

Standard Form of Agreement

AGREEMENT BETWEEN THE COUNTY OF TEHAMA SHERIFF'S DEPARTMENT  
AND  
IC SOLUTIONS

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This agreement is entered into between the County of Tehama Sheriff's Department ("County") and IC Solutions ("Contractor") for the purpose of providing an Inmate Telecommunication System at the Tehama County Jail.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide an Inmate Telecommunication system and Tablets as specified in the "County of Tehama Request for Proposal, Inmate Telecommunication System," attached hereto as Exhibit B, and the Proposal submitted by Contractor, dated December 11, 2018, attached hereto as Exhibit C.

Services shall include, but not limited to, the inmate telephone system, inmate telephone system services, instruments, integration into the jail management system, key numbers, payment platform, restricted numbers, streaming services, tablets, telecommunication devices for the deaf, telephones, unbillable numbers, and unmonitored numbers.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. COMPENSATION

Contractor shall not be entitled to any compensation or reimbursement whatsoever from County under this agreement. Contractor's sole consideration for the services performed under this Agreement shall be Contractor's Portion of the proceeds of the sales of the jail inmate telecommunication services as set forth in the Proposal, attached hereto as Exhibit C. Contractor shall pay County a commission equal to the amount set forth in the Exhibit C attached hereto. Such commission shall be deposited into the County's Inmate Welfare Fund.

4. TERM OF AGREEMENT

This agreement shall commence on the date of signed by both parties and shall remain in effect for three (3) years, with an option to extend the contract term for up to two (2) additional one (1) year periods, unless terminated due to the conditions set forth herein. If the County elects to exercise the option to extend the term for the two additional one year periods, the Sheriff must give the contractor written notice of the County's election to extend the term an additional year.

5. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Sheriff.

6. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

7. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

8. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

9. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

10. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

11. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. Contractor further agrees to fully comply with and to require its subcontractor to fully comply with such Prevailing Wage Laws. County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code Section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

12. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

13. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:                      Tehama County Sheriff's Department  
                                                 PO Box 729  
                                                 Red Bluff, CA 96080

If to Contractor:                      Keefe Group  
                                                 2200 Danbury Street  
                                                 San Antonio, TX 78217

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT:**

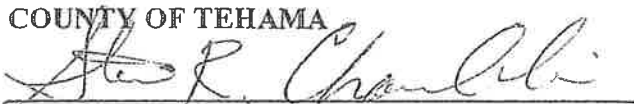
Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. **EXHIBITS:**

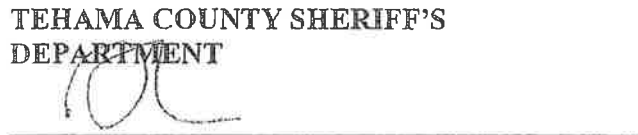
Contractor shall comply with all provisions of Exhibits A through E, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the agreement shall take precedence. In the event of a conflict between the provisions of Exhibit "B" (Request for Proposal) and the provisions of Exhibit "C" (Consultant Proposal), the provision of Exhibit "B" shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: MAY 07 2019

COUNTY OF TEHAMA  
  
Steve Chamblin, Chairman

Date: 050719

TEHAMA COUNTY SHERIFF'S  
DEPARTMENT  
  
Dave Hencratt, Sheriff

Date: 4/10/19

IC SOLUTIONS  
  
Mike Kennedy, Vice President Sales & Marketing

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Vendor Number

Approved as to form by  
Tehama County Counsel

\_\_\_\_\_  
By: -----

Standard Form of Agreement – Services adopted 4-27-10

## Exhibit A

### INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

#### Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

#### Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

#### Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less



than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

#### Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

#### Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

#### Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

#### Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

#### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

#### Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

#### Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

## Exhibit B

Issued: Tuesday, October 23, 2018

### **REQUEST FOR PROPOSALS ("RFP") FOR PROVIDING AN INMATE TELECOMMUNICATION SYSTEM TO THE COUNTY OF TEHAMA**

The County of Tehama through its Sheriff's Office and Purchasing Department, invites responses to an RFP to provide an inmate telecommunication system at the Tehama County Jail.

