

#7730

**INMATE PHONE AND RELATED SERVICES CONTRACT
Ventura County Sheriff's Office**

This Contract ("Contract" or "contract") is entered into this 1ST day of March, 2018 ("Effective Date", by and between County of Ventura, a political subdivision of the State of California, hereinafter called "County," and Securus Technologies, Inc., hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Section 3 item F of County of Ventura Ordinance No. 4084, the Purchasing Agent of County has the authority to engage independent contractors to perform services for County, with or without the furnishing of material; and

WHEREAS, County issued the Inmate Phones and Related Services Request for Proposal #5806 (hereinafter referred to as "RFP") to determine the most qualified contractor for such services for County; and

WHEREAS, Contractor submitted a proposal dated December 16, 2016, in response to the RFP (hereinafter referred to as "Contractor's Proposal"), to provide services to County; and

WHEREAS, County determined, through competitive solicitation and careful review of submitted proposals, and Best and Final offer (hereinafter referred to as "BAFO") that Contractor's Proposal best meets the need of County for Inmate Phone and Related Services and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing Inmate Phone and Related Services hereinafter described; and

WHEREAS, County and Contractor are willing to enter into an Inmate Phone and Related Services Contract in accordance with the RFP, BAFO, Contractor's Proposals and the terms and conditions contained herein and included in **Exhibit A**;

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing Inmate Phone and Related Services hereinafter described;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and

specifications set forth herein and in **Exhibit A** attached hereto and by this reference made a part hereof.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in **Exhibit A**, County will make payment to Contractor in the manner specified in **Exhibit A**.

County and Contractor hereby agree to the rates and fees for all inmate phone and related inmate communication services specified in **Exhibit A** of this Contract.

3. TERM

This Contract shall commence upon the Effective Date above and remain in force for an initial term of 5 years ("Initial Term") with two (2) additional one (1) year extension options. This Contract 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 Contract for 2 additional 1 year terms or on a month-to-month basis (not to exceed 12 months) prior to expiration of the Initial Term or renewal term of this Contract. In the event County exercises such right, all terms and conditions, requirements, and specifications of this Contract, and any amendments, shall remain the same and apply during the renewal term(s). This Contract will not automatically renew.

4. PERFORMANCE BOND

Contractor shall furnish a Performance Bond in the form of a bond acceptable to Customer executed by a surety company authorized to do business in the State of California within 10 business days after notification of award of this Contract and prior to any installation work or equipment delivery. The Performance Bond must be made payable to County in the amount of \$150,000.00 and will be retained during the full period of this Contract and/or renewal terms.

In the event that Customer and Contractor exercise the option to extend this Contract for an additional period, Contractor shall be required to maintain the validity and enforcement of the Performance for the said period, pursuant to the provisions of this section, in an amount stipulated at the time of the Contract renewal.

5. RESPONSIBILITY OF CONTRACTOR

Contractor shall, prior to start of any work awarded hereby, secure at Contractor's own expense all persons, employees and equipment required to perform the contract requirements.

Contractor will be held fully responsible for performance of any subcontractors.

6. WARRANTIES

Contractor shall warrant and represent that:

- a. its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.
- b. there exists no actual or potential conflict of interest concerning the services to be performed under this contract. Contractor represents that performance under this contract does not require the breach of any contract or obligation to keep in confidence the proprietary information of another party.

7. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will defend, indemnify and hold harmless County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

8. NON-ASSIGNABILITY

Contractor will not assign this Contract or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

9. TERMINATION

County shall be able to cancel Contract, without penalty to County, as follows:

- a. County's obligation hereunder will be limited to the funds appropriated by the Board of Supervisors for this purpose for each fiscal year in which this contract is in effect. In the event that the Board of Supervisors fails to so appropriate said funds, County's obligation hereunder will terminate at the end of the fiscal year for which funds were appropriated or at the end of the Contract term, whichever occurs first.
- b. County at its sole option may terminate this Contract upon thirty (30) days written notice with or without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County shall be entitled to immediate possession of and Contractor shall furnish all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination.

Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this

paragraph in the event of such termination.

This right of termination belonging to County of Ventura may be exercised without prejudice to any other remedy to which it may be entitled at law or under this Contract.

Upon termination or other expiration of this Contract, each party will assist the other party in the orderly termination of Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

10. DEFAULT

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 8 above.

11. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and hold harmless County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Contract. Contractor's indemnification obligations under this paragraph include, but are not limited to, claims made by any person, including but not limited to inmates or their family members or representatives, arising out of the services provided by Contractor under this Contract, including but not limited to claims regarding the rates and fees charged and revenue generated pursuant to this Contract.

12. INSURANCE PROVISIONS

A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per person and \$300,000 each accident bodily injury and \$50,000 each accident property Damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability.

- 3) Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$3,000,000 minimum.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) County and its boards, agencies, departments, offices, employees, agents, and volunteers are to be named as Additional Insured as respects work done by Contractor under the terms of this Contract on all policies required (except Workers' Compensation).
- E) Contractor agrees to waive all rights of subrogation against County and its boards, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed by Contractor under the terms of this Contract.

- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the Effective Date of this Contract:
1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsements.
 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)

Failure to provide these documents will be grounds for immediate termination or suspension of this Contract.

13. NON-DISCRIMINATION

A. General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B. Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

14. SUBSTITUTION

If particular people are identified in **Exhibit A** as working under this Contract, Contractor will not assign others to work in their place without written permission from County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

15. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by County or any of its officers, agents or employees, except as provided herein.

16. CONTRACT MONITORING

County will have the right to review the work being performed by Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This contract will be administered by Captain Cory Rubright or his/her authorized representative.

County, or its Designated Agent, shall have the right from the Effective Date of this Contract and for a period of 2 years after the termination date of this Contract, upon 10 business days' written notice, to fully reconcile or examine any and all of County information pertaining to this Contract. County retains the right to have another independent agency of County's exclusive choice, perform any or all reconciliations and examinations pertaining to this Contract.

Contractor shall maintain accurate, complete and reconcilable records, in an electronic format, detailing the Gross Revenues from which revenue share payments can be determined. The records shall include all transaction detail, Call Detail Records (CDRs), External Machine Interface (EMI) billing files, miscellaneous fees/charges reports, pre-paid card sales and associated invoices, debit purchase or usage reports and associated invoices, Video Visitation Solution (VVS) detail records, Tablet transaction records, cost reimbursement payment records, and revenue share reports during the term of this Contract and for no less than 2 years after the term of this Contract.

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 30 days of the resolution date. If the agreed upon amounts are not paid within 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.

17. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

18. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this contract.

19. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

20. EXCLUSIVITY

County hereby grants Contractor the exclusive right and privilege to install and operate all inmate communications systems and related equipment at the Facilities specified in Exhibit A.

21. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of County except as authorized by law.

22. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VENTURA COUNTY
 GENERAL SERVICES AGENCY
 PROCUREMENT SERVICES
 800 S. VICTORIA AVENUE
 VENTURA, CALIFORNIA 93009

TO CONTRACTOR: SECURUS TECHNOLOGIES, INC
 4000 International Parkway
 ATTN: General Counsel
 Carrollton, TEXAS 75007

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

23. MERGER CLAUSE

This Contract along with the following documents, which are incorporated into this contract by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and County of Ventura, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

- 1) This Contract (including Exhibit A, sections A through J);
- 2) County of Ventura RFP # 5806 and its attachments and addendums including the Best and Final Offer (BAFO);
- 3) Contractor's Proposal dated December 16, 2016.

24. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

25. SEVERABILITY OF CONTRACT

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of Contract terms will remain in full force and effect and will not be affected.

26. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

27. COMPLIANCE WITH LAWS

Each party to this contract will comply with all applicable laws.

28. LIVING WAGE ORDINANCE

A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Nos. 4233 and 4236, and as amended from time to time.

1. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of health benefits as defined in the LWO.

2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to County within 90 days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of Contractor to comply with the provision in the LWO contain in Section 4957 concerning compliance with the LWO.
 3. Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to County with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition Against Retaliation provided by County.
 4. Any Subcontract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of LWO and shall incorporate the "Living Wage Ordinance."
 5. Contractor shall comply with all rules, regulations, and policies promulgated by the designated administrative agency, which may be amended from time to time.
- B. Contractor shall complete a Declaration of Compliance within 10 days of Contract award proclaiming to their adherence to the Living Wage Ordinance.
- C. Under the provisions of Section 4960 of the LWO, County shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if County determines that the subject Contractor has violated provisions of the LWO.
- D. Where under the LWO Section 4959, the designated administrative agency has determined (1) that Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (2) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due Contractor in

accordance with the following procedures. Impoundment shall mean that from monies due Contractor, the awarding authority may deduct the amount determined to be due and owing by Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO policies and procedures. Whether Contractor is to continue work, following and impoundment shall remain in the unfettered discretion of the awarding authority. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by County.

29. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA



Authorized Signature

Ernest

Printed Name

Arnup

Buyer

Title

3/13/18

Date

CONTRACTOR*



Authorized Signature

Robert Pickens

Printed Name

CEO: President

Title

3-2-17

Date

75-272244

Tax Identification Number

Secretary of State Entity Number

CONTRACTOR*



Authorized Signature

Dennis J. Reinhold

Printed Name

SVP and General Counsel

Title

3/2/18

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer(or Treasurer), or (d) and Assistant Treasurer.

