



Monterey County Board of Supervisors

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1st Floor
Salinas, CA 93901
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www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

Agreement No.: A-16709

- a. Authorize the Contracts Purchasing Officer or their designee to execute a five-year no-cost Agreement between the Monterey County Probation Department and Smart Communications Holding, Incorporated based on the County’s Request for Proposal (RFP) #10881 Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff’s Office and County of Monterey Probation Department, effective upon execution for five (5) years from go live date, with consideration for Probation’s services coming from the Agreement with Sheriff’s Department; and
- b. Authorize the Contracts Purchasing Officer or their designee to sign two (2) one (1) year extensions and/or amendments where the scope of work does not significantly change; and
- c. Authorize the Contracts’/Purchasing Officer or their designee to amend the agreement as necessary in order to meet Federal Communication Commission (FCC) and California Public Utilities Commission (CPUC) guidelines.

PASSED AND ADOPTED on this 30th day of January 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Adams
 NOES: None
 ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 30, 2024.

Dated: February 2, 2024
 File ID: A 24-023
 Agenda Item No.: 27

Valerie Ralph, Clerk of the Board of Supervisors
 County of Monterey, State of California

Vicente Ramirez, Deputy

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Smart Communications Holding, Incorporated

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Telephone Services, Tablet Program and Video Visitation System for Youth/Juveniles for the Monterey County Probation Department's Juvenile Hall and Youth Center as set forth in RFP#10881 with Monterey County Sheriff's Department and under this Agreement.

2.0 PAYMENT PROVISIONS:

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ Consideration in conjunction with the Monterey County Sheriff Department Agreement pursuant to Joint RFP#10881

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from effective upon execution to five years from go-live date, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

~~The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:~~

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Service Level Agreement

Exhibit C - Request for Proposal (RFP)#10881, Addendums 1 &2

Exhibit D - Smart Communications Holding, Inc. - Proposal - Response to RFP#10881, dated July 31, 2023.

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
 - 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
 - 6.03 Invoice amounts shall be billed directly to the ordering department.
-
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
 - 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. ~~This approval of insurance shall neither relieve nor decrease the liability of the Contractor.~~

- 9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 **NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:**

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 **COMPLIANCE WITH APPLICABLE LAWS:**

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Todd Keating, Chief Probation Officer	Jonathon Logan, President & CEO
Name and Title	Name and Title
Monterey County Probation Department 20 E. Alisal Street, Salinas, CA 93901	Smart Communications Holding, Inc. 10491 72nd Street, Seminole. FL 33777
Address	Address
(831) 755-3913	(727) 281-0176
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes

CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
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- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson
 7B741937AA0D41B...
 Contracts/Purchasing Officer
 Date: 2/6/2024 | 11:31 AM PST

By: _____
 Department Head (if applicable)

Date: _____

Approved as to Form
 County Counsel
 Susan K. Blitch, Acting County Counsel

By: DocuSigned by: Anne Brunton
 44E083B37BEA412...
 County Counsel

Date: 1/23/2024 | 2:43 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz
 E79EFD4E67494F6...
 Auditor/Controller

Date: 1/24/2024 | 7:31 AM PST

Approved as to Liability Provisions
 Office of the County Counsel-Risk Management

By: _____
 David Bolton, Risk Manager

Date: _____

CONTRACTOR

Smart Communications Holding, Inc.
 Smart Communications Holding, Incorporated

Contractor/Business Name *

By: DocuSigned by: Jon Logan
 E2C645FD6EA1434...
 (Signature of Chair, President, or Vice-President)
 Jon Logan CEO & President

Date: _____
 Name and Title
 1/23/2024 | 12:25 PM EST

By: DocuSigned by: David Gann
 40FA988BF06E4E1...
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
 David Gann Chief Legal counsel

Date: _____
 Name and Title
 1/23/2024 | 11:14 AM PST

County Board of Supervisors' Agreement No. A-16709 approved on 1/30/2024

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A

SCOPE OF SERVICES AND BILLING PROVISIONS

A. SCOPE OF SERVICES

- A.1. Overview:** The County of Monterey (“County”) solicited proposals from qualified organizations to provide turnkey Telephone Services, Tablet Program, and Video Visitation System (“Services”) for Incarcerated Individuals (“IP”).

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the Services.

A.1. Contractor Responsibilities:

Contractor shall provide the Services to Monterey County Sheriff Department and Monterey County Probation Department. Monterey County Probation Department will not be charged for their portion of the services pursuant to Senate Bill 1008, which added to Penal Code section 2084.5 and added to Welfare & Institutions Code section 208.1, but CONTRACTOR will receive compensation through the Sheriff Department which shall include consideration for the services provided to the Probation Department. Probation Department services will be a parred down version of voice communications and tablet services. RFP 10881 references the no charge to the Probation Department for the services. CONTRACTOR agrees to perform services and provide staff and otherwise do all things necessary for or incidental to the performance of work that include the following:

A.1.1. *Terms, conditions, provisions, and activities associated with the Scope of Work listed and described in the following:*

- A.1.1.1. Request for Proposal (RFP) #10881 issued by the County dated May 23, 2023, Addendum 1 issued by the County on June 30, 2023, Addendum 2 issued by the County on July 14, 2023, and any other amendments or addenda thereto.
- A.1.1.2. CONTRACTOR’s proposal and response to RFP #10881 dated July 31, 2023.