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#### **General Overview**

- Responders must submit one (1) original and three (3) unbound copies of the Proposal.** Responses must be submitted in a sealed envelope, and clearly labeled as "Jail Inmate Telecommunications System".
- Those interested in submitting a proposal in response to this RFP are invited to attend an optional Jail Tour on Thursday, November 8, 2018, 2:00 PM, at the Tehama County Jail, at 502 Oak Street, Red Bluff, Ca. 96080
- A Proposal submitted in response to this RFP must be signed, dated, and received by the Tehama County Administration located at 727 Oak Street, Red Bluff, CA 96080, no later than the Closing Date, Friday, November 21st, 2018, 3:00 PM. No postmarks, faxes, or emails will be accepted.
- For questions, additional information, or to obtain a copy of this RFP, please contact Brant Mesker, Staff Analyst, at (530) 527-4655, ext. 3021

#### **Timeline**

Release of RFP – Tuesday, October 23rd, 2018

Optional Jail Tour – Thursday, November 8, 2018, 2:00 PM

Questions Deadline – Monday, November 12th, 2018, 5:00 PM

Answers Deadline – Friday, November 16th, 2018, 5:00 PM

Response Submission Deadline/Closing Date – Friday, November 21st, 2018, 3:00 PM

## COUNTY OF TEHAMA INMATE TELECOMMUNICATION SYSTEM

Specifications to provide an inmate telecommunication system at the Tehama County Jail.

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### Inmate Telecommunication System Specifications

- Inmate Telephone Systems (“ITS”) means the total system for providing calling services to inmates, which includes telephones, video visitation, and tablets, and the other services that are provided through the tablets. The system includes equipment including hardware, software, telephones and tablets.
- Inmate Telephone System Services (Services) means all of the services to be provided by the Vendor including the ITS, installation, connectivity, streaming services, maintenance, support services, storage, security, training, and all other services and items included in the RFP.
- Instruments means the telephones, video visitation related equipment, and tablets through which services are provided.
- Jail Management System (JMS) means the software management system in use at the Tehama County Jail. The current Tehama County Sheriff’s Office JMS is SALLYPORT, BLACKCREEK INTERGERATED SYSTEMS, run on IBM Series 7 RGB, a AS400 server.
- Key Number means the Tehama County Jail inmate personal identification number assigned by TCSO JMS.
- Payment Platform means the process and system to be established by the Vendor so inmates may pay for Telephone and Tablet services. The Payment Platform will include a process for payment with inmate funds, including transfer from their trust/commissary account and a process for receipt and payment using funds from call recipients or others that arrange for ‘prepayment’ for an Inmates calls or deposit of funds for Streaming Services.
- Restricted Numbers means phone numbers that are blocked from being able to be called on either a system-wide basis or a case-by-case basis, as verified by TCSO. These numbers are programmable into the ITS by the TCSO or Vendor upon request. Vendor shall not delete, add, or change any restricted number without approval of TCSO.
- Streaming Services means movies, books, music, games and other activities and services provided through the vendor provided intranet to the inmate.

- Tablets means a mobile computer with a touchscreen display that is service enabled to make telephone calls and provide free and fee based services including books, movies, music and games.
- Telecommunication Device for the Deaf ("TDD") means an electronic device for text communication over a telephone line that is designed for use by persons with hearing or speech difficulties.
- Telephones means the telephones used by inmates for calls, including wall mounted, roll around, and Teletypewriter (TTY) phones.
- Unbillable Number means a phone number that Vendor has determined cannot receive collect calls because the accounts of the owner of the phone number are not in good standing for failure to pay. The call recipient and inmate shall be provided the opportunity to complete the call by a prepaid format, including through the inmates Payment Platform account. If both the call recipient and inmate decline to continue the call in a prepaid format, the service provider may stop the call from continuing.
- Unmonitored Numbers means phone numbers that have been specifically approved and identified by TCSO and when called cannot be audibly monitored; typically these are phone numbers for attorneys and doctors.

