

SACRAMENTO COUNTY SHERIFF'S
DEPARTMENT



RFP #06082020

COMMODITY/SERVICE:
INMATE COMMUNICATION SERVICES

Contents

DEFINITIONS 3

INTRODUCTION 4

1. **Statement of Purpose**..... 4

2. **Designated Agent** 4

3. **Scope of Service**..... 4

4. **Term**..... 5

5. **Communications Regarding the RFP** 5

6. **Mandatory Site Evaluation** 6

7. **Fees, Commissions and Reporting** 6

8. **Rate Requirements** 11

9. **Liquidated Damages**..... 13

10. **Licenses, Permits and Taxes** 14

11. **Independent Contractor**..... 15

12. **Surety Bond**..... 15

13. **Discrepancy** 15

14. **Additional Requirements and Specifications** 15

15. **Indemnification**..... 15

16. **Insurance** 16

DETAILED REQUIREMENTS 17

1. **CORE TECHNOLOGIES – INMATE COMMUNICATION SERVICES** 17

 1.1. **Equipment and Installation Requirements** 17

 1.2. **Technology Features and User Applications** 18

 1.3. **Security Features**..... 20

 1.4. **Monitoring, Recording and Data Requirements** 21

 1.5. **Additional Technology**..... 21

2. **FINANCIAL TRANSPARENCY**..... 22

 2.1. **Proposer Information** 22

 2.2. **Validation**..... 23

 2.3. **Available Options**..... 23

 2.4. **End-User Payment Options**..... 24

 2.5. **Proposer References**..... 24

3. **SERVICE** 25

 3.1. **Disaster Recovery Plan** 25

 3.2. **Proposer Personnel**..... 25

 3.3. **Customer Service** 26

 3.4. **Maintenance** 26

 3.5. **Dedicated Field Services Technician** 26

KEY EVENTS 27

PROPOSER'S INSTRUCTIONS 27

BASIS OF AWARD 30

FINAL ACCEPTANCE 31

Appendices (included as Attachments in this RFP)

A - Sacramento County General Terms & Conditions

B - Sheriff Revenue Agreement Terms and Conditions

C - DCSS Contractor Certification of Compliance

D - Environmental Purchasing Policy

E - Solicitation Exceptions

F - Non Collusion Affidavit

G - County Insurance Requirements

H - Customer References

I - Pricing

J - Risk Assessment Questionnaire

K - Web Accessibility Policy

L - Prevailing Wages

DEFINITIONS

Response: The written, signed and sealed complete document submitted according to the proposal instructions. Response does not include any verbal or documentary interaction apart from submittal of a formal Response.

Request/Proposal/Bid: The completed and released document, including all subsequent addenda, made publicly available to all prospective proposers.

We/Us/Our: Terms that refer to the County of Sacramento, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

- Purchasing - the Contracts and Purchasing Services Division of the Department of General Services.
- Department/Division – The department or division requesting the goods or services contained in this request, for which this PROPOSAL is prepared and which will be the end user of the requested goods or services.
- Constituency – the client base or County population which may benefit from the procurement of goods and/or services requested herein.

You/Your: Terms that refer to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

- Supplier - A business entity engaged in the business of providing services.
- Proposer - A business entity submitting a Response to this proposal. Suppliers which may express interest in this proposal, but who do not submit a Response, have no obligations with respect to the proposal requirements.
- Contractor - The Proposer(s) who's Response to this proposal is evaluated as meeting the needs of the County. Contractor(s) will be selected for award, and will enter into an Agreement(s) for provision of the services described in this proposal.
- Contractor's Employee - All persons who can be offered to provide the services described in the proposal. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

Mandatory: A required element of this request/proposal/bid. Failure to satisfy any element of this request/proposal/bid defined as "mandatory" will disqualify the particular response.

Default: A failure to act as required by any Agreement resulting from this request, which may trigger the right to sue or may excuse the other party's obligation to perform under the Agreement.

Cancellation/Termination: A unilateral or mutual decision to not complete an exchange or perform an obligation under any Agreement resulting from this request.

"Or Equal": A statement used for reference to indicate the character or quality desired in a requested product or service. When specified in a proposal document, equal items will be considered, provided the response clearly describes the article. Offers of equal items must state the brand and number, or level of quality. When brand, number, or level of quality is not stated by proposer, the offer will be considered exactly as specified. The determination of the Purchasing Agent as to what items are equal is final and conclusive.

INTRODUCTION

1. *Statement of Purpose*

- A. The County of Sacramento (“County”) currently operates three (3) facilities under two departments. The Sheriff’s Department is responsible for the Main Jail Division (“Main Jail”) and Rio Cosumnes Correctional Center (RCCC) and the Probation Department operates the Youth Detention Facility (YDF). The County invites responses to the Request for Proposal (RFP) from qualified, experienced Proposers who can provide a comprehensive, reliable inmate communications solution for its correctional facilities, including inmate telephones and correctional-grade tablet services. The County is also seeking to expand the methods by which deaf or hard-of-hearing inmates can communicate with hearing persons at the Facilities. Inmate communication services must meet the requirements described in this RFP and its attachments and appendices and shall be offered at the County facilities listed in **Table 1 – County Facilities** below.
- B. Details about the required equipment and inmate population of each Facility can be found in the **Attachment 1, Section I (Facility Specifications)**. Proposer shall provide all requested inmate communication services to the inmates in accordance with the requirements and provisions set forth in this RFP **Attachment 1, Mandatory Requirements**.

Table 1 – County Facilities

FACILITIES		
Responsible County Department	Facility Name	Facility Address
Sheriff’s Department	Main Jail Division (Main Jail)	651 “P” Street Sacramento, CA 95814
Sheriff’s Department	Rio Cosumnes Correctional Center (RCCC)	12500 Bruceville Road Elk Grove, CA 95758
Probation Department	Youth Detention Facility (YDF)	9601 Keifer Boulevard Sacramento, CA 95827

2. *Designated Agent*

- A. The County may engage third party consultants both in the process of this procurement and in the management of the day-to-day operations of the inmate telephone contractor. If a consultant or agent (“Designated Agent”) is engaged, Proposers will cooperate with the Designated Agent as directed by the County including following instructions found in this RFP, and if awarded, the operation of the ITS and Tablets as well as the VVS if the County selects this service. Throughout this RFP, the County shall be deemed to include both the County and the County’s Designated Agent or consultant.

3. *Scope of Service*

A. **Inmate Telephone System**

The County requires a turnkey inmate calling solution (“ITS”) which shall include, without limitation, collect, pre-paid collect, debit, free, visitation sessions, and inbound voicemail. The ITS must also include voice biometric technology for initial and continuous verification of the inmate’s voice. This feature must be an integrated part of the ITS and must include analytical tools and reporting. Contractor shall install and operate inmate and visitation telephones, and related equipment. Contractor shall, without cost to the 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 cards, debit and free calls from the Facilities.

B. Tablets

The County is seeking a correctional-grade mobile device/tablet solution (“Tablets”) at no cost the County, for the purpose of providing inmates with incentive based education. Tablets are currently installed at Main Jail and YDF and shall be installed at all the County’s Facilities. The County seeks to implement Tablets at the Main Jail and RCCC using a ratio of 1:2 (one Tablet for every two (2) inmates) and at YDF using a ratio of 1:1 (one Tablet for every one (1) inmate). The County’s current tablet solution provides inmates access to education and commissary ordering. The Tablets shall, at a minimum, have the capability to access various applications including education, electronic messaging, commissary ordering, inmate requests (medical requests, grievances, etc.) and facility content (inmate handbook, PREA, etc.). Tablet services/applications may vary at the Facilities and shall be implemented at the direction of the County. The County reserves the right to add an ITS and/or VVS application to the Tablets.

4. Term

- A. The County intends to award a three (3) year Agreement (“Initial Term”) with the option to renew for two (2) additional (1) year terms or on a month-to-month basis (not to exceed twelve (12) months). All terms and conditions, requirements and specifications of the awarded Agreement shall remain the same and apply during any renewal term(s). The awarded Agreement shall not automatically renew.