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

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION A - GENERAL CONDITIONS

SUBSECTION 1 - PROJECT SCOPE

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
1.001	Inmate Telephone System (ITS) Project Scope	Contractor shall provide 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. Contractor shall install and operate all inmate and visitation telephones, and related equipment. Contractor shall, without cost to County, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid card, debit and free calls and visitation sessions from the Facilities. "Facilities" includes Todd Road Jail, Pre-Trial Detention Facility, East County Jail, Probation Detention Center and any other facility hereafter specified in Exhibit A - Section H (Facility Specifications) .
1.002	VVS Project Scope	Contractor shall provide a turn-key video visitation solution (VVS) which shall include, without limitation, automated scheduling software, 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, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete remote video visitation sessions with inmates from the Facilities.
1.003	Tablet Project Scope	Contractor shall provide a correctional-grade mobile device/tablet solution ("Tablets") at no cost to County. The Tablets shall, at a minimum, 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 Inmate Telephone System (ITS) and/or VVS application to the Tablets.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION A - GENERAL CONDITIONS

SUBSECTION 2 -ITS REVENUE SHARE, PAYMENT AND REPORTING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
2.001	Reporting and Payments	<p>Contractor shall pay County a revenue share of 66% on all Gross Revenue generated by and through the proposed ITS. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of ITS service pursuant to this Contract. Contractor shall pay 0% revenue share on interlata/interstate and intralata/interstate Gross Revenue. Contractor shall pay County a revenue share of 20% on all voicemail Gross Revenue. Gross Revenue includes, by way of example and not limitation, 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), inbound voicemail messages, 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 Contractor.</p>
2.002	Reporting and Payments	<p>County currently utilizes ITS commissions to recoup some but not all administrative and operational costs for its Facilities. Under this Contract, County shall recoup from Contractor certain administrative and operational expenses incurred in providing inmate telephone services ("Cost Reimbursement Payment"). The current Cost Reimbursement Payment is \$16,700.00 per month and shall be due and payable as outlined in Exhibit A - Section A (General Conditions). Should a federal, state or local regulatory agency issue a ruling which significantly lowers the calling rates or compensation in Contract, County and Contractor will negotiate in good faith to adjust the calling rates, compensation and Cost Reimbursement Payment in Contract and make them in compliance with the calling rates implemented by the regulatory agency. In the event the Parties cannot reach a mutually beneficial agreement within sixty (60) days, either party may terminate Contract without penalty. In the event Contract is terminated, Contractor shall follow Exhibit A - Section D (General Installation Requirements).</p>

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION A - GENERAL CONDITIONS

2.003	Reporting and Payments	Contractor shall pay County a Minimum Annual Guarantee (MAG) in the amount of \$800,000.00 for each year of this Contract. Contractor shall provide a monthly report detailing the cumulative sum associated with the Gross Revenue generated by the ITS and monthly revenue share calculated at the revenue share rate specified Exhibit A - Section I (Rates, Fees and Revenue Share) . If the total revenue share paid to County for 12 consecutive months, beginning the first month the first call was placed via the ITS, is less than the MAG, the difference shall be due to County or its Designated Agent on or before the 20th day of the month following the 12th month of the applicable Contract year. Any amounts due to County shall be calculated by adding the monthly revenue share paid to County for the traffic months of the current Contract year and subtracting from the MAG. Cost Reimbursement Payments shall not be included in the MAG.
2.004	Reporting and Payments	Customer shall maintain an average monthly population at the Facilities of 1,700 inmates inclusive of Probation on an annual basis for the full amount of the MAG to apply. Review of the average monthly population shall be conducted annually by adding together the average daily population (ADP) for each month of Contract year and dividing by 12. The first average monthly population Contract year shall cover the period from March 1, 2018 through February 28, 2019. In the event the average monthly population for the current Contract year fluctuates by 15% from the previous Contract year, the MAG shall be calculated as follows: average monthly population x \$39.21 x 12.
2.005	Reporting and Payments	Contractor 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, Local Exchange Carrier (LEC) adjustments or any other Contractor expense.
2.006	Reporting and Payments	Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities must be approved by County prior to implementation.
2.007	Reporting and Payments	County shall notify Contractor of any unapproved additional fees and/or charges associated with ITS of which County becomes aware are.
2.008	Reporting and Payments	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor 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.
2.009	Reporting and Payments	Notwithstanding the foregoing, Gross Revenue does not include the following items:
2.010	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.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION A - GENERAL CONDITIONS

2.011	Reporting and Payments	A "Free" call shall be defined as a call not generating any revenue or compensation for Contractor. 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 Contractor 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 Contractor 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.
2.012	Reporting and Payments	Pre-Paid Collect Funding Fees - Pre-paid collect funding fees are defined as fees imposed on called parties who set up or fund a pre-paid collect account with Contractor 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.
2.013	Reporting and Payments	Collect Billing Fees - Collect billing fees shall be defined as fees charged to the called parties for processing a collect call on a LEC telephone bill or obtaining a hard copy bill of a direct bill account. The collect billing fee shall not be applied on a per-call basis. All collect billing fees must be approved by County.
2.014	Reporting and Payments	A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail as acceptance). The call shall be deemed complete and eligible for revenue-share regardless if Contractor can bill or collect revenue on the call.
2.015	Reporting and Payments	Contractor 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, Contractor is solely responsible for obtaining a resale certificate from the commissary provider. Contractor is responsible for obtaining all proper documentation from the commissary provider. Contractor's agreement with the commissary provider must address the requirements set forth in this section.
2.016	Reporting and Payments	Revenue share for pre-paid cards shall be based on the face value of the pre-paid cards purchased by County. Revenue share shall be due to County in the traffic month County placed the pre-paid card order and payable as described in Exhibit A - Section A (General Conditions) 2.021 and 2.041.
2.017	Reporting and Payments	Contractor shall invoice County the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid cards.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION A - GENERAL CONDITIONS

2.018	Reporting and Payments	Should County cancel the pre-paid card services at the Facilities, Contractor shall deactivate any unused pre-paid cards which have a full balance at the time of the cancellation of the pre-paid card program. A separate credit memo will be issued for returned unused cards.
2.019	Reporting and Payments	Revenue share for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call usage and is payable as described in this Exhibit A - Section A (General Conditions) 2.020 and 2.021 .
2.020	Reporting and Payments	On the 5th day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
2.021	Reporting and Payments	Payments and reports for ITS are due to County on or before the 20th day of the month following the traffic month.
2.022	Reporting and Payments	Contractor shall provide monthly revenue share/cost recoupment payments and traffic detail reports to County via these methods:
2.023	Reporting and Payments	County requires that all payments be sent via wire transfer; and
2.024	Reporting and Payments	County requires that the traffic detail reports be sent electronically in Comma Separated Values (CSV) format.
2.025	Reporting and Payments	Traffic detail reports shall include a detailed breakdown of all ITS activity, including but not limited to all collect, pre-paid and debit calls for each inmate telephone or Tablet at the Facilities:
2.026	Reporting and Payments	Facility Name;
2.027	Reporting and Payments	Facility Identification Number;
2.028	Reporting and Payments	Automatic Number Identifier (ANI);
2.029	Reporting and Payments	Inmate Telephone Station Port/Identifier;
2.030	Reporting and Payments	Inmate Telephone Location Name;
2.031	Reporting and Payments	Local Calls, Minutes, Gross Revenue (Per Inmate Telephone/Tablet);
2.032	Reporting and Payments	Intralata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone/Tablet);
2.033	Reporting and Payments	Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone/Tablet);
2.034	Reporting and Payments	Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone/Tablet);
2.035	Reporting and Payments	Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone/Tablet);
2.036	Reporting and Payments	International Calls, Minutes Gross Revenue (Per Inmate Telephone/Tablet);
2.037	Reporting and Payments	Total Calls, Minutes, Gross Revenue and Revenue Share Amount (Per Inmate Telephone/Tablet); and
2.038	Reporting and Payments	Traffic Period and Dates.
2.039	Reporting and Payments	Contractor shall supply a report of all pre-paid card orders processed during the traffic month to include (at a minimum) the order date, invoice number, invoice date, gross amount of the order, revenue-share rate and revenue share total.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION A - GENERAL CONDITIONS

2.040	Reporting and Payments	Contractor 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 20th day of the month following the month of traffic.
2.041	Reporting and Payments	Contractor shall provide monthly billing files in the raw and unedited External Machine Interface (EMI) format (with all fields and content) which Contractor uses to prepare and submit the records to the LEC for billing (at a minimum in the 010101, 425001 and/or 425016 record format) to the called party. The billing files shall apply, without limitation, to all collect calls completed from the Facilities and all miscellaneous charge records such as Universal Administrative Fee (UAF), Universal Service Fee (USF), Gross Receipts Tax, etc. When requested, the billing files shall be accompanied by a complete file map and complete field legend. Contractor will include the Facility site ID within the billing files. The billing files, in EMI format, shall contain all fields that are legally permitted to be released , with the content of said fields in the exact format and exact content as those files prepared to be submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall include, but not be limited to, the following fields:
2.042	Reporting and Payments	Record Identifier;
2.043	Reporting and Payments	Facility Identification Number;
2.044	Reporting and Payments	From ANI;
2.045	Reporting and Payments	To ANI;
2.046	Reporting and Payments	Minutes of Use;
2.047	Reporting and Payments	Date (yymmdd);
2.048	Reporting and Payments	Connect Time (hhmmss);
2.049	Reporting and Payments	Billable Time (hhmmss);
2.050	Reporting and Payments	Multiple Rate Indicator;
2.051	Reporting and Payments	Originating City;
2.052	Reporting and Payments	Originating State;
2.053	Reporting and Payments	Rounded Bill Time Indicator;
2.054	Reporting and Payments	Bill City;
2.055	Reporting and Payments	Bill State;
2.056	Reporting and Payments	Bill Number;
2.057	Reporting and Payments	Local Access Transport Areas (LATA) Identification (ID);
2.058	Reporting and Payments	Settlement Code;
2.059	Reporting and Payments	Message Type;
2.060	Reporting and Payments	Charge Amount;
2.061	Reporting and Payments	Specialized Calling Indicator;

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION A - GENERAL CONDITIONS

2.062	Reporting and Payments	Tax Exempt Indicator;
2.063	Reporting and Payments	Rate Period; and
2.064	Reporting and Payments	Rate Class.
2.065	Reporting and Payments	The daily raw CDRs shall contain all calls (both attempted and completed) which originate from the Facilities 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 are 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:
2.066	Reporting and Payments	JDE (also referred to as facility site identifier);
2.067	Reporting and Payments	Facility;
2.068	Reporting and Payments	Batch;
2.069	Reporting and Payments	Port;
2.070	Reporting and Payments	Station;
2.071	Reporting and Payments	Origani;
2.072	Reporting and Payments	Bill to number (BTN);
2.073	Reporting and Payments	Start;
2.074	Reporting and Payments	End;
2.075	Reporting and Payments	Seconds;
2.076	Reporting and Payments	Completed Flag;
2.077	Reporting and Payments	Call Type;
2.078	Reporting and Payments	Cost;
2.079	Reporting and Payments	Destination (Dest) Class;
2.080	Reporting and Payments	From City;
2.081	Reporting and Payments	From State;
2.082	Reporting and Payments	To City;
2.083	Reporting and Payments	To State;
2.084	Reporting and Payments	Export Date;
2.085	Reporting and Payments	Term Reason;
2.086	Reporting and Payments	Agency Type ID;
2.087	Reporting and Payments	Inmate ID;
2.088	Reporting and Payments	CDR Personal Identification Number (PIN);
2.089	Reporting and Payments	Call Tax Amt;
2.090	Reporting and Payments	Third Party PIN;
2.091	Reporting and Payments	Line Information Database (LIDB) Status.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION A - GENERAL CONDITIONS