It is the intent of these specifications, terms, and conditions to locate qualified Vendors who are interested and capable of providing ITS including telephones, video visitation services, and service-enabled tablets utilizing state-of-the-art technology and equipment for inmates in custody at the Tehama County Jail Facility.

The selected Vendor shall provide the services in the Tehama County Jail Facility at no cost to the TCSO or County. All cost for the services shall be the responsibility of the Vendor including but not limited to equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implementation services necessary to furnish County with state-of-the-art technology and equipment to meet, or exceed, the specification herein. One of the key objectives of the services will be to enable inmates to communicate with family, friends and others in the community, while also controlling inmate telephone and video visitation usage and limiting the use of telephones and video visitation kiosks for illicit activity. A necessary part of the service, by using current technology, is to ensure the safety and security of staff, inmates, and the public.

The County intends to award a three-year contract (with options to renew for two additional one-year extensions. If the County elects to extend the term of the agreement, county must give vendor written notice not less than thirty (30) days before the end of the term) to the most responsible Vendor whose response meets or exceeds the County's requirements.

The County anticipates no funding per fiscal year for the provision of the inmate telecommunication system. All funding for inmate phones, tablets, other instruments and any installation or upkeep of the system will be the responsibility of the Vendor.

#### **A. POPULATIONS TO BE SERVED**

The populations to be served are the inmates confined in the Tehama County Jail Facility including any expansions to the jail.

#### **B. PROGRAM PLAN & SCOPE OF WORK**

##### **Vendor Qualifications**

The Vendor must be able to safely and securely provide the Inmate Telephone System Services (Services). Services must include the ability for collect calls, prepaid calls and payment of calls and Streaming Services by the inmate through a Payment Platform. Vendor must be a reputable, qualified firm experienced in providing inmate telephone services in a corrections environment. Due to the complex nature and security concerns of corrections facilities, Vendors must meet the following minimum qualifications:

1. Vendor shall be regularly and continuously engaged in the business of providing and administering ITS and installation for the past five (5) years to a minimum of five (5) City, County, State, or Federal correctional facilities. Experience must be demonstrated by references provided by Vendor at the time of the bid, all references must include individuals working directly with or managing the day-to-day operations of the inmate telephone system.
2. Vendor shall provide at least three (3) currently installed, functioning, and operational. ITS contracts, one of which is a California correctional facility of similar inmate average daily population (ADP), having a minimum of 300 Tablets. Experience must be demonstrated by references provided by Vendor at the time of the bid.
3. Vendor's organization must have qualified and trained staff dedicated to the sole purpose of supporting the Telephone, Video Visitation, and Tablet system installed including, but not limited to, service technicians and technical support for the life of any contract awarded pursuant to this RFP.
4. Vendor must possess a license or valid title to all software, with the right to provide or license it to the County.
5. Vendor and subcontractors shall comply with all public works project payroll reporting requirements of the California Department of Industrial Relations pursuant to Labor Code section 1725.5 with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.19(n). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. The Vendor awarded a contract as a result of this RFP is solely responsible for all costs related to any and all claims, lawsuits and other proceedings related to the Services including, but not limited to, payment of all expenses and costs of investigation, reasonable attorney fees, expert witness fees, damages, and other litigation-related expenses.
7. Vendor shall possess, at the time the proposal is submitted and through the term of the contract, all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