5. Communications Regarding the RFP

- A. Proposer must submit all questions in writing and electronically to the RFP contact listed below.
- B. The County shall deliver the answers to the questions and/or comments received from Proposers via an Addendum by the date specified in [Key Events](#). Any questions and/or comments submitted by the Proposers after the due date will not be answered by the County.
- C. Only written communication executed by the County in the form of an Addendum shall be considered binding.
- D. Proposer shall not contact any of the County’s employees or any employee at the Facilities regarding this RFP, during the RFP process. Inappropriate contact by Proposer may result in the County’s rejection of Proposer’s RFP response.
- E. RFP questions or comments shall be addressed to the County’s Designated Agent with a copy to the County as follows:

The County’s Designated Agent:

Praeses, LLC
Attn: Lauren Mann
Telephone – (318) 424-8125 Ext. 3217
Email – lauren.mann@praeses.com

The County:

Sacramento County Sheriff’s Department
Attn: Sergeant Kim Mojica
Email – kmojica@sacsheriff.com

6. *Mandatory Site Evaluation*

- A. The County requires Proposers to attend the site evaluation on the date and time specified in the [Key Events](#). It is mandatory for Proposers to attend the site evaluation to submit a Proposal.
- B. To attend the site evaluation, Proposer must confirm attendance via email to the County's Designated Agent on or before specified in the [Key Events](#) using the form found in **Attachment 1, Section L (Site Evaluation Registration Form)**. Each Proposer will be limited to two (2) representatives at the site evaluation. This will be the only time available for Proposer to visit the Facilities during the RFP process. The site evaluations will take place at the following locations:
- 1) Site Evaluation – Part 1: Main Jail, 651 "I" Street, Sacramento, CA 95814
RCCC, 12500 Bruceville Road, Elk Grove, CA 95758
 - 2) Site Evaluation – Part 2: Youth Detention Facility, 9601 Keifer Boulevard, Sacramento, CA 95827
- C. Oral responses to questions during the site evaluation shall be considered nonbinding on the County. Proposer's questions regarding the site evaluation and/or this RFP must be submitted by Proposer in writing on or before the date specified in the [Key Events](#).

7. *Fees, Commissions and Reporting*

A. **ITS Reporting and Payments**

- 1) Gross Revenue generated by and through the proposed ITS consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of ITS service pursuant to this RFP and Agreement. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges; per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid Local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls); additional fees and/or charges added to the total cost of a call or added to the called party's bill; or any other compensation received by Contractor.
- 2) 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, LEC adjustments or any other Contractor expense.
- 3) 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 the County prior to implementation.
- 4) The County shall notify Contractor of any unapproved additional fees and/or charges associated with ITS of which the County becomes aware of. The unapproved fees and/or charges are subject to liquidated damages as specified in [Introduction, Section 9 - Liquidated Damages](#).
- 5) Should the 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.
- 6) Notwithstanding the foregoing, Gross Revenue does not include the following items:
 - 7.A.6.1. 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.
 - 7.A.6.2. 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 the County or from inmate telephones approved by the County to process free calls shall not generate revenue or compensation for Contractor and shall not be eligible for revenue-share to the County. Only those numbers designated by the County on the free call list and inmate telephones approved by the 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 the County.

- 7.A.6.3. 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 (e.g. 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 the County. Unapproved pre-paid collect fees are subject to liquidated damages as specified in [Introduction, Section 9 - Liquidated Damages](#).
- 7.A.6.4. 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 once a month. The collect billing fee shall not be applied on a per-call basis. All collect billing fees must be approved by the County. Unapproved collect billing fees are subject to liquidated damages as specified in [Introduction, Section 9 - Liquidated Damages](#).
- 7.A.6.5. Complimentary calls associated with Contractor's pre-paid collect program are not included in Gross Revenue and revenue share is not payable by Contractor.
- 7) 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.
- 8) Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates including but not limited to any and all taxes as applicable for the ITS services such as collect, debit, pre-paid and any other calls.
- 9) Contractor may utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement between Contractor and the commissary provider for which the parties agree that the commissary provider will collect and remit 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.
- 10) YDF currently utilizes pre-paid cards. Revenue-share for pre-paid cards shall be based on the face value of the pre-paid cards purchased by the County. Revenue-share shall be due to the County in the traffic month the County placed the pre-paid card order and payable as described in this [Introduction, Section 7 – Fees, Commissions, and Reporting](#).
- 11) Contractor shall invoice the County the full amount of the pre-paid cards purchased within fifteen (15) days of receipt of the pre-paid cards.
- 12) 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. The final pre-paid card invoice shall include a credit for all unused pre-paid cards which have a full balance.
- 13) 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 herein.
- 14) On the fifth (5th) day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to the County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
- 15) Payments and reports for ITS are due to the County on or before the fifteen (15th) day of the month following the traffic month.
- 16) The County is requiring a Minimum Annual Guarantee (MAG). Contractor shall specify its proposed MAG in **Attachment 1, Section J (Rates, Fees & Revenue Share)** which must be submitted to the County as an attachment to **Appendix I - Pricing**.
- 17) Proposer may, at its own discretion, offer a supplemental payment amount in **Appendix I - Pricing** in addition to the revenue share offer in **Attachment 1, Section J (Rates, Fees & Revenue Share) using**.
- 18) Contractor shall provide monthly revenue share payments and traffic detail reports to the County via these methods:

7.A.18.1. The County requests that all payments be sent via wire transfer; and

- 7.A.18.2. The County requires that the traffic detail reports be sent electronically in Comma Separated Values (CSV) format.
- 19) Traffic detail reports shall include a detailed breakdown of all ITS activity, including but not limited to all collect, pre-paid, debit calls and voicemails for each inmate telephone at the Facilities:
- 7.A.19.1. Facility Name;
 - 7.A.19.2. Facility Identification Number;
 - 7.A.19.3. Facility Address (Street, City, State and Zip);
 - 7.A.19.4. Automatic Number Identifier;
 - 7.A.19.5. Inmate Telephone Station Port/Identifier;
 - 7.A.19.6. Inmate Telephone Location Name;
 - 7.A.19.7. Local Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - 7.A.19.8. Intralata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - 7.A.19.9. Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - 7.A.19.10. Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - 7.A.19.11. Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - 7.A.19.12. International Calls, Minutes Gross Revenue (Per Inmate Telephone);
 - 7.A.19.13. Number of Voicemails, Voicemail Minutes, Gross Revenue (Per Inmate Telephone);
 - 7.A.19.14. Revenue Share Rate (%);
 - 7.A.19.15. Total Calls, Voicemails, Minutes, Gross Revenue and Revenue Share Amount (Per Inmate Telephone); and
 - 7.A.19.16. Traffic Period and Dates.
- 20) Proposer shall include a sample Traffic Detail Report (showing all fields available, including those specified above and additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included will be considered Exceptions and must be listed in **Appendix E – Solicitation Exceptions**. The sample Traffic Detail Report shall be included in Proposer's proposal as outlined in **Attachment 1, Section B (Proposal Order)**. Proposer shall provide daily raw Call Detail Records (CDRs) and daily billing files to the County the next business day following the day of traffic. Billing files shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and content as those files prepared and submitted for billing to Proposer's billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include (without limitation) the following information:
- 7.A.20.1. Record Identifier;
 - 7.A.20.2. Facility Name;
 - 7.A.20.3. Facility Identification Number;
 - 7.A.20.4. From ANI;
 - 7.A.20.5. To ANI;
 - 7.A.20.6. Seconds;
 - 7.A.20.7. Date (yymmdd);
 - 7.A.20.8. Connect Time (hhmmss);
 - 7.A.20.9. Billable Time (hhmmss);
 - 7.A.20.10. Personal Identification Number Digits;
 - 7.A.20.11. Originating City;
 - 7.A.20.12. Originating State;
 - 7.A.20.13. Bill City;
 - 7.A.20.14. Bill State;
 - 7.A.20.15. Bill Number;
 - 7.A.20.16. Settlement Code;
 - 7.A.20.17. Charge Amount;
 - 7.A.20.18. Additional Fees and Line Surcharges;
 - 7.A.20.19. Rate Period; and
 - 7.A.20.20. Rate Class.
- 21) Proposer shall provide a sample billing file in EMI format (showing all fields available, including those specified above and any additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included will be considered Exceptions and must be listed in **Appendix E**

– **Solicitation Exceptions.** The sample billing file shall be included in Proposer's proposal as outlined in **Attachment 1, Section B (Proposal Order).**

- 22) The daily raw CDRs shall contain all calls (both attempted and completed), and inbound voicemail messages and voicemail retrievals, 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 is legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields:

- 7.A.22.1. Facility Name;
- 7.A.22.2. Facility Identification Number;
- 7.A.22.3. Agency Identification Number;
- 7.A.22.4. From ANI;
- 7.A.22.5. To ANI;
- 7.A.22.6. Batch Number / ID;
- 7.A.22.7. From City;
- 7.A.22.8. From State;
- 7.A.22.9. To City;
- 7.A.22.10. To State;
- 7.A.22.11. Station Port/Identifier;
- 7.A.22.12. Phone Name or Location;
- 7.A.22.13. Inmate Name;
- 7.A.22.14. Inmate Identification Number;
- 7.A.22.15. Personal Identification Number;
- 7.A.22.16. Pre-Paid Card Identification Number;
- 7.A.22.17. Revenue Period;
- 7.A.22.18. Call Start (yymmdd; mmss);
- 7.A.22.19. Call End (yymmdd; mmss);
- 7.A.22.20. Seconds;
- 7.A.22.21. Call Type (e.g. local, etc.);
- 7.A.22.22. Bill Type (e.g. free, collect, etc.);
- 7.A.22.23. Call Cost;
- 7.A.22.24. Tax;
- 7.A.22.25. Validation Result;
- 7.A.22.26. Termination Reason;
- 7.A.22.27. LIDB Status/Code; and
- 7.A.22.28. Completion/Accept Indicator.