2.092	Reporting and Payments	Contractor shall provide a miscellaneous charges/fees report which shall include a breakdown of all charges and fees applied to (without limitation) calls and accounts from the Facilities covered under Contract, including but not limited to: single call fee(s), pre-paid collect funding fee(s), collect billing fee(s) regardless of whether the charge/fee was assessed directly by Contractor or a third party. The miscellaneous charges/fees report shall contain (without limitation) the following information:
2.093	Reporting and Payments	Recurring Charge Type;
2.094	Reporting and Payments	Charge Date;
2.095	Reporting and Payments	Billing Method;
2.096	Reporting and Payments	Charge Amount;
2.097	Reporting and Payments	Site ID;
2.098	Reporting and Payments	From ANI; and
2.099	Reporting and Payments	To ANI.
2.100	Reporting and Payments	Contractor shall be required to establish a database connection with County's analytical software provider to facilitate a bulk export of all data from the ITS in a structured format within 90 days of the implementation of the ITS. Data shall include, but not be limited to: CDRs, call recordings, and etc. Required connection shall be at no cost to County.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION A - GENERAL CONDITIONS

SUBSECTION 3 - VVS REVENUE SHARE, PAYMENT AND REPORTING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
3.001	VVS Reporting and Payments	Effective with year 3 under this Contract, Contractor shall pay County a VVS revenue share of 30% on all VVS Gross Revenue for remote video visitation sessions. Contractor shall not pay a VVS revenue share for years 1 and 2 of the Contract. Contractor shall pay County a revenue share of 50% on all Gross revenue for electronic messages upon implementation of the electronic messaging feature. VVS Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor and in any way connected to the provision of video visitation service pursuant to this Contract. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total cost to visitors or inmates for the completion/scheduling of all remote video visitation sessions, electronic messages or any other compensation received by Contractor for the completion of all remote video visitation sessions.
3.002	VVS Reporting and Payments	Notwithstanding the foregoing, Gross Revenue does not include the following items:
3.003	VVS Reporting and Payments	A "Free" video visitation session defined as a video visitation session not generating any revenue or compensation for Contractor. Approved video visitation sessions included on the free video visitation list shall not generate any revenue or compensation for Contractor 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 Contractor 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 Contractor 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 Facilities must be approved by County prior to implementation. County and Contractor shall mutually agree on the method of revenue share due to County associated with the additional charges/fees.
3.007	VVS Reporting and Payments	County shall notify Contractor of any unapproved fees and/or charges associated with the VVS of which County becomes aware.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION A - GENERAL CONDITIONS

3.008	VVS Reporting and Payments	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each visitor or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
3.009	VVS Reporting and Payments	A video visitation session is deemed complete and considered part of Gross Revenue (as described above), when the video visitation session is scheduled and a connection is made by both parties.
3.010	VVS Reporting and Payments	Payments and reports for video visitation sessions are due to County on or before the 20th day of the month following the activity/session month.
3.011	VVS Reporting and Payments	Contractor 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	Facility to Facility Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station);
3.017	VVS Reporting and Payments	Remote Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station);
3.018	VVS Reporting and Payments	Total Video Visitation Sessions, Minutes and Gross Revenue; and
3.019	VVS Reporting and Payments	Traffic Period and Dates.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION A - GENERAL CONDITIONS

SUBSECTION 4 - TABLET REVENUE SHARE, PAYMENT AND REPORTING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
4.000	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 Contractor in any way connected to the provision of Tablets pursuant to Contract. 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 Contractor.
4.001	Tablet Reporting and Payments	Contractor shall absorb all costs of providing Tablets including the provision of support, maintenance, necessary hardware, software, bandwidth, wiring, infrastructure, fee collection and accounting.
4.002	VVS Reporting and Payments	Notwithstanding the foregoing, Gross Revenue does not include the following items:
4.003	VVS Reporting and Payments	A "Free" transaction or application defined as a transaction or application not generating any revenue or compensation for Contractor. Approved Tablet transactions or applications shall not generate any revenue or compensation for Contractor 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 Contractor 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.
4.004	VVS 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.
4.005	Tablet Reporting and Payments	If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Revenue and Contractor shall pay a revenue share to County.
4.006	Tablet Reporting and Payments	Any additional fees to be charged to end-users or inmates for the use of Tablets or Tablet applications at the Facilities must be approved by County prior to implementation. County and Contractor shall mutually agree on the method for revenue share due County associated with the additional charges/fees.
4.007	Tablet Reporting and Payments	County shall notify Contractor of any unapproved additional fees and/or charges associated with the use of Tablets of which County becomes aware.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION A - GENERAL CONDITIONS

4.008	Tablet Reporting and Payments	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each end user or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
4.009	Tablet Reporting and Payments	Should County and Contractor mutually agree that the charges/fees will remain, County and Contractor shall mutually agree on a method for compensation.
4.010	Tablet Reporting and Payments	Payments and reports for Tablets are due to County on or before the 20th day of the month following the month of activity.
4.011	Tablet Reporting and Payments	Contractor 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, music, games, podcasts, video messages, movies, eBooks 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:
4.012	Tablet Reporting and Payments	Facility Name;
4.013	Tablet Reporting and Payments	Facility Identification Number/Site Identification Number;
4.014	Tablet Reporting and Payments	Facility Address, Street, City, State, and Zip;
4.015	Tablet Reporting and Payments	Tablet Identifier (where applicable);
4.016	Tablet Reporting and Payments	Number to Transactions for Each Transaction Type (Per Tablet);
4.017	Tablet Reporting and Payments	Minutes of Usage for Each Application Type (Per Tablet);
4.018	Tablet Reporting and Payments	Gross Revenue for Each Transaction / Application (Per Tablet);
4.019	Tablet Reporting and Payments	Revenue Share Rate;
4.020	Tablet Reporting and Payments	Total Revenue Share (Per Tablet);
4.021	Tablet Reporting and Payments	Total Transactions/Applications, Minutes of Usage, Gross Revenue and Revenue Share; and
4.022	Tablet Reporting and Payments	Traffic Period and Dates.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION A - GENERAL CONDITIONS

SUBSECTION 5 - RATE REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
5.001	Rate Requirements	Contractor must agree to charge the required calling rates, video visitation rates, Tablet rates and all related fees specified in found in Exhibit A - Section I (Rates, Fees and Revenue Share) and must be in compliance with all federal and California laws and applicable regulations.
5.002	Rate Requirements	Before any new rate increases or decreases are implemented for any of the inmate phone and related services required in Contract, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request.
5.003	Rate Requirements	In the event Contractor increases the usage rates for any of the inmate phone and related services required in this Contract without the prior written approval of County, Contractor must issue refunds to all overcharged end-users, visitors or inmates within 5 business days; a list of the issued credits must be provided to County as documentation.
5.004	Rate Requirements	Contractor will implement any rate adjustments for any and all inmate phone and related systems requested by County within 10 calendar days of said request, subject to regulatory approval, as applicable.
5.005	Rate Requirements	Contractor shall be capable of accommodating multiple rate structures to accommodate the types of inmates housed at the Facilities. Contractor shall be capable of assigning rates to the inmate, group of inmate telephones, visitation stations or Tablets and Facility levels.
5.006	Rate Requirements	Contractor 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 interstate. Calls to all other countries shall be rated as International.
5.007	Rate Requirements	Contractor shall calculate the raw duration of each inmate telephone call, video visitation session and Tablet usage (if applicable) in seconds based on the time the call is accepted, video visitation session is completed or Tablet usage begins and the time the call, session or usage is terminated by the ITS, VVS or Tablets respectively. For calls, video visitation sessions or Tablet usage where the duration is at least 10 seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the rates are applied.
5.008	Rate Requirements	During the call rating process, Contractor shall round the raw calculated amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION A - GENERAL CONDITIONS

5.009	Rate Requirements	Any charges/fees charged to the called party's bill or account and/or an inmate account without the express written consent of County shall not be allowed. Any violation of this clause will require Contractor to specifically defend, indemnify, and hold harmless County for any and all claims arising out of the action, refund all funds collected as a result of the charge/fee with five percent (5%) interest and will be responsible for County's Administrative costs involved in identifying, addressing and resolving the unauthorized charge/fee. County's Administrative costs include County's Management personnel time and Attorney's fees. These requirements attach to Contractor from the date the additional charges/fees were first added through the date the charges/fees were discontinued, refunds are paid and any litigation is resolved.
5.010	Rate Requirements	Any changes to the rates without the express written approval of County shall not be allowed. Any violation of this clause will require Contractor to specifically indemnify County for any and all claims arising out of the action, refund all funds collected or revenue lost as a result of the charge/fee with five percent (5%) interest and will be responsible for County's Administrative costs involved in identifying, addressing and resolving the unauthorized charge/fee. County's Administrative costs include County's Management personnel time and Attorney's fees. These requirements attach to Contractor from the date the rate is changed through the date the rate change is discontinued, refunds are paid and any litigation is resolved.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION B - USER BILLING AND PAYMENTS

SUBSECTION 1 - PRE-PAID & DEBIT APPLICATIONS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
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	Contractor shall allow the following options to create and fund a pre-paid account: <ul style="list-style-type: none"> • Live operator assistance through Contractor's customer service center; • Automated assistance through Contractor's Interactive Voice Recognition (IVR); • Online; • Mail; • MoneyGram locations; and • Western Union locations.
1.003	Pre-Paid / Debit Application	Contractor shall make funds available for use by the inmate or end-user/visitor immediately for payments via Visa, MasterCard or MoneyGram. Funds shall be made available for Western Union payments within 3 hours of receipt.
1.004	Pre-Paid / Debit Application	County requires that Contractor issue refunds to end-users of any inmate phone and related 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 Contractor and the end-user requests to reactivate the account and utilize inmate phone and related services from inmates at the Facilities, the funds shall be made available to the end-user by Contractor. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account.
1.005	ITS Pre-Paid / Debit Application	Contractor shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call (regardless of call type) from the Facilities.
1.006	Pre-Paid / Debit Application	The pre-paid and/or debit application shall be internal to Contractor's ITS, VVS or Tablet.
1.007	Pre-Paid / Debit Application	Contractor shall provide the inmate with the balance of the pre-paid or debit account at the time of the call or Tablet application.
1.008	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.
1.009	ITS Pre-Paid / Debit Application	The pre-paid and/or debit application shall allow international calls.
1.010	ITS Pre-Paid / Debit Application	Contractor shall be capable of configuring pre-paid cards for use outside of the Facilities.
1.011	ITS Pre-Paid / Debit Application	The ITS shall be capable of interfacing with the current commissary or Jail Management System (JMS) provider for ease of transferring money from the inmate's trust /commissary account to the ITS debit account as well as refunding any unused funds to the trust account upon the inmate's release.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION B - USER BILLING AND PAYMENTS

1.012	Pre-Paid / Debit Application	It is Contractor's responsibility to initiate and establish a business relationship and necessary interface(s) with the JMS Provider and Commissary Provider. The JMS and Commissary information is provided in Exhibit A - Section H (Facility Specifications) . County shall not be responsible for paying any amounts associated with the required interface(s).
1.013	Pre-Paid / Debit Application	Contractor shall supply, at County's request, signage, brochures, flyers regarding the ITS, VVS and Tablets and/or Contractor's pre-paid and debit programs at no cost to County.