### **Integration**

1. The ITS shall have the capability to accurately import the current call list from GTL the current TCSO inmate telephone system Vendor, which includes blocked, confidential, pre-programmed, and others as identified by TCSO. Vendor must successfully complete importation of the current call list prior to the ITS becoming operational.
2. Vendor shall provide a web-based platform to allow County and other personnel access to the system from any computer terminal in the County. The web based platform will require the support of Internet Explorer 11, at a minimum. Vendor shall not limit the number of logins the County can assign to County and other personnel to access the web-based platform. Proposals should include a description of how access will be provided and any levels of administration access, for example passwords and levels of customized access, such as for blocking numbers and making administrative changes, further specified in **User Applications, Records & Reporting** below.
3. All moves, add-ons, changes to and new installs of equipment, hardware and software (collectively Modifications) that occur during the contract term, will be the sole responsibility of the Vendor. All Modifications must be pre-approved by County and once approval is given, Vendor shall proceed with the Modifications at their own cost.

### **Schedule**

1. Vendor shall plan, finance, and implement the integration and testing of all required equipment and software relative to the new ITS, without impacting the normal daily operation of the existing inmate telephone system.
2. Vendor shall submit a detailed schedule to TCSO for approval that includes plans and schedules for installation and operation and cutover of Telephones, Video Visitation equipment, and distribution of Tablets. The schedule shall be prepared and implemented to minimize impact to facility operations (zero down time).
3. The ITS shall become fully operational upon the successful completion of all system integration testing and acceptance by the County, including review and approval. System integration and acceptance test criteria shall include:
  - a. Telephones: All Telephones shall be tested and verified as operational and without deficiencies.

- b. Video Visitation: All Video Visitation equipment, shall be tested and verified as operational and without deficiencies.
- c. Tablets: All Tablets shall be tested and verified as operational and without deficiencies.
- d. Administrative Functions: There shall be a test run of administrative functions including TCSO passwords and access, the Payment Platform, reports, and analytical and query tools.
- e. Phone Numbers: A test to verify that the current call list, including blocked, confidential, pre-programmed, and others as identified by TCSO is fully imported and functional.
- f. Cutover must be successfully complete with zero down time.

### **System Requirements - Inmate Telephone System**

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

1. Vendor shall provide a comprehensive inmate telephone system (ITS) package to the Tehama County Administration, located at 727 Oak Street, Red Bluff, CA. 96021. There are Fourteen (14) housing units (Cells and Dorms) they have potential capacity of up to Two Hundred Twenty Five (225) varying in size from 1-12 inmates or 48 inmates in one dorm. There is a medical unit, which holds two (2) inmates. Phones will also be placed at all visitation areas, currently we have 12 visitation phones. The booking area has Five (5) holding cells. The amount of phones needed is specified in Exhibit B. The system must be capable of future expansion, if necessary.
2. Vendor must provide a turnkey telephone system including collect, debit, and pre-paid collect calling.
3. The ITS shall be capable of providing all mentioned operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling. The ITS shall also be capable of providing all operational features and system requirements applicable to visitation video and audio recordings.
4. The ITS shall be capable of providing equipment with a stand-alone on-site host or central processor. There must be multi-level password security access with architecture that can be expandable to allow future growth.
5. Each call, having been identified as being placed through the Vendor's ITS, shall be delivered to the called party as a collect call, debit and/or pre-paid call, unless the call is a free call as specified in number 13 and 15 below. If the debit and/or pre-paid application is in effect and chosen as the means to place the call, the called party should be able to hear call process.