- 23) Proposer shall provide a sample CDR (showing all raw fields available, including those specified above and additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included will be considered Exceptions and must be listed in **Appendix E – Solicitation Exceptions.** The sample CDR file shall be included in Proposer's response as outlined in **Attachment 1, Section B (Proposal Order).**

- 24) Proposer 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 this RFP and subsequent Agreement, 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 Proposer or a third party. The miscellaneous charges/fees report shall contain (without limitation) the following information:

- 7.A.24.1. Facility Identification Number;
- 7.A.24.2. Date;
- 7.A.24.3. Agency Identification Number;
- 7.A.24.4. To ANI;
- 7.A.24.5. Billed Account;
- 7.A.24.6. Transaction Type;
- 7.A.24.7. Bill Type
- 7.A.24.8. Fee Type;
- 7.A.24.9. Instance Type; and

- 7.A.24.10. Fee Amount.
- 25) Proposer shall provide a sample miscellaneous charges/fees report (showing all raw fields available, including those specified above and additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included will be considered Exceptions and must be listed in **Appendix E – Solicitation Exceptions**. The sample file shall be included in Proposer's response as outlined in **Attachment 1, Section B (Proposal Order)**.
- 26) Proposer shall provide the County with a daily pre-paid deposit report for investigative purposes. The daily pre-paid deposit report shall contain (to the extent the Contractor is legally allowed to provide the information) the following information:
- 7.A.26.1. Agency Identification Number;
 - 7.A.26.2. Payment Identification Number;
 - 7.A.26.3. Pre-paid Account Telephone Number;
 - 7.A.26.4. Payment Method;
 - 7.A.26.5. Payment Posted Date;
 - 7.A.26.6. Payment Venue;
 - 7.A.26.7. Deposit Amount;
 - 7.A.26.8. Last Six (6) Digits of the Card Number;
 - 7.A.26.9. Pre-paid Account Holder's Name; and
 - 7.A.26.10. Pre-paid Account Holder's Address, City, State, and Zip Code.
- 27) Revenue share payments, usage detail reports, or reports not containing the required fields, received by the County after the date specified above are subject to liquidated damages as specified in [Introduction, Section 9 - Liquidated Damages](#).

B. Tablet Reporting and Payments

- 1) 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 this RFP. Gross Revenue includes, by way of example and not limitation, all of the following: all per minute fees, application charges, equipment costs and any additional fees/charges generated by the accessibility of Tablets and all additional fees charged to the end-user or inmate and any other compensation received by Contractor. The County reserves the right to modify or add to the tablet reporting as needed at any time during the Agreement and at no cost to County.
- 2) Contractor shall absorb all costs of providing Tablets including the provision of support, maintenance, necessary hardware, software, bandwidth, wiring, infrastructure, fee collection and accounting.
- 3) Notwithstanding the foregoing, Gross Revenue does not include the following items:
 - 7.B.3.1. 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.
 - 7.B.3.2. A "Free" transaction or application shall be 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 the County. Only those transactions or applications designated by the County as free shall be marked as "Free" in the Tablet solution and designated as such in the Tablet detail records.
- 4) In the event Contractor receives any revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in the Gross Revenue and eligible for revenue share to the County.
- 5) 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 the County prior to implementation. The County and Contractor shall mutually agree on the method for revenue share due to the County associated with the additional charges/fees. The unapproved fees and/or charges are subject to liquidated damages as specified in [Introduction, Section 9 - Liquidated Damages](#).
- 6) Payments and reports for Tablets are due to the County on or before the fifteenth (15th) day of the month following the month of activity.
- 7) Contractor shall provide monthly Tablet detail reports/records in CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic

messages, photos, attachments, videos, media, application usage, for each Tablet. Tablet detail records shall include, at a minimum, each of the following items for each Tablet and each transaction or application type:

- 7.B.7.1. Facility Name;
 - 7.B.7.2. Facility Identification Number;
 - 7.B.7.3. Facility Address, Street, City, State, and Zip;
 - 7.B.7.4. Tablet Identifier;
 - 7.B.7.5. Number to Transactions for Each Transaction Type (Per Tablet);
 - 7.B.7.6. Minutes of Usage for Each Application Type (Per Tablet);
 - 7.B.7.7. Gross Revenue for Each Transaction / Application (Per Tablet);
 - 7.B.7.8. Revenue Share Rate (%);
 - 7.B.7.9. Total Revenue Share;
 - 7.B.7.10. Total Transactions/Applications, Minutes of Usage, Gross Revenue and Revenue Share; and
 - 7.B.7.11. Traffic Period and Dates.
- 8) Proposer shall provide a sample Tablet detail record (showing all raw fields available, including those specified above and additional fields) to demonstrate how Contractor shall meet the above requirements. Fields not included will be considered Exceptions and must be listed in **Appendix E – Solicitation Exceptions**. The sample Tablet detail record file shall be included in Proposer's response as outlined in **Attachment 1, Section B (Proposal Order)**.
- 9) Revenue share payments, usage detail reports, or reports not containing the required fields, received by the County after the date specified above are subject to liquidated damages as described in [Introduction, Section 9 - Liquidated Damages](#).

8. Rate Requirements

- A.** Proposer must agree to provide the required calling and tablet rates and all related fees specified in found in **Attachment 1, Section J (Rates, Fees & Revenue Share)** and must be in compliance with California laws and applicable regulations.
- B.** Before any new rate increases or decreases are implemented for any of the inmate communication services required in this RFP, Contractor must submit a written request to receive approval from the County. The County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from the County are subject to liquidated damages as described in [Introduction, Section 9 - Liquidated Damages](#).
- C.** In the event Contractor increases the usage rates for any of the inmate communication services required in this RFP without the prior written approved of the County, Contractor must issue refunds to all overcharged end-users, visitors or inmates within five (5) business days; a list of the issued credits must be provided to the County as documentation. The County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases. If Contractor is unable to issue refunds and/or provide the required documentation, Contractor shall issue a payment to the County as concession. The payment amount shall be in the amount of Contractor's portion of the Gross Revenue generated from the overbilled calls, voicemail messages, or Tablet transactions/applications.
- D.** Contractor will implement any rate adjustments for any and all inmate communication systems requested by the County within ten (10) calendar days of said request, subject to regulatory approval as applicable.
- E.** Contractor's ITS shall be capable of accommodating multiple calling rate structures to accommodate the types of inmates housed at the Facilities. The ITS shall be capable of assigning calling rates at the inmate, group of inmate telephones and Facility levels.
- F.** 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 Domestic International or Interstate. Calls to all other countries shall be rated as International. The calling rates for both Domestic International and International are specified in **Attachment 1, Section J (Rates, Fees & Revenue Share)**.
- G.** Contractor shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS. For calls where the duration is at least ten (10) seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the calling rates are applied.