SUBSECTION 2 -PAYMENTS FOR VIDEO VISITATION SYSTEM SESSIONS

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

SUBSECTION 3 - Contractor RETENTION OF END-USER ACCOUNT INFORMATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
3.001	Vendor Retention of End-User Account Information	For law enforcement and business purposes, Contractor must retain ITS, VVS, and Tablet account information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of 2 years after the expiration/termination of Contract. The information shall include, but not be limited to, the end-user's billing name, address and telephone number. County shall have access to such account information upon request, to the extent permissible by law.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION C - CUSTOMER SERVICE

SUBSECTION 1 - MAINTENANCE

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
1.001	Maintenance	Contractor shall respond to repair requests from County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7-days a week, 365-days a year basis.
1.002	Maintenance	Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4 hours following notification of a service request or system failure.
1.003	Maintenance	Contractor must exhibit to County a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.
1.004	Maintenance	County shall be notified of progress and/or delays in progress until the problems are resolved.
1.005	Maintenance	Contractor shall notify County any time a technician will be dispatched to the Facilities and prior to the technician's arrival.
1.006	Maintenance	Additionally, County may cancel Contract with Contractor if Contractor has not cured a service problem within 10 days of Contractor receiving notice of the problem from County.
1.007	Maintenance	Each party shall report to the other party any misuse, destruction, damage, or vandalism. Contractor will assume liability for any and all such damages.
1.008	Maintenance	All operation, maintenance and repair issues regarding the ITS, VVS or Tablet services shall be reported by Contractor to County promptly.
1.009	Maintenance	Contractor shall provide County with ITS, VVS and Tablet technology software upgrades as they become available. All upgrades must be provided to County at no additional cost.
1.010	Maintenance	Contractor shall make scheduled inspections of all systems and routinely perform preventive maintenance and software enhancements. Additionally, change control practices are reviewed and shall be compliant with Sarbanes-Oxley.
1.011	Maintenance	<p>Damaged or returned Tablets after an inmate is released shall be handled using the following process:</p> <ul style="list-style-type: none"> • Contractor's technician will place Tablets into a boxes provided by Contractor and place a return label onto the box (return labels paid for and provided by Contractor). • Fed-Ex will pick-up the box and deliver it to Contractor's refurbishing center. • The refurbishing center will repair the Tablet. • The refurbishing center will maintain, wipe, or reset the Tablet. • The refurbishing center will clean the Tablet. • The refurbishing center will send the Tablet back to the facility or replenish current stock.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION D - GENERAL INSTALLATION REQUIREMENTS

SUBSECTION 1 - STANDARDS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
1.001	Standards	Inmate communications services are to be provided and shall comply with all applicable Federal Communication and/or other applicable regulations relating to inmate phone and related services in correctional facilities.
1.002	Standards	Contractor 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
2.001	Implementation	Contractor's implementation plan for all inmate phone and related services, shall include an installation schedule, for each Facility, including ITS, VVS and Tablets.
2.002	Implementation	Initial installations for the ITS must be completed within 60 days of the execution of Contract between County and Contractor. Implementation plan(s) will become a part of Contract and must be followed.
2.003	Implementation	Initial installations for the Tablets and VVS must be completed within 120 and 180 days respectively of the execution of Contract between County and Contractor. Implementation plan(s) will become a part of Contract and must be followed. This includes installation of sufficient bandwidth to support the Todd Road location.

SUBSECTION 3 - TRANSITION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
3.001	Transition Requirements	For the initial installation, Contractor will work with County and the incumbent inmate phone and related services provider to ensure an orderly transition of services, responsibilities and continuity of the services required by County.
3.002	Transition Requirements	Upon expiration, termination, or cancellation of Contract, Contractor shall accept the direction of County to ensure all inmate phone and related services are smoothly transitioned. At a minimum, the following shall apply:
3.003	Transition Requirements	At no cost to County , Contractor shall supply 2 workstation(s) which shall become the property of County after expiration, cancellation or termination of Contract to allow County access to all CDRs, call and visitation recordings, documentation, reports, data contained in the inmate phone and related services applications/systems.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION D - GENERAL INSTALLATION REQUIREMENTS

3.004	Transition Requirements	Contractor shall discontinue providing service or accepting new assignments under the terms of Contract on the date specified by County. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of Contract for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of Contract; revenue share and cost reimbursement payments will be due and payable by Contractor to County at the percentage provided in Contract until all inmate communication services are no longer handled by Contractor.
3.005	Transition Requirements	Contractor agrees to remove its equipment at the conclusion of Contract in a manner that will allow the reuse of wiring/cabling associated with all inmate phone and related services.

SUBSECTION 4 - GENERAL INSTALLATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
4.001	General Installation Requirements	Contractor shall be responsible for all costs associated with the installation of the inmate phone and related services including but not limited to ITS, VVS, and Tablets which shall include but not be limited to the necessary labor, parts, materials, transportation, purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.
4.002	General Installation Requirements	Contractor shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, and Tablets detailed in Exhibit A - Section H (Facility Specifications) .
4.003	General Installation Requirements	Contractor shall install a separate, dedicated network to accommodate all inmate communication and related services. Contractor's inmate communication and related services shall not be configured to reside on or use County's network.
4.004	General Installation Requirements	Contractor shall install/mount all inmate phone and related services equipment in accordance with County's requirements.
4.005	General Installation Requirements	Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminal within the Facilities is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under Contract by Contractor becomes County's property upon termination and/or expiration of Contract.
4.006	General Installation Requirements	Contractor 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 Facilities' maintenance personnel.
4.007	General Installation Requirements	Contractor shall be responsible for installing all new wiring, cabling and network circuits at no cost to County to support the provision of the outlined inmate communication and related services at no cost to County.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION D - GENERAL INSTALLATION REQUIREMENTS

4.008	General Installation Requirements	Contractor agrees to obtain County's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.
4.009	General Installation Requirements	Contractor 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 and related services.
4.010	General Installation Requirements	Contractor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the inmate phone and related services to ensure there is no lost call, video or transaction processing and data storage in the event of a power failure. Contractor's UPS shall maintain power to the ITS for up to 30 minutes while allowing all in-progress ITS calls and blocking additional call attempts. After 30 minutes the ITS shall terminate all calls in progress and power down and will resume full operation automatically after the restoration of power.
4.011	General Installation Requirements	A separate power supply shall not be required for the inmate communication and related services equipment. A power source will be made available by County for the inmate phone and related services.
4.012	General Installation Requirements	Installation of all cabling, telephones, video visitation stations, Tablets, and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by County.
4.013	General Installation Requirements	Contractor shall install, repair, and maintain all Contractor-provided equipment, including but not limited to any wiring or cable work required from the demarcation throughout the Facilities. All Contractor-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of Contractor.
4.014	General Installation Requirements	Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by County, no equipment, inventory or spare parts shall be stored by Contractor at the Facilities.
4.015	General Installation Requirements	Contractor shall correct any damage to County's property caused by maintenance or installation associated with the inmate communication and related services, including repairs to walls and ceilings.
4.016	General Installation Requirements	Contractor 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 phone and related services.
4.017	General Installation Requirements	Contractor's ITS, VVS and Tablet systems shall work with County's existing communication room.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION D - GENERAL INSTALLATION REQUIREMENTS

SUBSECTION 5 - SECURITY

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

SUBSECTION 6 - INMATE COMMUNICATION SERVICES TRAINING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
6.001	Training	Contractor shall provide onsite training for each inmate phone and related service to County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to County. Training manuals shall be provided to County's staff at all training meetings and will become the property of County. At County's request, Contractor shall provide a downloadable version of all user manuals and training materials.
6.002	Training	When requested by County, informational pamphlets shall be available to inmates and end-users and shall describe the applicable features and functionalities of each inmate phone and related services.

