provide commission statements for remote video visitation for the last 3 months.

39A: Information relative to the current inmate communications financial model is not applicable to this RFP.

40Q: Please provide a video visitation usage report for the last 6 months that shows number of scheduled onsite/remote video visits, number of completed/incomplete onsite/remote video visits.

40A: Please refer to County's response to 2Q above for County's response to the average number of completed video visits per month.

41Q: Does the County currently offer e-messaging to inmates via the VVS kiosk or inmate tablets? If yes, please answer the following questions:
What is the current rate per message for emails/messages?
Does the County currently receive any commission on emails/messages?
Please provide 12 months revenue/commission statements for email/messaging.
Please provide 12 months of usage statistics for email/messaging that shows how many messages were sent, how many messages were received, with cost/revenue information.

41A: E-messaging is not currently offered under the current scope of service.

42Q: Does the County currently utilize tablet services for inmates? If yes, please answer the following questions:

How many tablets are currently being used?

Please describe the current rate structure for inmates to access tablet services.

Does the County currently receive any commission from tablet access/usage?

42A: County currently has 100 tablets deployed under the current service agreement. Content usage is billed at a rate of \$0.05 per minute (excluding educational content). Information relative to the current inmate communications financial model is not applicable to this RFP.

43Q: Under the current ITS agreement, did the County receive any of the following?
Minimum Annual Guarantee – If yes, what amount was included in the minimum annual guarantee?
Minimum Monthly Guarantee – if yes, what amount was included for the minimum monthly guarantee?
Signing Bonus – If yes, what amount was included in the signing bonus?

43A: Information relative to the current inmate communications financial model is not applicable to this RFP.

44Q: Does the revenue received from the inmate communications system (phones, video visitation, tablets) go to the County General Fund, Inmate Welfare Fund, or elsewhere?

44A: This information is not applicable to this RFP.

45Q: Does the current vendor offer any alternate calling types, such as Advance Pay®, PayNow or Textto-Connect? If so, what are the rates and fees charged for these calls?

45A: Single-call pay services are not currently provided. Additionally, they will not be allowed as a call type in the subsequent Agreement resulting from this RFP.

46Q: How is the inmate trust account managed today through the Jail Management System, Commissary System, or manually?

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46A: The trust accounts are currently managed and administered by County staff via the JMS. JMS contact information is outlined in Attachment 1, Section L (Facility Specifications).

47Q: After the County responses to Vendor Questions on 9/11, will the County allow any for any follow up questions to any addendum or amendment?

47A: Please refer to County's response to 7Q above.

48Q: Since vendor questions will not be answered until 9/11 and the RFP due date is 9/25, will the County consider extending the RFP due date by 2 weeks to allow vendors to examine and response to the Vendor Q and A?

48A: County does not intend to further amend the Schedule of Events at this time. Should County elect to do so, all Proposers shall be notified by way of an Addendum to this RFP.

Part 2

1Q: Is the Lobby open 24/7?

1A: No. It closes at 8:00 pm on Thursday's and Friday's, and 10:45 pm -11:00 pm (depending on when the visiting ends) Monday, Tuesday, Wednesday, Saturday and Sunday.

2Q: Would people enter the lobby for bonding purposes?

2A: Yes.

3Q: What about a kiosk with a bonding option?

3A: No. The County is not currently seeking that option.

4Q: You have two rooms for video courtroom?

4A: No, just one.

5Q: How many will the isolation area hold?

5A: Twelve.

6Q: How many rolling video visitation stations do you need?

6A: Two.

7Q: Can we get a copy of the diagram/schematics of the jail?

7A: Please see Exhibit A, attached.

8Q: There is a kiosk in intake?

8A: Yes, in booking.

9Q: Is the law library vendor provided?

9A: Yes

10Q: There are six pods in Section A?

10A: Yes. And twelve visitation stations.

11Q: Are the visiting rooms private? How many are there?

11A: Yes and two (one on the top and one on the bottom).

12Q: Pods A and B mirror each other?

12A: Yes.

13Q: Does each inmate have their own tablet?

13A: No they are shared tablets.

14Q: How many individual cells are there in Pod A?

14A: 95

15Q: When the inmates are not on discipline, when are they allowed to have the tablets?

15A: When they come out to the day room.

16Q: In the control rooms: can they shut the phones off?

16A: Yes.

17Q: In Pod C you still have six?

17A: No, we have eight units.

18Q: What is your ADP (Average Daily Population)?

18A: Please refer to Part 1: 17A.

19Q: What is your maximum capacity?

19A: Six-hundred thirty seven.

20Q: How many cells in Mental Health?

20A: Seventeen.

21Q: Do you want the tablets to function only in the day room or also inside their cell?