- H.** During the call rating process, Contractor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

9. *Liquidated Damages*

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

Table 2 - Liquidated Damages

LIQUIDATED DAMAGES	
Description	Amount
<p>Unauthorized Charges/Fees Any charges/fees added to the end-user’s bill or account or paid by the end-user or inmate without the express written consent of the County.</p>	Three hundred fifty dollars (\$350.00) per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
<p>Unauthorized Free Calls/Transactions/Usage Unauthorized free calls, Tablet transactions, or Tablet usage completed by Contractor.</p>	Two dollars (\$2.00) per completed, unauthorized free call/transaction/occurrence of use.
<p>Reporting/Payments Revenue share payments, ITS traffic detail reports, CDRs, Tablet transaction reports and/or all other reports not containing the required fields, received by the County after the date specified in Introduction, Section 7 - Fees, Commissions and Reporting. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges/interest for all three shall apply. Revenue share payment discrepancies must be resolved by Contractor and to the County’s reasonable satisfaction, within thirty (30) days of receipt of notification of a discrepancy from the County and/or its Designated Agent or such discrepancy is subject to late charges, as described and/or termination of this Agreement at the sole discretion of the County and/or any legal course of action the County elects to pursue.</p>	<p>Five percent (5%) per month of the revenue share amount due.</p> <p>Seven hundred fifty dollars (\$750.00) per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in Introduction, Section 7 - Fees, Commissions and Reporting.</p> <p>One hundred dollars (\$100.00) per day for any daily CDR reports not submitted by Contractor, for each day where the CDR report does not contain all of the fields and information identified in Introduction, Section 7 - Fees, Commissions and Reporting.</p>
<p>Unauthorized Rate Changes Any changes to the rates without the express written approval of the County. Contractor must issue refunds to all overcharged end-users or inmates within five (5) business days; a list of the issued credits must be provided to the County as documentation. The County will not issue a refund of revenue share for unapproved rate increases.</p>	Two dollars (\$2.00) per completed call or Tablet transaction which was rated/charged using the unauthorized rates(s).
<p>Unauthorized Changes Any bill types, transactions or applications implemented or removed without the express written consent of the County.</p>	Five hundred dollars (\$500.00) per day for each day the bill type, transaction or application is implemented or removed.
<p>Installation Days Due to Contractor’s action(s), if any installation (initial or additionally requested) inmate communications equipment or user applications is not completed within the timeframe allowed in the agreed-upon implementation plan or this Agreement.</p>	Five hundred dollars (\$500.00) per day for each day the after the agreed-upon date until the installation is complete.

<p>Cure Period Contractor shall be responsible for resolving any reported repairs or replacements within ten (10) days following the date of notification of a service request or inmate communication service failure (“Cure Period”). Should Contractor fail to resolve the reported repair, service issue, or replacement within the specified Cure Period, Contractor may be liable for liquidated damages.</p>	<p>Five hundred dollars (\$500.00) for each day after the Cure Period and for each reported repair, service issue, or replacement that the Contractor fails to resolve, until each reported repair or replacement is resolved by Contractor.</p>
<p>Lost/Unusable Call Recordings When the County suffers one or more lost, unrecoverable or un-useable recording(s). The County agrees to notify Contractor of such instances and provide up to seven (7) days per instance for Contractor to produce the call recordings. The Contractor shall be notified of the total amount due via written notice from the County. The County will invoice the Contractor and payment shall be due within thirty (30) days of the Contractor’s receipt of invoice.</p>	<p>One thousand dollars (\$1,000.00) per occurrence.</p>
<p>Upgrades and Performance Process Contractor shall adhere to the County’s performance process when upgrading each inmate communications service, software, equipment, or performing any changes to the inmate communications which affect the scope under this Agreement. Any deviation from the process may result in liquidated damages incurred by Contractor.</p>	<p>Five hundred dollars (\$500.00) per occurrence.</p>
<p>System Breach: Contractor’s Tablets shall not allow inmate-to-inmate communication, access to an open internet connection or access to unapproved Tablet application(s) or content. In the event the County identifies a security risk with Contractor’s network configuration, Contractor shall work with the County to remedy such security risk to the County’s reasonable satisfaction. Contractor shall respond to any system breach or violation reported by the County within 4 hours. Should Contractor fail to respond to a reported system breach or violation within the 4-hour period, Contractor may be liable for liquidated damages.</p>	<p>One thousand five hundred dollars (\$1,500.00) per hour for each hour past the 4-hour notification window until the reported system breach or violation is resolved by Contractor. In the event of said system breach or violation, the County may elect to suspend Tablet services until the reported or identified issues are resolved.</p>

10. Licenses, Permits and Taxes

- A. It is expressly understood that the County is not responsible in any way, manner, or form for any of Contractor’s costs, including but not limited to, taxes (including sales tax), shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to any and all Contractor’s services. Contractor agrees that it is entirely responsible for calculating, collecting, and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to inmates including, but not limited to any and all ITS services such as collect, debit, pre-paid and any other calls inclusive of debit calling taxes, and for any other Contractor provided services subject to sales tax in the State of California.
- B. Contractor shall be responsible for all costs associated with obtaining all licenses, permits, and taxes required to operate in the State of California. Also, proposal shall comply with all Federal, State, and local codes, laws, ordinances, regulations, and other requirements at no cost to the County.
- C. Contractor agrees that it is entirely responsible for calculating, collecting, and remitting all fees and taxes (including sales tax where applicable) on all services and items provided to the inmates.

11. Independent Contractor

- A. The parties acknowledge that Proposer is an independent contractor. Nothing in this RFP is intended nor shall be construed to create an agency relationship, an employer/employee relationship or a joint venture relationship among the parties.

12. Surety Bonds

- A. The successful Contractor must furnish a Performance Bond (guarantying contract performance) in the form of a bond issued by a Surety Company authorized to do business in the State of California, a Cashier's Check, or Irrevocable Letter of Credit payable to the County within ten (10) calendar days after award of the Agreement and prior to any installation work or equipment delivery. The Performance Bond must be made payable to the County in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) and will be retained during the full period of the Agreement and/or renewal terms. No personal or company checks are acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Performance Bond. In the event that the County exercises its option to extend the Agreement for an additional period, the Contractor shall be required to maintain the validity and enforcement of the Performance Bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the Agreement renewal.
- B. A Payment Bond (guarantying payment of sub-contractors, payment of wages and of bills contracted for materials, supplies or equipment used in the performance of the Agreement) will also be required upon Agreement award in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) in the form of a bond issued by a Surety Company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570, a Cashier's Check, or Irrevocable Letter of Credit payable to the County within ten (10) calendar days in the event of a breach of contract.

13. Discrepancy

- A. Should there be a discrepancy in the responses provided by Proposer to this RFP and the resulting Agreement, the terms and conditions contained in the Agreement and its amendments will prevail over the RFP and the RFP and its addendums will prevail over the Proposer's response.

14. Additional Requirements and Specifications

- A. Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and any applicable California State laws, to the employees and all subcontractors to ensure the Facilities maintain a drug free workplace. The County reserves the right to review drug testing results of Contractor's staff assigned to work at the Facilities. The County may require, at Contractor's expense, drug testing of Contractor's staff if no drug testing records exist or if such test results are older than six (6) months.
- B. Contractor does not, and shall not during the performance of activities outlined in this RFP knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

15. Indemnification

- A. To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, including with counsel reasonably acceptable to County, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either party hereto, and recovery of monetary losses incurred by the indemnified party directly attributable to the performance of the indemnifying party, arising out of, pertaining to, or relating to the alleged or actual error or omission, negligence, recklessness, willful misconduct, infringement of intellectual property rights, breach of trust, breach of confidentiality, unauthorized use or disclosure of data, breach of statutory or regulatory law, or other breach of its duties under this Agreement by

CONTRACTOR, its employees, CONTRACTOR's subconsultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law, excepting only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. CONTRACTOR shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

- B. The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to County. Both parties agree to cooperate in the defense of a Claim.
- C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's sub-consultants or subcontractors at any tier.
- D. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

16. Insurance

- A. Without limiting Contractor's indemnification, Contractor shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in **Appendix G - Insurance Requirements for Contractors**. It is the responsibility of Contractor to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in **Appendix G - Insurance Requirements for Contractors**. It is understood and agreed that the County shall not pay any sum to Contractor under the Agreement unless and until Contractor is satisfied that all insurance required by the Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