SUBSECTION 7 - UPGRADES AND PERFORMANCE PROCESS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
7.001	Upgrades and Performance Process	Contractor shall provide County with written notice, including detailed information, of any new inmate phone and related services software upgrades or additional features to be added to either system, within 30 days of the introduction of the new software or features into the industry.
7.002	Upgrades and Performance Process	Contractor shall provide County with inmate phone and related services software upgrades as they become available. All upgrades must be within 1 release of the newest operating system and provided to County at no additional cost.
7.003	Upgrades and Performance Process	Contractor shall adhere to the following performance process when upgrading the ITS, VVS and Tablet software, equipment, or performing any changes to the system at the Facilities.
7.004	Upgrades and Performance Process	Contractor shall perform extensive testing on all system changes or upgrades to any of the inmate phone and related services, prior to introducing them to County. At a minimum, this shall include the following:
7.005	Upgrades and Performance Process	Circuit/network testing;
7.006	Upgrades and Performance Process	Configuration / setting preservation testing;

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION D - GENERAL INSTALLATION REQUIREMENTS

7.007	Upgrades and Performance Process	ITS: call processing, debit/pre-paid availability, international calling;
7.008	Upgrades and Performance Process	VVS: video visitation session quality and scheduling application;
7.009	Upgrades and Performance Process	Tablets: access to all transactions, applications and applicable purchase processes; and
7.010	Upgrades and Performance Process	Access to all inmate communication and related services user applications.
7.011	Upgrades and Performance Process	Contractor shall provide County with written details regarding any change to voice prompts, dialing or video visitation procedures or processes impacting inmates and end-users/visitors.
7.012	Upgrades and Performance Process	Contractor shall receive written permission from County, before scheduling or proceeding with any functionality changes to the inmate phone and related services at the Facilities, especially if the changes will cause an interruption in service.
7.013	Upgrades and Performance Process	County, at its option, shall have a minimum of 2 weeks to notify inmates at the Facilities of any inmate communication and related services changes that affect the inmates or end-users/visitors before they are implemented.
7.014	Upgrades and Performance Process	Contractor shall work with the Facilities to schedule all changes and/or upgrades during a time when the inmate phone and related services are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with the County to implement the changes or upgrades to avoid an interruption in service.
7.015	Upgrades and Performance Process	At the request of County, Contractor shall coordinate the presence of a technician at the Facilities on the day of implementation to place test calls, video visitation sessions and Tablet transactions and ensure all inmate phone and related services are functioning properly.
7.016	Upgrades and Performance Process	All said changes shall be made by Contractor at no cost to County.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

SUBSECTION 1 - ITS SPECIFIC INSTALLATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
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 Exhibit A - Section H (Facility Specifications) .
1.003	ITS Installation Requirements	Contractor shall install all new telephone equipment.
1.004	ITS Installation Requirements	All telephone equipment shall be powered by the telephone line, not require an additional power source
1.005	ITS Installation Requirements	The telephones must not contain any exterior removable parts.
1.006	ITS Installation Requirements	<p>All telephone sets shall include the following features:</p> <ul style="list-style-type: none"> • Built-in user controlled volume "LOUD" button for Americans with Disabilities Act (ADA) mandated volume control (user must have control of volume amplification, AND volume must reset to normal with hang up to meet ADA requirements) • Cold rolled steel, vandal resistant telephone housing designed for inmate use; • Confidence technology, built into every dial, that filters out background noise at the user's location, allowing better sound to the called party; • All-in-one electronic dial that features modular incoming line and handset connections for quick maintenance. Carbon (HS) and DuraClear® (DURA) Handsets with separate 4-pin connections; • Heavy chrome metal keypad bezel, buttons, and hook switch lever that withstand abuse and vandalism; • Armored handset cord equipped with a steel lanyard (1000-pound pull strength) and secured with a 14-gauge retainer bracket for maximum vandal resistance; • Handset with sealed transmitter and receiver caps, suitable for heavy use and abuse locations; • Pin-in-head security screws that minimize tampering; • Hearing aid compatible and FCC registered US: 1DATE05BITC-254, IC: 3267A-ITC254.
1.007	ITS Installation Requirements	Contractor 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.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

1.008	ITS Installation Requirements	At no cost to County, Contractor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed or expanded buildings and facilities.
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SUBSECTION 2 - ITS AND USER APPLICATION SPECIFICATIONS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
2.001	ITS and User Application Specifications	The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling and visitation sessions.
2.002	ITS and User Application Specifications	The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
2.003	ITS and User Application Specifications	Contractor's ITS shall support debit and pre-paid collect call types for international calling.
2.004	ITS and User Application Specifications	Contractor shall provide a sufficient number of bandwidth to ensure inmates are allowed to place calls 99.9% of the time. County reserves the right to require Contractor 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 Contractor's ITS configuration. Such changes shall be completed by Contractor at no cost to County.
2.005	ITS and User Application Specifications	At County's request, Contractor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by County.
2.006	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. Contractor shall accept County's reasonable decision regarding whether the reception quality is acceptable.
2.007	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.
2.008	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.
2.009	ITS and User Application Specifications	Contractor's ITS shall recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones and chain-dialing by using industry-standard telephony cards that incorporate sophisticated answer supervision techniques to recognize and distinguish busy signals and wireless devices.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

2.010	ITS and User Application Specifications	The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Contractor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
2.011	ITS and User Application Specifications	With each call, the ITS must provide an automated message to advise the called party that:
2.012	ITS and User Application Specifications	The call is coming from a correctional facility.
2.013	ITS and User Application Specifications	The call is coming from a specific inmate.
2.014	ITS and User Application Specifications	The call may be monitored and recorded.
2.015	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.
2.016	ITS and User Application Specifications	The ITS shall play the call acceptance information to the called party twice prior to termination. The called party can interrupt prompts by selecting a digit on the keypad.
2.017	ITS and User Application Specifications	Contractor's ITS shall allow for random announcements to be played to both parties during the call as designated by County. At one minute before the maximum call duration is met the one minute remaining message will be played.
2.018	ITS and User Application Specifications	Contractors' default ITS setup provides message prompts in both English and Spanish. Inmates and end users shall be able to select a specific language at the beginning of the call process. Contractor shall provide additional languages if requested by County.
2.019	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:
2.020	ITS and User Application Specifications	The inmate may record a name each time a call is placed. County requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS;
2.021	ITS and User Application Specifications	The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. County requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS; or
2.022	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.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

2.023	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 Contractor to modify/revise the recordings at any time during Contract at no cost to County and within 30 days of the request.
2.024	ITS and User Application Specifications	ITS shall allow all free local or long distance telephone calls the intake/booking inmate telephones at each Facility at the initial time of booking only. 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.
2.025	ITS and User Application Specifications	Following the dialing sequence, Contractor shall indicate whether the ITS can be configured to either:
2.026	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
2.027	ITS and User Application Specifications	Place the inmate on-hold and not permit the inmate to hear the call progress.
2.028	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.
2.029	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.
2.030	ITS and User Application Specifications	Inmate Name (First, Last);
2.031	ITS and User Application Specifications	Inmate Personal Identification Number;
2.032	ITS and User Application Specifications	Record Identifier;
2.033	ITS and User Application Specifications	Date Range (Start Date/Time and End Date/Tim);
2.034	ITS and User Application Specifications	Facility;
2.035	ITS and User Application Specifications	Called Number;
2.036	ITS and User Application Specifications	Originating Number;
2.037	ITS and User Application Specifications	Station Name;
2.038	ITS and User Application Specifications	Call Type;
2.039	ITS and User Application Specifications	Bill Type;
2.040	ITS and User Application Specifications	Duration;

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

2.041	ITS and User Application Specifications	Call Amount;
2.042	ITS and User Application Specifications	Flagged Calls;
2.043	ITS and User Application Specifications	Monitored Calls;
2.044	ITS and User Application Specifications	Recording Type;
2.045	ITS and User Application Specifications	Completion Type;
2.046	ITS and User Application Specifications	Termination Type;
2.047	ITS and User Application Specifications	Validation Result;
2.048	ITS and User Application Specifications	Pre-Paid Card Number;
2.049	ITS and User Application Specifications	Phone Group(s);
2.050	ITS and User Application Specifications	Visitation Phone(s); and
2.051	ITS and User Application Specifications	Custom Search.
2.052	ITS and User Application Specifications	The ITS user application shall allow CDR query results to be exported in a format selected by County (.csv, PDF, Microsoft Excel 2010 or greater).
2.053	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:
2.054	ITS and User Application Specifications	Call Statistics by Date Range;
2.055	ITS and User Application Specifications	Frequently Called Numbers;
2.056	ITS and User Application Specifications	Frequently Used Personal Identification Numbers;
2.057	ITS and User Application Specifications	Commonly Called Number;
2.058	ITS and User Application Specifications	Call Detail Report;
2.059	ITS and User Application Specifications	Gross Revenue Report by Date Range;
2.060	ITS and User Application Specifications	Facility Totals and Statistics;

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

2.061	ITS and User Application Specifications	Called Party/Number Accepting Report;
2.062	ITS and User Application Specifications	Fraud/Velocity Report;
2.063	ITS and User Application Specifications	Total Calls;
2.064	ITS and User Application Specifications	Personal Allowable Numbers (PAN) Report;
2.065	ITS and User Application Specifications	Pre-Paid Card Report;
2.066	ITS and User Application Specifications	Debit Usage Report;
2.067	ITS and User Application Specifications	Debit Balance and Funding Report;
2.068	ITS and User Application Specifications	Pre-Paid Card Balance Report;
2.069	ITS and User Application Specifications	Bill and Call Type Distribution;
2.070	ITS and User Application Specifications	Phone Usage;
2.071	ITS and User Application Specifications	Reverse Look-Up;
2.072	ITS and User Application Specifications	User Audit Trail ; and
2.073	ITS and User Application Specifications	Voice Verification.
2.074	ITS and User Application Specifications	The ITS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Microsoft Excel 2010 or greater).
2.075	ITS and User Application Specifications	Contractor shall provide County with the capability to search, query and export end-user pre-paid account information for law enforcement and business purposes and as legally permissible. 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.
2.076	ITS and User Application Specifications	The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Contractor.
2.077	ITS and User Application Specifications	Contractor's ITS user application shall at a minimum allow:

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

2.078	ITS and User Application Specifications	Report generation to include the reports listed above;
2.079	ITS and User Application Specifications	The creation, modification and deactivation of user accounts;
2.080	ITS and User Application Specifications	The creation, modification and deactivation of inmate accounts;
2.081	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 Contractor;
2.082	ITS and User Application Specifications	Locating and accessing a specific recording by utilizing a unique recording/call identifier;
2.083	ITS and User Application Specifications	Block/unblock telephone numbers without the assistance of Contractor;
2.084	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 Contractor; and
2.085	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 for law enforcement and business purposes and as permissible by law.
2.086	ITS and User Application Specifications	Contractor's alert feature shall enable County to assign a "Covert Alert" status to inmate PINs, phones, or dialed numbers. When a call with a "Covert Alert" status takes place, the ITS connects it to an investigator's phone number, allowing real-time monitoring of the call.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