6. The Vendor agrees to install the quantity of telephones, enclosures, and/or booths required by the County specified in Exhibit B.
7. The ITS shall comply with all Federal Communication and or Utility Commissions regulations. The inmate telephone sets in all facilities shall be stainless steel and shall be sturdy, non-coin, vandal resistant and steel armored; the cord length for the inmate and visitation phones is specified in Exhibit B. In addition, the telephone sets shall be composed of durable, tamper free equipment suitable for a correctional/detention environment with placards containing dialing instructions. The telephones must contain no removable parts. The Vendor shall post calling rates near the inmate telephones sets.
8. All phones will be water resistant and fireproof.
9. Telephones shall have touch-tone keypads.
10. Telephones must be line powered such that the Telephone does not require separate electrical power at the device. Telephones shall be specifically designed for use in a correctional environment and must be approved by County before installation. Vendor shall not use converted coin phones.
11. The ITS shall have the capability for the Vendor and the County to turn all telephones on or off remotely. There shall also be manual on and off switches in multiple locations within the Tehama County Jail. Switch locations shall be subject to the approval of the County.
12. The ITS shall support numerous languages other than English. The inmate must be able to select the preferred language utilizing a simple code. During the call set up process, the ITS shall provide a pre-recorded announcement identifying: The call is coming from Tehama County Jail; the call is coming from the specified inmate; the call may be monitored and recorded.
13. Vendor shall have the capability to allow a designated number of free, local telephone calls per inmate. The County requires that the ITS allow free local calls from each of the intake/booking inmate telephones.
14. The ITS shall provide a recording at the beginning of any call that clearly identifies the call is collect, debit, free, etc. This recording must be free of any charges. Charges shall not begin accruing unless and until the party being called accepts the call.
15. Vendor shall provide a line for informants that will be free of charge to report crimes, such as reporting line that complies with the Prison Rape Elimination Act (PREA) of 2003. This line will be free of charge.
16. The ITS will have the capability for two-way voicemail.
17. The ITS will have the capability to limit calls to various minute increments (specified in Exhibit B). Configurations can apply to call duration, location, inmate account, PIN or by

telephone. The inmate and end caller will be notified of any limit in advance of termination of call.

18. The ITS shall have the capability to perform remote diagnostics to the ITS to identify any problem(s) that needs attention.
19. The ITS shall be capable of taking an individual station out of service without affecting other stations or units.
20. The ITS shall have the capability of allowing calls to specified numbers at specified times during the day.
21. The Vendor shall have the capability to interface with the County's Booking/Jail Management System (JMS) so that the inmate personal identification numbers (key number) will automatically be transferred, activated, and deactivated in the ITS based on the inmates custody status. The current management system, is BlackCreek/Sallyport run on IBM Series 7 RGB, a AS400 server. It will be the Vendor's responsibility to identify the requirements necessary to interface with either Jail Management System to ensure the Vendor will be able to meet the requirements for installation. The County shall not be responsible for paying any amounts associated with the required interface, including any charges that may be payable to BlackCreek/Sallyport to implement any required interface.
22. The ITS shall have the capability to assign and use Personal Identification Number (PIN) management. The PIN will provide collect, debit and pre-paid station to station calling for the inmate using the PIN. PINs will be stored in a database and accessible to Jail Staff depending upon staff user level.
23. Vendor shall ensure that all inmate and visitation telephones are operable no less than 98% of the time on a monthly basis ("in-service ratio") per facility. The in-service ratio excludes downtime associated with regularly scheduled maintenance/upgrades, facility lock-downs or power outages beyond the Vendor's control, which require the inmate and visitation telephones to be shut off.
24. The ITS shall provide booking and lobby kiosks at no additional cost to the County. Kiosks shall provide services such as deposits made onto the inmates pre-paid collect or debit account using cash, credit or debit card. ITS must interface with the Tehama County Jail's current commissary provider (Keefe Commissary Network) at no additional cost to County.
25. The Vendor shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs, and providing systems that are compatible with Telecommunications Devices for the Deaf (TDD). Vendor will also provide a minimum of two "Teletypewriter" (TTY) devices for inmates requiring said service. The amount of TDD and TTY to TTY devices is specified in Exhibit B.

26. Vendor will install additional telephones (inmate and visitation) and monitoring and recording equipment as needed at no cost to the County. This includes expansion to the existing facility and any newly constructed facilities.
27. Vendor will provide pamphlets to the County at no cost to the County for inmates as requested to describe the applicable features and functionalities of the ITS.