21A: We will have inmates on lockdown but we still have to give inmates access to a tablet for grievances, medical requests, request lists. We need a tablet that is highly identifiable as that type of tablet with the ability to do only those basic things for the inmate. We would like a color or something to identify it. Right now we cannot distinguish the tablets from one to the other.

22Q: Is there any interest in phones in the yard(s)?

22A: No.

23Q: You have tablets in the Infirmary?

23A. Yes.

24Q: A solution to visitation could be on the tablet?

24A: County is interested in reviewing video visitation on the tablets and invites Proposers to include this option within their proposals, if it is available.

25Q: There is a registration kiosk as well as a lobby kiosk?

25A: Yes.

26Q: The lobby phone is for local free calls for the public?

26A: Yes.

27Q: For the lobby kiosk: you are hopeful to have just one account for the inmates so they can use the money for whatever they want, phone, tablet, trust account or commissary or all?

27A: Yes.

28Q: The room with all the kiosks, this is for the public?

28A: Yes, for visits.

29Q: How many visitation kiosks by the lobby?

29A: Forty-two.

30Q: For the amount of terminals you have here (42), do you feel it is too much based on current usage? What is the overall consensus on the number of terminals here?

30A: We believe it is adequate. There are a lot more remote visiting being done right now. The first hour of onsite visiting is free. We also offer an additional hour of remote visiting for free. Inmates get up to two hours a week free. Anything beyond that would be remote. There are others that use the terminals: Chaplains, attorneys, CPS.

31Q: Is the County open to a suggestion based on numbers for a different number other than what is stated in the RFP?

31A: Yes, but provide alternative equipment counts within a supplemental financial proposal as outlined in Part 1.

32Q: Is your video arraignment point to point? Other individuals who can participate with the judge on the hearing?

32A: There are multiple points of contacts (users) that can participate on the arraignment.

33Q: Is there a desire to have the ability to host video arraignment where all parties are remote?

33A: Previously judges did not like the video arraignment system due to the echo in the jail, but perhaps there might be renewed interest in it.

34Q: The video arraignment is not a need called out in the RFP correct?

34A: Correct.

35Q: In your isolation area: the fourteen-day isolation is related to COVID?

35A: Yes.

36Q: The additional cart for video visitation has been requested in the RFP?

36A: These were not included in the initial RFP request, but have been incorporated by County's response to Part 1: 19Q above.

37Q: There are two data and telephone rooms?

37A: Yes.

38Q: How many different living areas are there?

38A: A, B, C, Mental Health, Infirmary and T-Pod. Six in all.

39Q: Are there sub units?

39A: Housing A: pod 1; pod 2; pod 3; pod 4; pod 5 and pod 6. Same for Housing B. Housing C has eight. Mental Health has seventeen cells. Infirmary has ten cells. Housing T has six.

40Q: Are the inmates limited to the number of free calls they get when they are booked in?

40A: No.

41Q: Is there a limit to the length of the phone call?

41A: 20 minutes.

42Q: There is a kiosk in Booking?

42A: Yes, but it is inoperable.

43Q: Is there an armored truck service that picks up the money from the lobby kiosk and takes it to the bank now?

43A: No.

44Q: You have Casemaker® and Lexis-Nexis® apps available to the inmates?

44A: Yes.

45Q: Is there a preference one over the other?

45A: We would like Lexis-Nexis® and not have to pay for it. Although inmates tend to like both and use both. We don't know what other law systems apps are out there.

46Q: What is the capacity in the pods?

46A: Please refer to County's response to Part 1: 17A above.

47Q: Are there pre-run wireless access points in each one of the pods?

47A: Yes. To be used at awarded Proposer's own risk.

48Q: What is the ratio of tablets to inmates?

48A: Currently with max ADP, it is six inmates to one tablet. We want it down to four to one.

49Q: Do you think you are moving towards a one to one ratio of tablets to inmates?

49A: That could be submitted as a supplemental in addition to the four to one in the RFP.

50Q: In Housing units A, B, and C there are 32 inmates in each pod?

50A: Yes in A and B. In C there are two dormitories that hold fifty-two each. Four others in C hold twenty-four.

51Q: What is the usage data of billable time (number of calls and number of minutes)?

51A: Please refer to County's response to Part 1: 2Q above.

52Q: About the contraband cell phone detectors: does the County have any preference on something you have seen in the market? Brand? Provider?

52A: We don't. We have used the stationary but want the flexibility of having something portable as well. We have seen the kind that have the base but you can unlock the base and take the pole.

53Q: You don't want a metal detection wand for cell phones.

53A: No. We already have wand metal detectors.

54Q: The RFP calls for storage of the video visitation for the life of the contract which is five years with the possibility of seven years afterward. Is that the County's requirement?