DETAILED REQUIREMENTS

1. CORE TECHNOLOGIES – INMATE COMMUNICATION SERVICES

1.1. Equipment and Installation Requirements

- 1.1.1. Mandatory Equipment and Installation requirements applicable to all systems are outlined in **Attachment 1, Section F (General Installation Requirements)**.
- 1.1.2. Proposer shall submit a preliminary implementation plan which shall include a proposed installation schedule for the Facilities for ITS and Tablets.
- 1.1.3. Proposer shall indicate any environmental conditions required for the proposed ITS and Tablets. Include minimum and maximum operating temperatures and humidity levels.
- 1.1.4. Proposer shall indicate the number of hours of back-up power that the provided UPS components supply to the ITS and Tablets.
- 1.1.5. Proposer shall indicate whether Proposer requires any changes to the County’s communications room at the Facilities.
- 1.1.6. **ITS**
 - 1.1.6.1. Specific mandatory ITS Equipment and Installation requirements are outlined in **Attachment 1, Section G (ITS Requirements)**.
 - 1.1.6.2. Proposer shall supply details of proposed ITS which shall include, but not be limited to: system version (if Proposer uses multiple ITS versions and/or releases), system design, technical specifications, software applications, hardware architecture and networking capabilities.
 - 1.1.6.3. Proposer shall include a diagram demonstrating the proposed ITS solution.
 - 1.1.6.4. Proposer must indicate the physical size of the ITS equipment to be installed at the Facilities including information on height, depth, width, weight, abuse tolerances and any limitations.
 - 1.1.6.5. Proposer shall include a description, as well as images, of the inmate and visitation telephone sets, Telephone Devices for the Deaf (TDD), Video Relay Service (VRS) equipment options, Virtual Remote Interpreting (VRI) equipment options, wall-mounted hands-free telephones, and cart/portable sets proposed for installation at the Facilities.
 - 1.1.6.6. **Application Programming Interface (API)**
 - 1.1.6.6.1. County requires that Proposer provide an Application Programming Interface (API) to be made available to the County to query and consume data from the ITS.
 - 1.1.6.6.2. The API should be REST in JSON format.
 - 1.1.6.6.3. The API shall have the capability to query both inmate communications data and available billing information for the called-party/dialed number.
- 1.1.7. **Tablets**
 - 1.1.7.1. Mandatory Tablet Equipment and System requirements are outlined in **Attachment 1, Section H (Tablet Requirements)**.
 - 1.1.7.2. Proposer shall describe in detail its proposed Tablet solution, including security features for the corrections industry, tablet size and weight, screen size and resolution, storage and memory capacity, buttons/functions, battery specifications, playback hours per charge, and charging options.
 - 1.1.7.3. Proposer shall include a diagram demonstrating the Tablet solution.
 - 1.1.7.4. Proposer shall include a list of accessories (keyboard, earbuds, etc.), if any, that are available for use with the proposed Tablets to be sold via commissary at the County’s discretion. Include a brief description and the cost associated with each Tablet accessory.
 - 1.1.7.5. Proposer shall specify if the speakers on the Tablets can be disabled/enabled at the County’s discretion.
 - 1.1.7.6. Proposer shall specify if clear, see-through earbuds are provided with the Tablets.
 - 1.1.7.7. Proposer shall specify the type of case provided with the Tablets.

- 1.1.7.8. Proposer shall indicate how Tablets work for hearing impaired inmates, including the capability to enable closed captioning and/or subtitles on the Tablets and tablet applications.
- 1.1.7.9. Proposer shall provide a detailed description, as well as images, of the Tablets and tablet charge carts, proposed for installation at the Facilities.

1.2. Technology Features and User Applications

1.2.1. ITS

- 1.2.1.1. Mandatory ITS and User Application Specifications are outlined in **Attachment 1, Section G (ITS Requirements)**.
- 1.2.1.2. Proposer's ITS must include voice biometrics technology as an integrated feature of the ITS and must include analytical tools and reporting.
 - 1.2.1.2.1. Proposer must provide an overview of the technology, detail the enrollment process and indicate whether the technology performs an initial verification and continuous verification of the inmate's voice.
 - 1.2.1.2.2. Proposer shall provide information on how users access the voice biometric tools, reporting options, call alerts, and inmate voice settings via the ITS, including where the inmate's voice enrollment information is stored in the ITS and available options for managing enrollment including the capability to reset all or a portion of the inmate's voice print.
- 1.2.1.3. Proposer shall provide information on how the proposed ITS is capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing.
- 1.2.1.4. Proposer shall provide a script of the call acceptance information provided to the called party.
- 1.2.1.5. Proposer shall indicate the number of times the ITS plays the call acceptance information to the called party and whether the called party may interrupt the prompts by selecting a digit on the keypad.
- 1.2.1.6. The ITS shall process calls on a selective multilingual basis using English and Spanish. Proposer shall indicate whether the called party (in addition to the inmate) will be able to select the preferred language for call prompts.
- 1.2.1.7. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. Proposer shall provide a list of the available recordings as well as a complete description of each.
- 1.2.1.8. Proposer shall specify if the number of free calls is assigned globally or if the number of free calls can be assigned to the inmate.
- 1.2.1.9. Proposer shall provide information on any security configurations available within the ITS to prevent fraud relative to automated phone trees (e.g. inmates pressing digits and getting to a live operator).
- 1.2.1.10. Proposer must specify how international collect calls are processed and completed through the proposed ITS.
- 1.2.1.11. Proposer shall provide detailed information on the frequency Proposer performs remote diagnostics and troubleshooting processes which shall include failure reports, alarms, service history and other steps taken to document and remedy any issues.
- 1.2.1.12. Proposer shall detail how the proposed ITS is capable of providing an informant line internal to the ITS (without the use of a specific destination number), as further specified in **Attachment 1, Section G (ITS Requirements)**.
- 1.2.1.13. Proposer must indicate how the TDD works with the proposed ITS.
 - 1.2.1.13.1. Proposer shall specify how TDD calls can be recorded and monitored via the ITS.
 - 1.2.1.13.2. Proposer shall describe how TDD calls are billed (if applicable).
 - 1.2.1.13.3. Proposer shall detail how call controls configured in the ITS are preserved for calls placed using the TDD (e.g. blocked telephone numbers).
- 1.2.1.14. Proposer shall provide details relative to the proposed VRS solution for the Facilities.

- 1.2.1.14.1. Proposer shall indicate whether VRS calls/sessions can be recorded and monitored, and if recordings can be accessed via the ITS.
- 1.2.1.14.2. Proposer shall indicate whether VRS is provided via stand-alone equipment and/or via an application or interface on the proposed Tablets.
- 1.2.1.14.3. Proposer shall detail how controls configured in the ITS are preserved for calls/sessions placed using the VRS (e.g. branding, blocked telephone numbers).
- 1.2.1.15. County requires Contractor to provide, without cost to the County, Video Remote Interpreting (VRI) services at the Rio Cosumnes Correctional Center (RCCC) to allow deaf and hard of hearing inmates to communicate with a hearing person at the facility via videoconferencing. The VRI solution must provide remote access to an American Sign Language (ASL) interpreter on-demand and available to inmates to connect to an interpreter 24/7/365. Proposer shall provide an overview of the proposed VRI solution.
 - 1.2.1.15.1. Proposer shall provide details on how inmates will access VRI service, including an overview of the VRI user application or platform and what inmate information is captured, stored and accessible via the VRI user application.
 - 1.2.1.15.2. Proposer shall list and provide a detailed description of all reports that are available via the VRI user application.
 - 1.2.1.15.3. Proposer shall list all available languages for VRI.
 - 1.2.1.15.4. Proposer shall indicate average connection time(s) and if reconnection to the same interpreter is available.
 - 1.2.1.15.5. Proposer shall indicate whether VRI calls/sessions can be recorded and how recordings are accessed for playback.
 - 1.2.1.15.6. Proposer shall indicate the equipment options that are available for VRI and/or if VRI is available via an application or interface on the proposed Tablet equipment.
 - 1.2.1.15.7. Proposer shall detail any rates, fees or other costs associated with the proposed VRI service.
- 1.2.1.16. Inbound, automated voicemail via the ITS is required under the RFP. Proposer shall provide an overview of this technology specifying whether the technology accommodates outbound voicemails in addition to inbound.
 - 1.2.1.16.1. Describe all security features for voicemail messaging and how the voicemail services preserve the call controls configured in the ITS.
 - 1.2.1.16.2. Confirm the ITS is capable of recording and storing all messages.
 - 1.2.1.16.3. Proposer must provide 2 references of facilities where this feature has been implemented for at least 6 months.