#### **System Requirements – Inmate Tablets**

1. The Vendor shall be responsible for providing County with tablets at no cost to the County or its inmates. All funding for the inmate tablets will be the responsibility of the Vendor.
2. Vendor shall provide sufficient tablets to accommodate the demand of the inmate population in each housing unit from the effective date of the Contract and throughout the life of the contract. Vendor shall have backup inventory available in the event there is an increase in demand or population at the Tehama County Jail including the jail expansion. The estimated number of tablets is located in Exhibit B.
3. Vendor shall provide secure Wi-Fi network, which will not conflict with existing County Wi-Fi systems, for main jail including but not limited to the number of hotspots specified in Exhibit B and all necessary/related cabling. All applications must be intranet-based and run on Vendor's internal network. Tablets shall not allow inmates access to the internet.
4. Vendor shall be responsible for providing and maintaining separate internet and phone connections dedicated to the ITS, which shall meet the bandwidth needs of the system.
5. Vendor shall be responsible for all required labor, network, network management, wiring, and related equipment at no cost to the County.
6. Vendor will provide no less than seven (7) staff tablets providing administrative functions.
7. Tablets shall meet the following minimum requirements:
  - a. Comprehensive learning management system and associated licenses, including a General Education Development (GED) program.
  - b. Streaming Services that minimally include music, books, and games.
  - c. The option for video visitation.
  - d. Each inmate shall receive a unique login and password to receive their content.
  - e. The capability to make phone calls through Vendor's ITS in the same manner as a landline. The phone calls completed via the Tablets must conform to all requirements and mandatory features for the ITS as set forth in this RFP.
  - f. Inmates will not be assigned a particular tablet. Inmates will receive valid credentials that shall work on all tablets.
  - g. Preloaded features, which minimally shall include a calendar, a calculator, and a dictionary.
  - h. A PDF viewer or other document viewing application. The documents must be able to be organized by tabs or files for easy viewing. Vendor shall preload

documents provided by County at start of contract and as requested throughout the term of the contract at no cost.

- i. Tablet specifications are listed in Exhibit B.
7. If so requested by County, the tablet shall be capable of integrating with other County technologies for other functions, such as inmate handbook uploads, inmate requests, medical requests, grievances, and commissary ordering. Preference will be given to Vendors that provide a law library by Legal Research Associates (LRA) for the tablets.
8. Tablets shall have security features so that inmates cannot load anything on the tablet, access anything other than approved content through the intranet or modify any items on or through the tablet. The security features must ensure that contents on any tablet cannot be shared with other tablets or devices.
9. Tablets shall have a security feature that immediately shuts down the tablet and sends an alert to the County and Vendor if an inmate attempts to access system settings or administrative functions. The inmate's log-in shall automatically be locked to prevent any use or access until cleared by County.
10. Tablets shall be clearly identified by using a numbering system that includes the Housing Unit numbers, housing group, or other identifying marks as designated by County.
11. All content in the Streaming Services must be preapproved by County. Vendor is responsible for providing a sufficient description of the content to allow County to approve without the necessity of viewing each item.
12. Proposals must include a description of any services that will be available, how the purchasing system will work and all applicable costs. Allow for a messaging application so that the tablet costs do not get passed to the County through reductions in commissions or increases in call rates or both. Allow messaging on the tablets to offset costs
13. Tablets and streaming content shall be free of any marketing and advertisements, unless otherwise expressed with the written consent of County.
14. Vendor shall provide replacement tablets and batteries as deemed necessary, as they become damaged or loss of functionality.
15. Vendor shall provide all tablets in a detention and corrections grade tamper proof case.
16. Vendor shall provide mobile charging carts for the tablets, which have the capability to hold a minimum of 32 tablets or charging stations. Carts or charging stations must be approved by County.
17. Vendor shall provide tablets designed for use by the hearing impaired and in accordance with all applicable laws. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telecommunications Devices for the Deaf (TDD) regulations and standards.