2.087	ITS and User Application Specifications	<p>Contractor’s alert application shall support the following features:</p> <ul style="list-style-type: none"> • Alert calls may be placed by multiple phone numbers simultaneously, allowing multiple investigators to monitor a call. • Alert calls may be sent to any phone number within the Facility or across the United States. • For extra security, alerts can be configured to require a personal identification number (PIN) to listen to the call. • The alert application shall be able to send e-mails to the investigator(s) with information about an alert call including date, time, inmate PIN, originating telephone, and dialed number immediately after the called party accepts the call. • The alert application mutes the investigator telephone, so the inmate and the called party are not alerted to call monitoring. • The alert application can be configured to allow investigators to enter a predetermined code and “Barge In” to the call to speak to both the inmate and called party. • The alert application shall allow investigators to immediately disconnect a call. • Alert calls may be configured to be excluded from live monitoring, restricting the monitoring of alert calls to only those investigators who are programmed to receive them. • The alert application can be configured to bridge investigators to the call before connection to the called party or upon called party acceptance. • Authorized staff can run reports to view alerts triggered during a specified date and time range. Users can export results to Excel, PDF, and CSV file formats.
2.088	ITS and User Application Specifications	The ITS shall have the capability to allow County to create, view and track service tickets associated with the ITS or Facilities.
2.089	ITS and User Application Specifications	Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

2.090	ITS and User Application Specifications	Contractor shall provide 24x7x365 monitoring of all Facility-based equipment. Contractor shall monitor connectivity for all installations and all installed equipment including Integrated Access Devices (IADs), Visitation Phone Monitoring (VPM) units, switches and Uninterrupted Power Supply (UPS) systems. Contractor shall poll the ITS every two minutes and their vital operating statistics shall be sent to Contractor every 10 minutes. Upon receiving an alert indicating network failure, Contractor will open a trouble ticket with the appropriate circuit provider. In the case of an onsite failure, Contractor technician shall be dispatched to the Facilities for repair.
2.091	ITS and User Application Specifications	The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones, including video relay units, which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD) and meet these requirements:
2.092	ITS and User Application Specifications	Contractor shall provide the number of TDD telephones and ports specified in Exhibit A - Section H (Facility Specifications) .
2.093	ITS and User Application Specifications	TDD/TTY telephones shall work with the ITS at the Facilities to allow County to specify various policy and security measures such as time limits, call recording, remote printing of the content of the calls, and redial prevention.
2.094	ITS and User Application Specifications	Calls placed through the state's telecommunication relay center (TRS) shall be rated and billed by the relay service provider and charged to the called party.
2.095	ITS and User Application Specifications	Calls placed using a text telephone (TTY) to a friend or family member using a TTY phone shall be rated and billed to the called party by Contractor. Inmates shall also be allowed to place TTY to TTY calls using their debit account.
2.096	ITS and User Application Specifications	Contractor's ITS shall capture TDD data and accommodate monitoring of associated call recordings.
2.097	ITS and User Application Specifications	The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
2.098	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. Contractor shall accept County's direction for how pro bono calling services are configured via the ITS.
2.099	ITS and User Application Specifications	Contractor shall 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. Contractor shall accept County's direction for how the informant line is configured through the ITS.
2.100	ITS and User Application Specifications	Contractor shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Contractor shall:
2.101	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 County informant line.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

2.102	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.
2.103	ITS and User Application Specifications	Contractor shall have the capability to allow County to maintain the same telephone number currently in place at all Facilities and/or utilize any telephone number specified by County.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

SUBSECTION 3 - ITS SECURITY FEATURES

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
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. Contractor shall work with the LEC to ensure such control.
3.013	ITS Security Features	Contractor's ITS shall provide, at a minimum, the following features to prevent fraudulent use: <ul style="list-style-type: none"> • Detection of three-way calls; • Elimination of secondary dialing; • Prohibition of switch hook dialing; • Limitation on the number of times a telephone number may be redialed by the inmate within a specific period of time (parameters to be set by County); • Collection and prevention of Dual Tone Multi Frequency (DTMF); • Detection of call forwarding; • Voice biometrics; and • Identification of Inmate to Inmate Communications (ICER).
3.014	ITS Security Features	The ITS, upon detection of a three-way call, forwarded call, or conference call, shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

3.015	ITS Security Features	The ITS shall allow County to configure the system to: <ul style="list-style-type: none"> •Mark the call in the call record with no interruption to the call. •Disconnect the call with messaging to inmate and called party, and note the event in the call record.
3.015	ITS Security Features	The ITS shall allow the called party to block their telephone number during the call acceptance process.
3.016	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.
3.017	ITS Security Features	Contractor's default configuration for the called party's caller ID is to show Contractor's customer service toll-free number. If County so desires, it may request a different number be configured for display to the called party.
3.018	ITS Security Features	The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facilities is specified in Exhibit A - Section H (Facility Specifications) .

SUBSECTION 4 - PERSONAL IDENTIFICATION NUMBER APPLICATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
4.001	Personal Identification Number Application	The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
4.002	Personal Identification Number Application	The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
4.003	Personal Identification Number Application	The capability to interface with County's JMS to allow for inmate PINs to be automatically transferred to the ITS. The JMS contact information is provided in Exhibit A - Section H (Facility Specifications) . It is Contractor's responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Contractor will be able to meet the PIN requirements listed below with the initial implementation. County shall not be responsible for paying any amount associated with the required interface.
4.004	Personal Identification Number Application	The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
4.005	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;
4.006	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;

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

4.007	Personal Identification Number Application	The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Contractor.
4.008	Personal Identification Number Application	The ITS shall be capable of accepting a manually entered PIN.
4.009	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).
4.010	Personal Identification Number Application	County currently utilizes a 11-digit PIN comprised of a 7-digit inmate ID and a unique 4-digit identifier generated by the ITS.
4.011	Personal Identification Number Application	PINs shall not be required for booking/intake phone(s).
4.012	Personal Identification Number Application	Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from a designated Facility or group of inmate telephones located at the Facility.
4.013	Personal Identification Number Application	When an individual PIN is added or modified in the system, the ITS shall document the date/time and the user making the change.

SUBSECTION 5 - PERSONAL ALLOWED NUMBER LISTS (PANs)

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
5.001	PANs	Personal Allowed Numbers (PANs) are not required under this Contract. In the event County implements PANs, the following shall be applicable and 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 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
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EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

6.001	Monitoring and Recording Requirements	The ITS shall be capable of monitoring and recording all inmate calls and visitation sessions from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege.
6.002	Monitoring and Recording Requirements	Contractor shall provide County with its THREADS data analysis software at no cost to County.
6.003	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 sessions within the ITS user application.
6.004	Monitoring and Recording Requirements	The ITS shall allow designated users at the Facilities to play back a recorded call/visitation session in progress (e.g. live monitoring) via the ITS user application.
6.005	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.
6.006	Monitoring and Recording Requirements	The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
6.007	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 ITS shall display the following fields below. Contractor shall indicate any display fields not currently available.
6.008	Monitoring and Recording Requirements	Call Start Time;
6.009	Monitoring and Recording Requirements	Facility;
6.010	Monitoring and Recording Requirements	Phone Location Name;
6.011	Monitoring and Recording Requirements	Inmate Name;
6.012	Monitoring and Recording Requirements	Inmate PIN;
6.013	Monitoring and Recording Requirements	Called Number;
6.014	Monitoring and Recording Requirements	Private/Attorney Call;
6.015	Monitoring and Recording Requirements	Called City, State;
6.016	Monitoring and Recording Requirements	Call Type;

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

6.017	Monitoring and Recording Requirements	Bill Type;
6.018	Monitoring and Recording Requirements	Cost;
6.019	Monitoring and Recording Requirements	Call Status;
6.020	Monitoring and Recording Requirements	Alert; and
6.021	Monitoring and Recording Requirements	Duration.
6.022	Monitoring and Recording Requirements	All CDRs, including all attempted and completed calls, shall be stored online for the life of Contract. A copy of all CDRs shall be stored offline by Contractor for a minimum period of 2 years following the expiration of Contract.
6.023	Monitoring and Recording Requirements	All call recordings and visitation sessions shall be stored online for the life of Contract. A copy of all recordings shall be stored offline by Contractor for a period of 2 years following the expiration or termination of Contract and any renewal terms.
6.024	Monitoring and Recording Requirements	Contractor shall be responsible for supplying all storage media (CDs/DVDs, USB drives) at no cost to County throughout the life of Contract and any renewal terms.
6.025	Monitoring and Recording Requirements	Contractor shall provide County with the number of workstations indicated in Exhibit A - Section H (Facility Specifications) . The workstations shall work in real-time with the ITS, for such monitoring, recording and reporting. The workstations shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent).
6.026	Monitoring and Recording Requirements	Contractor shall provide remote access to the ITS at no cost to County.
6.027	Monitoring and Recording Requirements	The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on a Contractor-provided workstation.
6.028	Monitoring and Recording Requirements	For the term of Contract, County shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.
6.029	Monitoring and Recording Requirements	The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination.
6.030	Monitoring and Recording Requirements	The ITS user application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
6.031	Monitoring and Recording Requirements	The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION E - ITS REQUIREMENTS

6.032	Monitoring and Recording Requirements	The copying/burning application shall be internal to the ITS .
6.033	Monitoring and Recording Requirements	<p>Contractor shall adhere to the following practices and processes for data storage, data redundancy and processes used when copying and storing all data.</p> <ul style="list-style-type: none"> • Call recordings shall be stored in centralized, disaster-resistant, carrier-class data centers. • All equipment used to store recordings shall be monitored by Contractor 24 hours a day, seven days a week, and 365 days a year. • For redundancy, the ITS shall write all recorded calls to two separate Storage Area Networks (SANs), using two separate connections and shall archive all call recordings to an offsite storage facility for the third layer of redundancy.
6.034	Monitoring and Recording Requirements	Contractor's ITS shall provide County users the ability to send an email message to selected individuals with a link to download the recorded call recordings or attach the downloaded .wav recording file to the email. Recipients of the emailed recording can listen to the .wav file from their email device.
6.035	Monitoring and Recording Requirements	<p>Call recordings can be downloaded from the ITS by authorized users in four formats that are compatible with common media players:</p> <ul style="list-style-type: none"> • OGG • WAV • MP3 • GSM
6.036	Monitoring and Recording Requirements	County reserves the right to require Contractor to provide onsite storage of all call recordings at no cost.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION F - VVS REQUIREMENTS