54A: Yes. Please refer to Attachment 1, Section I (VVS Requirements), Requirement# 5.008 for storage requirements.

55Q: Do you have a single-call product today that is currently being used?

55A: No, and it was specifically omitted from the RFP.

56Q: Who is the current internet provider for the incumbent system?

56A: Xfinity (Comcast).

57Q: You want standard phones or video phones?

57A: Standard.

58Q: In booking you want the phones to remain the same?

58A: Yes, no changes to them.

59Q: Two phones in each pod (A & B)?

59A: Yes.

60Q: Do you want to keep the phones standard or video phones?

60A: Standard.

61Q: Is the inmates trust account managed by Canteen of Fresno?

61A: No.

62Q: Telmate is managing the account on the kiosk?

62A: No, the Sheriff's Dept. is.

63Q: Your issues are that you need to identify: what inmate has the tablet; what tablets are specific for lockdown inmates and those that are just general population; and to lockdown the tablets when not in use?

63A: Yes.

64Q: The increase in tablet numbers is part of the RFP?

64A: Yes.

65Q: You want Casemaker® and Lexis-Nexis® both on the tablets at no cost to yourself?

65A: Yes. County is open to alternative models as well.

66Q: Any issues with the wireless access points? Any areas where they are not working like they should?

66A: No.

67Q: Are you wanting to replace all of the video visitation kiosks in the lobby area?
There are forty-two of them.

67A: Yes, with forty-two new ones. These are outdated. Please refer to Part 1: 19A and Part 2: 31A for additional information.

68Q: Is there any room for reducing the amount of kiosks?

68A: We could realistically reduce the amount by a third. The kiosks are not all used at once. Please refer to Part 2: 31A for additional information.

69Q: On video visitation: when you say it only allows twenty-four visits per day is that the system that only allows or that your policy (what you will allow)?

69A: The current system.

70Q: Would you allow for more offsite visits if it were possible?

70A: Yes.

71Q: Is the offsite visitation on the County's bandwidth?

71A: No, on the current incumbent, IC Solutions.

72Q: Are those timed calls on the rollaway phones?

72A: Yes.

73Q: Where in the jail are they allowed free local calls on the phones and where are they charged?

73A: Free in the booking areas. Charged in the housing units.

74Q: Is there an enrollment phone for the inmates in booking?

74A: No. There are no voice biometrics active.

75Q: Are there phones in the yard?

75A: No.

76Q: The video visitation in the pods is onsite and offsite?

76A: Yes.

77Q: Is there a preference to have video visitation on a tablet rather than in a video visiting monitor?

77A: We would want the visitation booths to still be open.

78Q: How many inmates per housing area?

78A: As of 8/19/20: Housing A = 131; Housing B = 159; Housing C = 191.

79Q: Do the inmates put in a PIN number for the tablets?

79A: Yes.

80Q: In the control room of Housing C, you can control the phones from there?

80A: Yes.

81Q: Can they also watch the video visits from the control room in Housing C?

81A: No. Only in the control room by the lobby.

82Q: Would you want the housing control room to have access and be able to monitor the video visitation?

82A: No. They have enough responsibility.

83Q: In Mental Health, the only phones they have are in the day rooms?

83A: Yes.

84Q: Do they have access to tablets as well?

84A: Yes.

85Q: The video visitation in Infirmary are in addition to the forty-two in the lobby?

85A: Please refer to County's responses to Part 1: 19A and Part 2: 31A for additional information.

86Q: Who is your current Jail Management System (JMS)?

86A: Spillman®.

87Q: We would have to interface with Spillman®?

87A: Yes.

88Q: Has there been a discussion with Spillman® on the interface costs?

88A: Spillman has been notified that a potential new interface may be needed in the coming months. It will be the awarded Proposer's responsibility to reach out directly to coordinate interfacing setup, timeline, and any associated costs.

89Q: Has there been a conversation with Spillman® to see what the inter-facing requirements would be with a new award?

89A: Please refer to Attachment 1, Section G (General Installation Req.), Subsection 3 for further instructions relative to interfacing.

90Q: Who is your current commissary vendor?

90A: Canteen of Fresno.

91Q: In the RFP you were looking for a mail scanner? And the cellphone detection units? Any other technology that has interested the Sheriff's Department that you could share with the vendors?

County of Kings

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91A: These items are additional technologies that the Sheriff's Department is looking into. Whatever information you have and costs to implement these, please submit that with the RFP, but they are not requirements of the RFP.

END OF ADDENDUM NO. 1

Balance of the requirements and specifications remain the same.

Proposals are due on September 25, 2020 @ 2:00 P.M. local time

DocuSigned by:

Evan Jones

9/11/2020

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I hereby certify that the aforementioned information is true and correct to the best of my knowledge

Evan C. Jones, Purchasing Manager, County of Kings