18. The Vendor will provide the ability for County to monitor and track inmate usage and activity on tablets. This includes the ability to analyze, run queries and search usage by factors including date, time, location, content type, inmate, or other parameters as may be requested by the County.

#### **USER System Requirements – Video Visitation**

1. The Vendor shall provide a video visitation option for inmates at no additional cost to the County. The specifications for video visitation are outlined in Exhibit B.
2. Video visitation functions shall include visitation scheduling, user management, and policy management software.
3. Video visitation must be web based and allow for County to administer visitation sessions and visitation operations based on County Policy.
4. Video visitations must connect automatically and without intervention from the County.
5. Video visitation system shall be located in all housing units and visitation locations in the Tehama County Jail Facility. (Further specified in Exhibit B)
6. Video visitation system must display visitation calendar or authorized visitation schedule to County and to those in custody.
7. Video visitation system must be able to provide a web-based scheduling system that is easy to operate. This web-based platform will require the support of Internet Explorer 11, at a minimum with the ability to upgrade, if necessary.
8. Visitors must be able to pay for video visitation by debit or credit card.
9. Video visitation scheduling system must be able to conduct conflict resolution and only display times that are available for visitation.
10. Video visitation system must be able to customize duration times for visitations, for example; personal visits are to be a maximum of thirty (30) minutes, one (1) hour for inmate workers.
11. Video visitation system must provide different levels of administrative functionality to Jail facility staff based on user type.
12. Video visitation system must have security features, such as cancellation and interruption of visitations that may be controlled remotely by County.
13. Video visitation system must allow for video visitation recording. Video visitation recordings will be stored at a length of time determined by state law.

14. Video visitation system must have a provision for hosted video visitation. Terminal specifics are outlines in Exhibit B.

#### **System Requirement – Other**

1. Vendor will provide a pre-recorded answering system/phone tree for public callers to obtain inmate information, such as; charges, bail, visitation schedule and first court appearance.

#### **Installation, Maintenance and Repair**

1. All electrical equipment must be installed in compliance with all applicable code requirements. All telephones must be securely fastened to the wall with security hardware approved by the County. The County reserves the right to pre-approve mounting and installation.
2. Installing contractor(s) shall possess all necessary licensing for the work performed, and shall be responsible for any necessary permits and inspections. Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of the work.
3. All materials and workmanship performed by the Contractor or his Subcontractor shall be in accordance with standard industry products and practices.
4. Vendor will be responsible for all costs associated with installation, maintenance, support and repair of all software and equipment. Vendor will obtain County's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete, tile floors, partitions or ceilings, or any work that may impair fire proofing or moisture proofing, or potentially cause any structural damage.
5. Install, operate and maintain Jail inmate telephones and related equipment. Provide all inside wiring for the inmate and visitation telephones, install inmate and visitation telephones, install all related hardware, software, firmware or anything otherwise required to enable inmates at the Jail facility to make free, speed dial, collect, pre-paid, and debit local, long distance and international calls from the Jail facility as well as the completion of visitation sessions.
6. Vendor will be responsible for all associated costs with ITS, including purchase of equipment, installations, service, maintenance, voice network and transmission, data network, and day-to-day operation. This will include but may not be limited to all wiring, new electrical circuit installations, cables, parts, software, and physical installation at the Tehama County Jail.
7. Use of existing or in-place conduit; raceways, cableways, cable, inside wiring, telephone set mountings, switches, terminal boxes and terminals within the facility are at the risk of the Vendor and shall be approved by the County prior to use. No exposed wiring will be

E-Contract Review  
Approval as to Form

Department Name: Administration

Vendor Name: TBD

Contract Description: RFP for provision of jail inmate telecommunication services.