SUBSECTION 1 - VIDEO VISITATION SERVICE

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
1.001	Video Visitation Service	The VVS shall consist of hardware, firmware and software designed to enable County to initiate, monitor, record, and retrieve video visitation sessions. Contractor's VVS stations shall also provide inmates access to sick call, electronic messaging, law library and commissary ordering applications.
1.002	Video Visitation Service	Contractor's 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. In the event Contractor develops the capability for inmates to initiate remote video visitation sessions, the feature shall be provided to County at no cost.
1.003	Video Visitation Service	The VVS shall interface with County's JMS/ITS to allow for inmate and visitor information to be automatically transferred between the JMS and VVS. County will not be responsible for paying any amount(s) associated with the required interface(s). The inmate identifier utilized for the ITS should be the same inmate identifier for the VVS.
1.004	Video Visitation Service	County requires the VVS to complete remote video visitation sessions only.
1.005	Video Visitation Service	Contractor shall provide internet test capability to remote video visitors.
1.006	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.
1.007	Video Visitation Service	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.
1.008	Video Visitation Service	Contractor must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on a control workstation.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION F - VVS REQUIREMENTS

SUBSECTION 2 - VVS SPECIFIC INSTALLATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
2.001	VVS Installation Requirements	Contractor shall provide County the number of VVS control workstation(s) specified in Exhibit A - Section H (Facility Specifications) . The workstations shall work in real-time with the VVS, for monitoring, recording and reporting. The workstations shall each include a CD/DVD burner, 2 flat screen monitors, built in speakers, mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). Contractor shall also provide County the number of monitoring 46" or greater TVs specified in Exhibit A - Section H (Facility Specifications) .
2.002	VVS Installation Requirements	VVS stations shall be suitable for a correctional environment, stainless steel, sturdy, vandal and tamper resistant with a shatter proof screen. VVS stations shall include the cord length requirements as those for telephone sets as described in Exhibit A - Section H (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	Contractor shall install all new VVS equipment.
2.006	VVS Installation Requirements	VVS stations shall include picture-in-picture viewing.
2.007	VVS Installation Requirements	Contractor's VVS stations shall include, at a minimum, the following: <ul style="list-style-type: none"> • A correction grade hardened steel enclosure; • One correction grade audio handset; • A shatterproof LCD monitor with integrated camera; • Spill-proof enclosures; • No openings exposed to the inmate including all wiring and ventilation holes; • No external hinges; • 110 VAC power; • Built-in LED lighting that automatically activates during video visitation sessions and automatically ends when the video visitation session completes and/or disables during all other functions; and • Standards-based video conferencing codec.
2.008	VVS Installation Requirements	Upon installation of the VVS, Contractor 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.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION F - VVS REQUIREMENTS

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, Contractor shall provide County with a list of inmate and visitor video visitation stations, specifications, and location of each unit.
2.011	VVS Installation Requirements	Contractor 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 Contractor upon County's request and at no cost.
2.013	VVS Installation Requirements	At no cost to County, Contractor shall install additional VVS stations (inmate and visitation), including monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed or expanded Facilities.

SUBSECTION 3 - VVS REGISTRATION AND SCHEDULING

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
3.001	VVS Registration and Scheduling	The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and video visitation sessions using an internet browser and internet connection.
3.002	VVS Registration and Scheduling	Remote visitors access Contractor website using any standard internet browser or Contractor's mobile application. If requested by County, Contractor shall install an onsite registration kiosk for VVS. Contractor's website and mobile application shall allow the visitor to: <ul style="list-style-type: none"> • Create, edit, and/or delete scheduled video sessions with inmates; • Pay for a scheduled session with a credit or debit card; • Apply for remote video visitation privileges (may require approval from County); • View account activity; and • Conduct remote video visit.
3.003	VVS Registration and Scheduling	Contractor's VVS shall be capable of capturing a photo of visitor and visitor's photo identification (e.g. driver's license). Contractor's VVS shall allow a separate registration/validation process for professional/attorney visitors including capturing the BAR ID.
3.003	VVS Registration and Scheduling	The VVS has the capability to allow smart phone scheduling.
3.004	VVS Registration and Scheduling	The VVS shall allow visitors to login using a unique visitor ID or an email address and password.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION F - VVS REQUIREMENTS

3.005	VVS Registration and Scheduling	The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with County's visitation policies as part of the registration process and with each scheduled visitation session.
3.006	VVS Registration and Scheduling	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process:
3.007	VVS Registration and Scheduling	First Name;
3.008	VVS Registration and Scheduling	Last Name;
3.009	VVS Registration and Scheduling	Email;
3.010	VVS Registration and Scheduling	Telephone Number / Cell Phone;
3.011	VVS Registration and Scheduling	Physical Address (Street Address, City, State, Zip);
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;

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION F - VVS REQUIREMENTS

3.024	VVS Registration and Scheduling	Username; and
3.025	VVS Registration and Scheduling	Password.
3.026	VVS Registration and Scheduling	<p>Contractor's VVS requires the following hardware and software for the visitor not using a smartphone or tablet:</p> <ul style="list-style-type: none"> • A desktop or laptop running Windows 7 (32-bit) or Windows 8 (32-bit). MacOSX and Ubuntu versions are currently offered; • A built-in or external webcam with a resolution of at least 1.3 megapixels; • JavaScript; • Microsoft Windows Operating system; • Adobe Flash Player; • Internet browser (Internet Explorer or Mozilla Firefox); • Broadband internet access (DSL or Cable) – 256 KB minimum upstream and downstream; and • Speakers/Headset and microphone (built-in or external).
3.027	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.
3.028	VVS Registration and Scheduling	The VVS shall be capable of sending the public an email or text notification confirming the scheduled or canceled visit.
3.029	VVS Registration and Scheduling	The VVS shall be capable of accommodating different sets of rules for onsite standard visitation and remote video visitation sessions.

SUBSECTION 4 - VVS USER APPLICATION

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
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);

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION F - VVS REQUIREMENTS

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:
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;
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).
4.029	VVS User Application	Contractor's VVS shall provide County with reports that can be exported in CSV, XLS and PDF including but not limited to: Appointment Report and Recorded Sessions Report.

SUBSECTION 5 - VVS MONITORING AND RECORDING REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
5.001	VVS Monitoring and Recording Requirements	The VVS must permit County to fully record and monitor all standard and video visitation sessions from any standard or video visitation station within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.
5.002	VVS Monitoring and Recording Requirements	The VVS shall automatically start each video visitation session at the designated start time.
5.003	VVS Monitoring and Recording Requirements	The VVS shall allow County to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visitation session will count against the inmate's visitation quota.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION F - VVS REQUIREMENTS

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	<p>Contractor shall adhere to the following practices and processes for storing recorded video visitation sessions.</p> <ul style="list-style-type: none"> • Video recordings shall be stored in Contractor’s centralized Disaster-Resistant Carrier-Class Data Centers located in Dallas and Atlanta. • The centers shall manage all of the hardware and software controlling fraud detection, investigative features, visitation processing, visitation records, and actual recordings of visitations. • Data Centers shall be managed under the direct supervision and immediate hands-on maintenance by trained data center personnel. All equipment used to store recordings shall be monitored by Contractor 24 hours a day, 7 days a week, and 365 days a year. • All video sessions are recorded to two separate storage appliances, using two separate connections to the different appliances.
5.007	VVS Monitoring and Recording Requirements	County requires the retention of video visitation sessions online for 90 days.
5.008	VVS Monitoring and Recording Requirements	The VVS shall store all video visitation sessions offline for the life of Contract plus 2 years after the termination of the contract.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION G - TABLET REQUIREMENTS

SUBSECTION 1 - TABLET SPECIFICATIONS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
1.001	Tablet Specifications	Tablets shall interface with the County's JMS, commissary, ITS, and/or VVS, at no cost to the County allowing inmates to access Tablet services; the same inmate identifier should be used for Tablets as the inmate identifier for ITS and VVS. The County will not be responsible for paying any amount(s) associated with the required interface(s).
1.002	Tablet Specifications	Tablets shall be configured to only allow inmates access to the services and applications approved by the County including but not limited to inmate account balance, music, podcasts, movies, eBooks and games. Additional applications shall be mutually agreed upon by the County and Contractor. Inmates shall be prohibited from having any access to any external applications. Tablets must communicate with pre-approved applications and servers only.
1.003	Tablet Specifications	Tablets shall be restricted to Contractor wireless access points only and shall be unable to connect to other wireless network access points.
1.004	Tablet Specifications	Contractor 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 Contractor at no cost to County:
1.005	Tablet Specifications	Transactions by inmate;
1.006	Tablet Specifications	Application usage by inmate;
1.007	Tablet Specifications	Totals by inmate;
1.008	Tablet Specifications	Totals by Tablet;
1.009	Tablet Specifications	Daily, weekly and monthly statistics.
1.010	Tablet Specifications	Contractor'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 Contractor.
1.011	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.
1.012	Tablet Specifications	Tablets shall have detailed dashboard views that allow Facilities' staff access to real-time search functions and analytics on Officer Tablets.
1.013	Tablet Specifications	Facilities staff may shut down a single Tablet, a group of Tablets or all Tablets from the control workstation. A partial shut down of Tablets, either individually or by group, shall not affect the functionality of other Tablets.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION G - TABLET REQUIREMENTS

1.014	Tablet Specifications	Contractor shall provide Officer Tablets to be disseminated as determined by the County. Facilities staff shall have the ability to monitor any individual inmate activities as well as close or activate individual applications by inmate or across multiple inmate users. Facilities staff shall be able to deactivate all Tablet functions by inmate, group of inmates or all inmates.
1.015	Tablet Specifications	Tablets provided by Contractor shall be configured to provide certain "free" services to the inmate population at no charge. Such "free" services shall include:
1.016	Tablet Specifications	Clock;
1.017	Tablet Specifications	Calendar;
1.018	Tablet Specifications	Dictionary;
1.019	Tablet Specifications	Calculator;
1.020	Tablet Specifications	PDF documents approved by County;
1.021	Tablet Specifications	Lexis Nexus law library;
1.022	Tablet Specifications	Electronic submission of inmate requests;
1.023	Tablet Specifications	Commissary purchases;
1.024	Tablet Specifications	Debit purchases;
1.025	Tablet Specifications	Account look-up;
1.026	Tablet Specifications	Inmate handbook;
1.027	Tablet Specifications	Inmate notices/bulletins; and
1.028	Tablet Specifications	Contractor's jobview application.
1.029	Tablet Specifications	Contractor shall provide County with an interim wall-charging cart model accommodating at least 40 Tablets. Within 1 year of the implementation of Tablets, Contractor shall provide County with its wireless wall mounted charging stations.
1.030	Tablet Specifications	Contractor's Tablet solution shall provide education applications for inmate use. Educational applications include: <ul style="list-style-type: none"> • EBooks application that provides access to books based on book type (fiction, non-fiction, fantasy and adventure). The application will allow an inmate to choose the book to read and may upload to the tablet device, based on County policies. • Lantern's education application including a differentiated literacy platform, exploration library with thousands of hours of books and videos, full Spanish content and interface and personalized GED and HiSET prep programs. • Podcast application that provides verbal information through a variety of categories including self-help, religious, vocations, education and sports information.
1.031	Tablet Specifications	Contractor shall supply one set of clear plastic, see through earbuds with each Tablet.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION G - TABLET REQUIREMENTS

1.032	Tablet Specifications	Tablets shall allow hearing impaired inmates to utilize a majority of the Tablet applications (books, forms, games, job search, etc.), depending on the inmate's degree of hearing loss.
1.033	Tablet Specifications	Contractor's Tablet shall have the availability of live monitoring via the ITS for the phone application.