1.2.2. **Tablets**

- 1.2.2.1. Mandatory Tablet features, functionalities, and user applications are found in **Attachment 1, Section H (Tablet Requirements)**.
- 1.2.2.2. Proposer shall detail any unique or distinctive features regarding the proposed Tablets, including all available options for inmates to access the Tablets (e.g. assigned model compared to a shared model).
- 1.2.2.3. Proposer shall indicate whether it suggests an alternative number of Tablets to the quantity specified in **Attachment 1, Section I (Facility Specifications)**.
- 1.2.2.4. Proposer shall describe its capability to deliver a comprehensive inmate education solution on the Tablets including all available courses.
 - 1.2.2.4.1. Proposer shall describe the education learning management system proposed for the Tablets.
 - 1.2.2.4.2. Proposer shall identify the education platform and the capability to support college courses, high school equivalency courses, GED preparation and testing, personal development content (i.e. life skills, job readiness, computer skills, financial literacy, etc.), mental health and substance abuse recovery/treatment programs, as well as, the capability to host the County's current education programs or materials and how this will be achieved via the Tablet education platform.

- 1.2.2.4.3. Proposer shall detail any educational videos provided.
- 1.2.2.5. Proposer shall describe how data associated with usage on the Tablets is stored.
- 1.2.2.6. Proposer shall specify if the Tablets become the property of the inmates at the time of release.
- 1.2.2.7. Proposer shall indicate if its Tablet user application has the capability of live monitoring.
- 1.2.2.8. Proposer shall provide a list and complete description of all available reports in the Tablets user application.
- 1.2.2.9. Proposer shall detail its ability to interface in real-time with the County's JMS or other County technologies for inmate handbook uploads, inmate requests, medical requests, grievances and commissary ordering through the Tablets allowing the use of the JMS' existing forms and applications in lieu of Proposer-created, standalone forms on the Tablets.

1.3. Security Features

1.3.1. ITS

- 1.3.1.1. Mandatory ITS Security Features requirements are outlined in **Attachment 1, Section G (ITS Requirements)**.
- 1.3.1.2. Proposer shall provide a detailed explanation of the information displayed on the called party's caller ID each time a call from the Facilities is placed (e.g. unknown number, Contractor's customer service number, dummy ANI).
- 1.3.1.3. Relative to Contractor's fraud prevention feature, provide a list of the available pre-recorded announcements. Proposer shall describe its process for adjusting the duration of the call or excluding the pre-recorded announcements from the cost of a call.
- 1.3.1.4. Specify the method used by Contractor to detect three-way calls, specifically if the called party is utilizing a cell phone to place the three-way call.
 - 1.3.1.4.1. Upon detection of a three-way call, indicate whether the ITS is capable of playing a message to the inmate and/or the called party prior to terminating the call.
- 1.3.1.5. **Cybersecurity & Cyber Security Testing**
 - 1.3.1.5.1. Penetration Testing (Pen Testing): The County will require, upon request, that Proposer allow a certified third-party pen-testing professional access to test the ITS system. Upon request, this Pen Testing shall be completed within 60 days.
 - 1.3.1.5.2. Two Factor: If the application is accessible outside of the Sheriff's Department network, the ITS must utilize an advanced authentication method.
 - 1.3.1.5.3. Log Files: The County requires a daily export of user log files to minimally include: user name, connection IP address, date, time, and number queried.
 - 1.3.1.5.4. The County requires the ability to restrict access from known IP Address ranges.
 - 1.3.1.5.5. The County requires Administrative Audit logging to include changes made by any system administrators.

1.3.2. Tablets

- 1.3.2.1. Proposer shall specify the modifications to the physical device as well as the operating system which ensure Tablet security suitable for use in a correctional environment.
- 1.3.2.2. Proposer shall specify how mobile device management is handled.
- 1.3.2.3. Proposer shall detail its network configuration and installation approach, including details surrounding wireless components and security features to ensure inmates cannot access Contractor's network or an external wireless network.
- 1.3.2.4. Describe the security features of the Tablets including all applications provided via the Tablets (i.e. electronic messaging application).
- 1.3.2.5. Proposer shall provide information on the default configuration regarding inmate login to log-out time limits in the case of a shared Tablet model. Provide information regarding how individual inmate data and processes are treated by the Tablet application among multiple inmate logins to prevent sharing of data and message passing.

1.4. Monitoring, Recording and Data Requirements

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

1.4.2. ITS

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

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

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

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

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

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

1.5. Additional Technology

1.5.1. The County is interested in additional technology products that can be provided as part of the proposal offering for this RFP. The County may, at its sole option, elect to implement any proposed additional technologies throughout the life of the Agreement. If Proposer is interested in providing information for additional technology products it should supply information on the following items:

1.5.2. Mail processing solution (offsite only): Proposer shall provide an overview of its offsite postal mail screening and electronic processing service and provide a detailed description of the proposed technology which shall include, but not be limited to:

1.5.2.1.1. Methods available for scanned copies of physical mail to be delivered to and viewed by inmates at the Facilities.

1.5.2.1.2. Detail any investigative tools or features that are included with this technology.

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

1.5.2.1.4. Proposer must provide two (2) references of facilities where this technology has been implemented for at least six (6) months. References should include the facility name and size, contact name, contact number, and contact email.

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

1.5.3.1. Detail any fees or charges associated with this technology; and

1.5.3.2. Proposer must provide two (2) references of facilities where this feature has been implemented for at least six (6) months.

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

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

1.5.4.2. Proposer must provide two (2) references of facilities where this feature has been implemented for at least six (6) months.

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

1.5.5.1. Proposer must provide two (2) references of facilities where this feature has been implemented for at least six (6) months.

- 1.5.6. Touch screen payment kiosk (no cost to the County): Proposer shall describe the kiosk services including, but not be limited to, deposits into an inmate trust, commissary, pre-paid collect or debit account.
 - 1.5.6.1. Detail all fees or surcharges applicable to end users utilizing such kiosks.
 - 1.5.6.2. Indicate method of revenue-share with the County.
 - 1.5.6.3. Proposer must provide two (2) references of facilities where this feature has been implemented for at least six (6) months.
- 1.5.7. Cell phone detection (no cost to the County): Proposer must provide an overview of both mobile and stationary cell phone detection technology.
 - 1.5.7.1. Proposer must provide two (2) references of facilities where this feature has been implemented for at least six (6) months.
- 1.5.8. Any additional technology or optional features: Provide a description of any additional technology that may be of interest to the County (e.g. jail management system, RFID technology). Provide detailed information on each application, production and the functionalities of each as well as a complete description of the features proposed.
 - 1.5.8.1. Detail any cost associated and/or commission with the additional technology or optional features offered/proposed.
 - 1.5.8.2. Proposer must provide two (2) references of facilities where this feature has been implemented for at least six (6) months.

2. FINANCIAL TRANSPARENCY

2.1. Proposer Information

- 2.1.1. In addition to the requested information in **Appendix J – Risk Assessment Questionnaire**, Proposer shall supply the following information in its proposal to evidence the Contractor’s experience in delivering services similar to those required by this RFP:
 - 2.1.1.1. Documentation that Contractor is registered to do business in the state of California.
 - 2.1.1.2. Documentation that all necessary requirements of the Federal Communications Commission (FCC) for the ITS are met.
 - 2.1.1.3. A copy of Contractor’s California money transmitter license or documentation showing that Contractor is licensed to transmit money in the state of California.
 - 2.1.1.4. A copy of its telecommunications service tariff, for the ITS, for the state of California.
 - 2.1.1.5. Contractor’s current annual report and its two (2) most recent Dun and Bradstreet or similar reports.
 - 2.1.1.6. If Contractor has operated under a different name, or affiliate, in the past three (3) years, provide names, dates, addresses and state where incorporated.
 - 2.1.1.7. If Contractor has participated in an acquisition or merger in the last six (6) months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations.
 - 2.1.1.8. A synopsis of any and all inmate telephone RFP, inmate Tablet or contract related protests in within the last three (3) years. Include location and outcome of the protest.
 - 2.1.1.8.1. A response indicating this information is confidential and/or proprietary will be considered an Exception and must be listed in **Appendix E – Solicitation Exceptions**.
 - 2.1.1.9. A synopsis of any and all litigation(s) within the last five (5) years where Contractor or Contractor’s ITS, VVS or Tablets are a party. Include venue, style of case and status of litigation.

2.2. Validation

2.2.1. ITS

- 2.2.1.1. Proposer shall indicate if it offers traditional collect calling. If so, Proposer shall describe its call validation methods, indicating if real-time.
 - 2.2.1.1.1. Identify all other methods used for call validation.
 - 2.2.1.1.2. Proposer shall subscribe to the Local Exchange Carrier (LEC) Line Information Data Base (LIDB). Proposer shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening (BNS). Proposer must assume all responsibility for the cost and accuracy of validation.
 - 2.2.1.1.3. If applicable, specify the process for unblocking a phone number that is restricted for non-payment or exceeding a daily/weekly/monthly collect calling limit (“Collect Call Threshold”).
 - 2.2.1.1.4. Proposer shall describe its capability to accommodate a monthly minimum Collect Call Threshold specified by the County.
 - 2.2.1.1.5. Include the timeframe for removing a restriction once payment is received by the (LEC).