APPROVED AS TO FORM:



Date: 09/25/2018

Office of the Tehama County Counsel  
Richard Stout, County Counsel





MINUTE ORDER  
BOARD OF SUPERVISORS  
COUNTY OF TEHAMA, STATE OF CALIFORNIA

R E G U L A R     A G E N D A

19. SHERIFF'S DEPARTMENT

- a) Approval of the Tehama County Jail Inmate Telecommunications System Request for Proposal as amended by Addendums No. 1 and No. 2.

Sheriff Dave Hencratt said on 10/23/18, the Board approved the RFP for Inmate Telecommunications System and authorized Administration to solicit proposals. He said on 12/13/18 five proposals were received. He added he and three Sheriff's Department staff reviewed and scored the proposals and IC Solutions was unanimously the highest scored vendor.

Sheriff Hencratt said the existing Jail Inmate Telecommunication System includes the jail visitation phones and the phone systems in the housing locations. Included in the existing system is the computer system that enables jail staff to download the phone calls made from the inmate housing locations, as well as, visitation. This system is outdated and not user friendly. The new system, if awarded to IC Solutions, would include new phones for both the visitation area, as well as, the inmate housing locations. Additionally, there would be implementation of video visitation that is both web based and through local kiosks located at the jail. The jail would also be utilizing tablet computers for the inmates housed in the back of the jail. These tablets will allow the inmates the ability to visit family members through a secure video link and complete several educational courses offered on the tablets. Video visits can be monitored in real time in order to insure jail security. The specified computer system that is responsible for recording all phone calls made from the facility would be user friendly and has many more features than the current system.

Sheriff Hencratt said the second agreement is with Keefe Commissary Network LLC. Keefe Commissary Network LLC is the nation's largest commissary provider. Keefe Commissary Network LLC has provided commissary services at the jail for many years. He added in November 2010, IC Solutions was acquired by TKC Holdings, LLC, the parent company of Keefe Commissary Network LLC. This acquisition allows both the inmate telecom and commissary services to operate from a single kiosk and on the tablets provided by IC Solutions.

Sheriff Hencratt said it should be noted that the commissary service was not included in the RFP. The agreement in place with Keefe Commissary Network LLC for commissary services in the jail has recently expired due to the integration of the two services it makes sense to have the two agreements expire at the same time.

Following additional comments;

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Candy Carlson, Supervisor - District 2
<b>SECONDER:</b>	Dennis Garton, Supervisor - District 3
<b>AYES:</b>	Chamblin, Garton, Williams, Bundy, Carlson



b) Authorization to award the RFQ to IC Solutions for the Tehama County Jail Inmate Telecommunications System.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Candy Carlson, Supervisor - District 2  
**SECONDER:** Dennis Garton, Supervisor - District 3  
**AYES:** Chamblin, Garton, Williams, Bundy, Carlson

c) AGREEMENT – Approval and authorization for the Chair to sign the Agreement with IC Solutions, for the purpose of proving the Tehama County Jail Inmate Telecommunications System, effective upon the date of signing for three years with the optional two, one year periods.

(Miscellaneous Agreement #2019-123)

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Candy Carlson, Supervisor - District 2  
**SECONDER:** Dennis Garton, Supervisor - District 3  
**AYES:** Chamblin, Garton, Williams, Bundy, Carlson

d) AGREEMENT – Approval and authorization for the Chair to sign the Agreement with Keefe Commissary Network LLC, for the purpose of providing the Tehama County Jail Inmate Telecommunications System, effective upon the date of signing for three years with the optional two, one year periods.

(Miscellaneous Agreement #2019-124)

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Candy Carlson, Supervisor - District 2  
**SECONDER:** Dennis Garton, Supervisor - District 3  
**AYES:** Chamblin, Garton, Williams, Bundy, Carlson

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF TEHAMA )

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 7<sup>th</sup> day of May, 2019.

DATED: May 9, 2019

JENNIFER A. VISE, County Clerk and  
Ex-officio Clerk of the Board of Supervisors  
of the County of Tehama, State of California

Deputy: \_\_\_\_\_