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION H - FACILITY SPECIFICATIONS

SUBSECTION 1 - FACILITY INFORMATION & EQUIPMENT REQUIREMENTS

Data Category	East County Jail	Pre-Trial Detention	Todd Road
Average Daily Population (ADP):	9	831	816
Number of Beds:	25	850	850
Inmate Type:	Minimum, Medium, and Maximum Security		
Call Time Limit:	60 minutes	60 minutes	60 minutes
Hours of Availability for Inmate Telephones:	6AM to 10PM		
Hours of Availability for Booking Telephones:	24/7	24/7	24/7
Inmate Telephones Required:	7	107	99
Required Telephone Cord Length (Inmate Telephones):	12"	12"	12"
Visitation Telephones Required:	14	118	80
Required Telephone Cord Length (Visitation Telephones):	24"	24"	24"
Portable/Cordless Phones Required:	0	2	2
ITS Workstations Required:	1	1	1
TDD and VRS Devices Required:	1 TDD 0 VRS	1 TDD 1 VRS	1 TDD 1 VRS
Inmate Video Visitation Stations Required:	N/A	32	25
Required Cord Length (Inmate Video Visitation Stations):	N/A	24"	24"
Control Workstation Required:	N/A	2	2
Required Tablets:	N/A	1,600	
Required Officer Tablets:	100		
Required Kiosks (Lobby):	0	1	1
Required Kiosks (Registration)	N/A	1	1

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION H - FACILITY SPECIFICATIONS

Data Category	Probation Detention Center	Facility 5 - N/A	Facility 6 - N/A
Average Daily Population (ADP):	60	INTENTIONALLY LEFT BLANK	
Number of Beds:	120		
Inmate Type:	Minimum, Medium, and Maximum		
Call Time Limit:	60 minutes		
Hours of Availability for Inmate Telephones:	6AM to 10PM		
Hours of Availability for Booking Telephones:	24/7		
Inmate Telephones Required:	7	INTENTIONALLY LEFT BLANK	
Required Telephone Cord Length (Inmate Telephones):	12"		
Visitation Telephones Required:	0		
Required Telephone Cord Length (Visitation Telephones):	24"		
Portable/Cordless Phones Required:	0		
ITS Workstations Required:	1		
TDD and VRS Devices Required:	1 TDD 0 VRS		
Inmate Video Visitation Stations Required:	N/A		
Required Cord Length (Inmate Video Visitation Stations):	N/A		
Control Workstation Required:	N/A		
Required Tablets:	N/A		
Required Kiosks (Lobby):	0		
Required Kiosks (Registration)	N/A		

SUBSECTION 2 - INTERFACE CONTACT INFORMATION

Service Provider Type	Company & Contact Name	Contact Telephone Number	Email
JMS and Commissary	Ventura County Sheriff's Office; Cynthia Elliott	805-654-3108	cythia.elliott@Ventura.org

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION I - RATES, FEES AND REVENUE SHARE			
SECTION 1 - ITS RATES, FEES AND REVENUE SHARE			
Category	Per Minute Rate		Avg Cost/Call: 60 Minutes
Local and Intrastate			
Collect	\$ 0.25	\$	15.00
Pre-Paid Collect	\$ 0.21	\$	12.60
Pre-Paid Card	\$ 0.21	\$	12.60
Interstate and Domestic International			
Collect	\$ 0.25	\$	15.00
Pre-Paid Collect	\$ 0.21	\$	12.60
Pre-Paid Card	\$ 0.21	\$	12.60
International			
Collect	\$ 0.75	\$	45.00
Pre-Paid Collect	\$ 0.75	\$	45.00
Pre-Paid Card	\$ 0.75	\$	45.00
Voicemail Fee (Per Message)	\$		1.99
ITS REQUIRED FEES			
Fee Type	Amount		Frequency
Collect Billing Fee	\$ 2.00		Per Monthly Statement
Pre-Paid Collect Funding Fee			
IVR/Automated	\$ 3.00		Per Deposit
Live Representative	\$ 5.95		Per Deposit
Third Party			No Markup Allowed
Western Union	10.95		Per Deposit
MoneyGram	11.95		Per Deposit
ITS REVENUE SHARE AND COST REIMBURSEMENT			
Category	Amount		
Revenue Share (%) ITS	66.00%		
Minimum Annual Guarantee	\$800,000.00		
Monthly Cost Recoupment	\$16,700.00		
Revenue Share (%) Voicemail	20%		
SECTION 2 - VVS RATES, FEES AND REVENUE SHARE			
Category	Flat Fee Amount		Avg Cost/Visit 30 Minutes
30-Minute Remote Video Visitation Session	\$ 6.00	\$	6.00
All Other Fees:	Not Allowed		
VVS Revenue Share (%)	30% Effective Year 3		

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION 3 - TABLET APPLICATION FEES AND REVENUE SHARE		
Category	Fee Amount	Revenue Share
Electronic Messages		TBD*
Video Messages		TBD*
Entertainment Media - Games (Monthly)		TBD*
Entertainment Media - Movies (Monthly)		TBD*
Entertainment Media - Music (Monthly)		TBD*
Entertainment Media - eBooks (some included)		TBD*
Revenue Share Tablets		TBD*
<i>*Tablet fees and revenue share will be negotiated by the parties within 90 days of the execution of the Contract.</i>		
SECTION 4 - LOBBY KIOSK FUNDING		
Category	Fee Amount	Frequency
Cash Deposit	\$ 3.00	Per Deposit
Credit Card Deposit	\$3.00 flat fee + 5% of deposit	Per Deposit

EXHIBIT A - MANDATORY REQUIREMENTS

EXHIBIT A - MANDATORY REQUIREMENTS

SECTION J - ADDITIONAL TECHNOLOGY

Subsection 1 - Voice Biometric Technology

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
1.001	Voice Biometric Technology	County requires that Vendor's ITS be capable of initial and real-time continuous voice biometric technology through "Investigator Pro." Investigator Pro analyzes voice data immediately after call completion. Investigator Pro technology shall be provided at no cost to County. County reserves the right to add Investigator Pro at any time during the term of Contract.

Subsection 2 - Inbound Voicemail Messaging

2.001	Inbound Voicemail Messaging	Voicemail messaging via the ITS to allow inmates to receive inbound voicemails only. Inbound voicemail messaging shall be provided at no cost to County. County reserves the right to add automated voicemail at any time during the term of the Contract.
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Subsection 3 - Automated Information Technology

3.001	Automated Information Technology	County requires automated information technology as part of Contract. Vendor shall install "Automated Information Services" (AIS) interactive voice response to provide public and inmate callers with general automated information that can be accessible by both the inmate and general public. The information available to the general public shall include basic jail information (location, visitation hours, mailing policies, directions, etc.) and, with a JMS integration, inmate-specific information (inmate lookup, release dates, upcoming court dates, bond inquiries, etc.) The information available to inmates shall include, but not be limited to, commissary balances, charges, court dates inclusive of time and locations, bond amounts and to interface with County's JMS. County will not be responsible for the cost of any interface. This technology shall be provided at no cost to County. County reserves the right to add AIS at any time during the term of Contract.
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Subsection 4 - Commissary Ordering

4.001	Commissary Ordering	Commissary ordering shall be made available to inmates via the Tablets and VVS. Both technologies shall allow inmates to select and order commissary items. Commissary ordering shall be provided at no cost to County. County will not be responsible for any cost associated with an interface if one is required to implement commissary ordering.
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EXHIBIT A - MANDATORY REQUIREMENTS

Subsection 5 - Kiosks		
5.001	Lobby Kiosk	Contractor's kiosk services shall include, but not be limited to: deposits into a called party's pre-paid account and/or an inmate's trust, commissary, and/or debit account from the lobby kiosks using cash, coins or credit/debit card. Lobby kiosk will be provided at no cost to County. County will not be responsible for any costs associated with cash collection, ongoing maintenance, repair, or replacement for lobby/booking kiosks.
5.002	Lobby Kiosk	Contractor agrees to charge the funding fee for deposits to lobby kiosks as detailed in Exhibit A - Section I (Rates, Fees, & Rev. Share)
5.003	Booking Kiosk	Contractor's proposed services shall include, but not be limited to: deposits into an inmate's trust account from the booking kiosks using cash, coins, or credit/debit card. Booking kiosks shall be able to provide two copies of a receipt for every monetary deposit; one to be provided to the inmate, and one for the facility staff. County reserves the right to add and install a booking kiosk at any time during the term of the Contract. Contractor shall not charge any fees to the inmates for use of the booking kiosk.
Subsection 6 - Cell Phone Detection		
6.001	Cell Phone Detection	Contractor shall provide Metrasens Cellsense Cell Phone Detector units to aid in the detection of the presence of contraband cell phones in or on the body (even if the cell phone is switched off) as well as other contraband items. The cost to County for the procurement of the cell phone detection equipment is \$10,000 per unit. County reserves the right to add the Wolfhound-Pro Cell Phone Detector at any time during the term of Contract.