2.2.2. Tablets

- 2.2.2.1. Specify Proposer’s process for capturing any orders for the transactions, media or activity associated with the applications, services and content offered through the Tablets.
- 2.2.2.2. Detail Proposer’s process for validating the inmate’s available balance at the time of purchase request.
- 2.2.2.3. Specify Proposer’s process for capturing any orders for subscription content.
- 2.2.2.4. Describe infrastructure fees for Tablets, including specifics of what charges are included. If different applications have different infrastructure fees, please explain the reason for the difference.

2.3. Available Options

2.3.1. ITS - Calling Options

- 2.3.1.1. If available, Proposer shall describe the collect calling option of the ITS and include the following:
 - 2.3.1.1.1. Proposer shall specify the name and phone number of the billing company used to bill collect calls on its behalf.
 - 2.3.1.1.2. Describe the process for collecting, rating, sorting, distributing and billing of collect calls.
 - 2.3.1.1.3. Provide a diagram demonstrating the collect calling process.
 - 2.3.1.1.4. Specify how taxes and required fees are applied to the total cost of a collect call in preparation for billing.
 - 2.3.1.1.5. Describe any and all additional fees (including those from third parties) which are charged to the end user’s telephone bill (e.g. monthly billing fee, carrier administrative fee, and cost recovery fee).
- 2.3.1.2. Proposer must specify its process for maximizing call completion especially for calls that would otherwise be blocked because of Competitive Local Exchange Carriers (CLEC), cell phones and other unbillable issues. Proposer shall also identify the average percentage of calls that fail validation because of CLEC, cell phones and unbillable issues.
 - 2.3.1.2.1. If applicable, Proposer shall specify the duration of and the frequency between each complimentary call to a unique telephone number.
- 2.3.1.3. Proposer shall provide a complete description of each additional calling option (i.e. pre-paid collect, debit, etc.) and provide a diagram demonstrating each.
 - 2.3.1.3.1. Relative to pre-paid collect, specify the timeframe for a pre-paid account to become dormant/expire. If applicable, Proposer shall state whether the timeframe is configurable.

- 2.3.1.3.1.1. Describe the refund process including how a refund should be requested and the timeframe associated with processing a refund.
- 2.3.1.3.2. Specify the minimum amount required on a pre-paid collect account to complete a call.
- 2.3.1.3.3. Describe in detail what happens when an inmate attempts a call to a pre-paid collect account that has insufficient funds.
- 2.3.1.4. Relative to pre-paid cards, specify the process for allowing access to unused funds once an inmate is released.
 - 2.3.1.4.1. Relative to debit accounts, describe the process for accommodating real-time refunds.
 - 2.3.1.4.2. Describe billing options available to professional called parties such as attorneys and bail bondsmen in the event they cannot receive collect calls.

2.3.2. **Tablets – Available Applications**

- 2.3.2.1. Mandatory Tablet applications and electronic messaging requirements are found in **Attachment 1, Section H (Tablet Requirements)**.
- 2.3.2.2. Proposer shall provide a list of all applications, features and functionalities available on Tablets at no cost to the inmates (e.g. PDF viewer, inmate requests, medical requests, grievances, commissary ordering).
- 2.3.2.3. Proposer shall provide a list and complete description of all applications, features and functionalities available on Tablets for use and/or purchase by the inmates or end-users. (e.g. electronic messaging, entertainment, media).
- 2.3.2.4. Proposer shall provide an overview of electronic messaging technology via the Tablets and indicate whether the technology accommodates outbound electronic messages in addition to inbound.
 - 2.3.2.4.1. Describe any required interfaces.
 - 2.3.2.4.2. Detail the charge per electronic message and method of revenue-share with the County in **Attachment 1, Section J (Rates, Fees & Revenue Share)**.

2.4. **End-User Payment Options**

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

2.5. **Proposer References**

- 2.5.1. In addition to the requested information in **Appendix H – Customer References**, Proposer shall supply the following information:
- 2.5.2. Provide a list of agreements not renewed, lost or prematurely cancelled in the last five (5) years.
 - 2.5.2.1. If applicable, include the reason for non-renewal and/or cancellation(s) of the agreement(s). A response indicating this information is confidential and/or proprietary will be considered an Exception and must be listed in **Appendix E – Solicitation Exceptions**.
- 2.5.3. Provide a list of clients/agencies who have notified Proposer of unauthorized fees/charges, overbillings or revenue share owed within the last three (3) years and the status of resolution of those claims.
 - 2.5.3.1. A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception and must be listed in **Appendix E – Solicitation Exceptions**.

3. SERVICE

3.1. Disaster Recovery Plan

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

3.2. Proposer Personnel

- 3.2.1. Proposer shall provide the names of Proposer’s employees, consultants, and subcontractors that will be involved in providing the requirements in this RFP and the Agreement using format of the **Table 3 - Proposer Personnel** below. Proposer may add additional rows to the table as necessary.

Table 3 - Proposer Personnel

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

- 3.2.2. Proposer shall supply resumes for all employees, consultants and subcontractors that will be working under the terms of this RFP and Agreement. There is no limit on the number of resumes that the Proposer may submit and shall be included in Proposer’s proposal as indicated in **Attachment 1, Section B (Proposal Order)**. All resumes shall be no more than two (2) pages and include the following information.
 - 3.2.2.1. Each shall contain the name, position, qualifications, certifications, years of experience, and educational background information.
 - 3.2.2.2. The amount of time that the individual will devote to work related to the requirements outlined in this RFP. Indicate clearly whether the given response is being expressed in hours per month or a percentage of time per month.
 - 3.2.2.3. Two related, past performance references for projects of comparable size and complexity where the team member has performed duties similar to the ones outlined in this RFP.
 - 3.2.2.4. Proposer must include a contact name, number and email address of someone who has knowledge of the team member’s work for that project.
 - 3.2.2.5. Work experience for no more than the last ten (10) years. List relevant current/recent work experience, employers, dates and duties in reverse chronological order.
- 3.2.3. Proposer shall provide information regarding maintenance personnel for the ITS and Tablets using the format provided in **Table 4 – Proposer Technicians** below.
 - 3.2.3.1. Indicate the number of technicians directly employed by Proposer as well as the number of technicians which will be subcontracted for service at the Facilities.
 - 3.2.3.2. Indicate the names, company, primary physical work location, telephone numbers, and proximity to the Facilities for the technicians who will be maintaining, servicing and performing work under the Agreement.

Table 4 – Proposer Technicians

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

- 3.2.4. Proposer shall disclose, with percentages clearly shown, the specific work tasks for the Facilities that will be subcontracted and the specific work tasks that will be performed by Proposer employees.
- 3.2.5. Proposer shall provide a statement as to whether the Contractor or any of the Contractor’s employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any felony; and if so, an explanation providing relevant details.

3.3. Customer Service

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

3.4. Maintenance

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

3.5. Dedicated Technician

- 3.5.1. Proposer shall provide the County with a dedicated technician (“dedicated technician”) at no cost to the County. The specific duties and responsibilities of the dedicated technician are outlined in **Attachment 1, Section E (Customer Service)**.

KEY EVENTS

Schedule of Events

The following Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 9:00 a.m. and 5:00 p.m., local Pacific Time:

Table 5 – Schedule of Events

Event/Action	Date(s)
RFP Release Date	6/8/2020
Deadline for Site Evaluation Registration Forms	6/15/2020
Site Evaluation – Part 1: Main Jail, RCCC	7/7/2020
Site Evaluation – Part 2: YDF	7/8/2020
Deadline for Submitting Written Questions	7/15/2020
Dissemination of Answers to Questions	7/29/2020
Deadline for Proposals	8/12/2020
Onsite Interview Finalists (If Necessary)	TBD

PROPOSER'S INSTRUCTIONS

General Format:

- A. Proposer's response should follow the directions found in this section of the RFP in the preparation and submission of responses. The proposal shall follow the order specified in **Attachment 1, Section B (Proposal Order)**.
- B. The RFP is inclusive of the following documents:
- 1) **Main RFP Document**

This Main RFP document provides instructions for the RFP process. The Main RFP document also includes several sections and numbered items where Proposer must provide additional information or documentation. The original text from each section and numbered requirement of the Main RFP document shall be included in the proposal and immediately followed by a complete response provided by the Proposer. Proposer shall provide specific, concise responses that fully address the question/information requested in that section. Include only those exhibits and/or images that are clearly relevant to the specific section and numbered item. Specifically for all of the requirements and numbered conditions in sections **Introduction** and **Detailed Requirements** of the Main RFP, Proposer shall follow the additional steps below:

 - a) If Proposer is in full compliance with the RFP section or requirement number, Proposer's response shall be, "Read and Agree." Otherwise, Proposer's response shall be, "Read and Do Not Agree" which will be considered an exception ("Exception").
 - b) All Exceptions to this RFP, where Proposer's response is "Read and Do Not Agree" must be addressed in the **Appendix E - Solicitation Exceptions**.
 - 2) **Attachment 1 – Mandatory Requirements**

Attachment 1, Sections B through L include mandatory specifications which must be met for Proposer to be considered. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. Items answered with "Read and Do Not Agree" require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer intends to meet the County's needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in **Appendix E – Solicitation**

Exceptions. Proposer comments will be evaluated in accordance with **Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).**

1. Section A - Proposer Instructions
2. Section B - Proposal Order
3. Section C - Evaluation and Selection
4. Section C.1 - Evaluation Criteria
5. Section D - User Billing and Payments
6. Section E - Customer Service
7. Section F - General Installation Requirements
8. Section G - ITS Requirements
9. Section H -Tablet Requirements
10. Section I - Facility Specifications
11. Section J - Rates, Fees and Revenue Share
12. Section K - Receipt of Addenda
13. Section L - Site Evaluation Registration Form

3) Appendices

A list of the RFP appendices and the document type for each are shown in **Table 6 – Appendices** below. Appendices include mandatory requirements which must be met for Proposer to be considered. Proposer shall indicate whether Proposer is in compliance with the requirements, as written, in the RFP appendices to be submitted with Proposer’s response to the RFP. Proposers shall follow these additional instructions for submitting its response to the appendices based on the document Type:

- a) For “Informational” appendices, Proposer shall specify “Read and Agree” or “Read and Do Not Agree” in the PROPOSER RESPONSE space in **Table 6 – Appendices**. Appendices answered with “Read and Do Not Agree” will be considered an Exception and must be listed in **Appendix E – Solicitation Exceptions**.
- b) For “Form” appendices, Proposer shall fill out the required fields and include the signature of an authorized representative of the Proposer's organization in the appendix to be submitted with Proposer’s response to the RFP. Any appendix forms that are not submitted, include incomplete/blank fields, and/or are not signed by an authorized representative of the Proposer's organization will be considered Exceptions and must be listed in **Appendix E – Solicitation Exceptions**.

Table 6 – Appendices

Appendix	Type	Proposer Response
A – Sacramento County General Terms & Conditions	Informational	
B – Sheriff Revenue Agreement	Informational	
C – DCSS Contractor Certification of Compliance	Form	
D – Environmental Purchasing Policy	Informational	
E – Solicitation Exceptions	Form	
F – Non Collusion Affidavit	Form	
G – Insurance Requirements for Contractors	Informational	
H – Customer References	Form	
I – Pricing	Form	
J – Risk Assessment Questionnaire	Form	
K – Web Accessibility Policy	Informational	
L – Prevailing Wages	Informational	

C. Proposer shall submit its financial offering for all inmate communications services (ITS, Tablets, optional/additional technologies) using **Attachment 1, Section J (Rates, Fees, and Revenue Share)** which must be submitted to the County as an attachment to **Appendix I - Pricing**. Both documents (Appendix I and Section J) shall be signed by an authorized representative of the Proposer's organization. Proposer, at its own discretion may offer a supplemental payment amount in **Appendix I - Pricing**.

- D. Proposer responses should follow the directions found in this section of the RFP in the preparation and submission of responses.
- E. Proposals shall be prepared on standard 8 1/2" x 11" paper or 8 1/2" x 14" paper (as applicable) with each page numbered.
- F. Each piece of paper, printed on both sides, counts as 2 pages. For example, if the RFP response is allocated 100 pages, in print form it will be 50 individual sheets of paper.
- G. Proposer must completely respond to all requests for information and forms contained in this RFP to be considered for award. Brochures and advertisements will be considered an incomplete reply to requests for information. Proposer is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by the County may be rejected without notification.
- H. Proposals shall contain the items listed in **Attachment 1, Section B (Proposal Order)** and must conform to the page limits specified. If page limits are exceeded in any section the County reserves the right to deem the extraneous pages as non-compliant and those pages will not be evaluated.
- I. A cover letter shall be printed on Proposer letterhead and signed by a company officer with the authority to bind and contract with the County.
- J. An executive summary shall be a concise summation of the Proposer's experience and qualifications and the proposed ITS solution presented in the proposal. The County requirements that are addressed only in the executive summary and not included in the proposal will be considered non-compliant.
- K. All information contained in the proposal must be relevant to a section or numbered item of this RFP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.
- L. Photographs, graphics, tables and other visual aids included as part of any page-limited section, such as the proposal, are counted against the maximum page limit.
- M. Proposer may include complete client lists or general Proposer information in Exhibit 12 "Other Proposer Brochures/Documents" but must adhere to the page limit.
- N. Failure to follow the instructions in this RFP may, at the County's sole discretion, result in the rejection of the proposal.
- O. All costs and expenses relating to the preparation and submission of the proposal shall be the responsibility of Proposer.

Alteration of Proposal Text: The original text of this proposal document, as well as any attachments, amendments or other official correspondence related to this proposal document, may not be manually, electronically or otherwise altered by proposer or proposer's agent(s). Any proposal containing altered, deleted, additional or otherwise non-original text will be disqualified.

Submission of Proposal:

- A. All responses must be signed by an authorized officer or employee of the proposer.
- B. Proposer shall deliver 1 original, 6 hard copies and 1 complete electronic copy. The electronic version shall include all of the required documents and attachments and shall be provided on a labeled CD or USB on or before the Proposal Due Date (by p.m. CST). Proposals must be directed to the County's Designated Agent listed in this RFP at the following address:

Praeses, LLC
Attn: Lauren Mann
 330 Marshall Street, Suite 800
 Shreveport, LA 71101

- C. The electronic version shall be in a searchable format and shall follow the order of this RFP. Non-searchable documents may be considered non-compliant. Proposer is responsible for ensuring the electronic version and the chosen media are free from any viruses, malware or malicious code. Electronic versions so compromised will be considered non-compliant.
- D. The outside of the proposal (including the electronic version) must be labeled **INMATE COMMUNICATION SERVICES PROPOSAL**, and include the RFP number.
- E. All proposals failing to meet the Proposal Due Date will be returned to the Proposer unopened.
- F. Proposer is responsible for late deliveries or mail delays. Postmarking by the Proposal Due Date shall not substitute for the actual proposal receipt. Additional time to respond may not be granted to any individual Proposer.
- G. Proposer may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. The County will not accept any modifications to Proposer's proposal after the Proposal Due Date except in connection with a requested Best and Final Offer.
- H. Proposer may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date specified in the RFP.
- I. Proposer is responsible for all errors or omissions contained in its proposal.

Confidential Information/Public Record: All responses become property of the County. All responses, including the accepted proposal and any subsequent agreement, become public records per the requirements of the California Government Code, Sections 6250 -6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information separately as part of your response package. Public Purchase allows you to mark such documents as "confidential" when uploaded into the system.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

BASIS OF AWARD

This proposal award will be determined by factors other than price alone. The County's sole purpose in the evaluation process is to determine from among the Responses received, which one is best suited to meet the County's needs. Any final analysis or weighted point score does not imply that one proposal is superior to another, but simply that in our judgment the proposal(s) we select offer(s) the best overall solution for our current and anticipated needs. The County reserves the right to make modifications to any scoring and/or weight structure prior to the evaluation of responses. The responses will remain sealed during the proposal evaluation period, and will be made available for public inspection upon notice of proposal award. Specific requirements related to the evaluation and selection process are outline in **Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria)**.

Bid responses will be considered valid for a period of 120 calendar days after bid closing date above.

Note: All specifications, terms and conditions of this request will apply to any resulting order.

FINAL ACCEPTANCE

Equipment/Supplies/Services

The County of Sacramento will agree to final acceptance only after the supplied equipment, product or service is tested and is found to perform within acceptable standards of operation, is in compliance with all published and implied performance standards, and is considered by the County to be ready for practical application.