A.2. Other Contractor Responsibilities:

A.2.1. *Site Administrator/Technician (SAT).* Per section 5.1.5.4. of RFP #10881 and CONTRACTOR’s response page 101, upon Probation approval, a part-time-time (4 hours per week) dedicated onsite SAT will work 1/2-day Wednesday (morning),. SAT shall submit a request for any absence (i.e.. Vacation, medical appointment, training, etc.) at least forty-eight (48) hours prior to ACPO or designated Division Director for approval. SAT shall provide a plan for coverage in their absence. Absence must be approved prior to absence unless absence is due to an emergency.

A.2.2. *Tablets.* CONTRACTOR shall supply a 1 to 1 ratio of tablets for youth), which would currently be 100 tablets (70 for Juvenile Hall and 30 for Youth Center), and 4 Commander tablets (two (2) tablets at each institution). Keep a supply of at least 10% (10 IP tablets and two (2) Commander tablets on site(one at each institution). CONTRACTOR shall replace all damaged tablets within three (3) weeks.

EXHIBIT A

- A.2.3. *Education Programs.* CONTRACTOR shall work with designated Probation Service Managers (PSM) at the Juvenile Hall and Youth Center to implement additional education programs on Tablets. County will incur any and all costs associated with the implementation of the Probation Department's additional education programs. Once implemented, the educational programs will be at no cost to County.
- A.2.4. *Implementation.* CONTRACTOR shall work with Probation on 45-day implementation plan per CONTRACTOR response to section 8.2.3.2., and comply with Exhibit B.
- A.2.5. *Intake/Booking Kiosks.* CONTRACTOR shall provide one (1) Intake/Booking Kiosk at the Juvenile Hall at a mutually agreed upon date *if requested by the Probation Department.*
- A.2.6. *Investigative Tools.* CONTRACTOR shall implement Investigative Tools that include but not limited to SmartInmate™, SmartLink™, "Best Known Name Address," and Call Transcription with translation and keyword search capability.
- A.2.6.1. Call Transcription tool shall maintain a high level of accuracy, with a minimum of 75% accuracy at all times.
- A.2.7. *Cold Storage Retrievals.* CONTRACTOR shall have no hidden costs for cold storage retrievals of call detail records and recordings that would include the Leave Behind Solution, call recordings, redundant Storage Area Networks (SANs), and other related storage formats, media, and devices.
- A.2.8. *Plug-Ins.* The system's browser shall have no plug-ins.
- A.2.9. *Legacy and Other Data.* CONTRTACTOR shall import and download legacy data that includes known attorney numbers, known Friends and Family numbers, blocked/restricted numbers, Personal Allowed Numbers (PANs), JMS data feed, and other Incarcerated Person Data Feeds identified and pre-determined by the County. Detailed tasks, timelines/due dates, and deliverables will be included in the Project Control Document (PCD) in the Pre-Implementation Phase.
- A.2.10. *Other Services.* CONTRACTOR shall implement other services in Table 1, Section B of this document. CONTRACTOR shall not implement any other services not included in the RFP and Contractor Proposal, without a signed amendment.

B. RATES, COSTS, AND REVENUE SHARE

Rates shall not exceed those identified by California Public Utilities Commission and/or Federal Communications Commission.

The rates, revenue share, and schedule for services and applications are shown in Table 1:

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TABLE 1

Service or Application	Non-Recurring / Installation Cost	Cost Per Unit (Minute, Message, Voicemail, etc.)	Minimum Annual Guarantee (MAG)	Revenue Share to Sheriff's Office (per minute or %)
INCARCERATED PERSON TELEPHONE SYSTEM AND ASSOCIATED SERVICES				
1. Telephone System (hardware and software), two Administrative Workstations, Implementation and Project Management	FREE	N/A	N/A	N/A
2. Calls - Interstate, Intrastate, International (Cost to IPs/IPs' family and friends)	N/A	FREE	N/A	N/A
3. Minimum Annual Guarantee (MAG)	N/A	N/A	\$125,000-N/A	N/A
4. MailGuard® and MailGuardLegal® System services	FREE	FREE	N/A	N/A
5. Telephone Services and Optional Features:				
<i>Administration and Control</i> <ul style="list-style-type: none"> - Call scheduling and control feature set provides automated and manual, granular control over all aspects of telephone availability and access privileges - Multiple call analysis tools providing standard and customizable reports - Global and personal allowable number lists - Secure, web-based design provides full on-site and remote access to all administrative controls and tools based on user permission level 	FREE	FREE	N/A	N/A
<i>Security</i> <ul style="list-style-type: none"> - SmartEvo™ ITS service with voice biometrics, call transcription and other advanced call management/investigative tools - 3-way calling and hook-switch dialing detection and prevention - Positive DTMF call acceptance - 24/7/365 remote network monitoring ensures 99.99% uptime 	FREE	FREE	N/A	N/A
<i>Recording Storage and Retrieval (No Hidden Costs)</i> <ul style="list-style-type: none"> - CDRs, call recordings and systems data stored on encrypted and redundant storage area networks (SAN) at three separate geographic locations - All CDR and call recording data securely stored and accessible to staff for one year or longer after agreement expiration - Download a single file or select a set of call recordings to play back, burn/copy to disk or email in .MP3 file format 	FREE	FREE	N/A	N/A
<i>Call Monitoring and Investigative Tools</i> - Unlimited and undetectable live call monitoring - Hot number/call watch list offering text, phone or email	FREE	FREE	N/A	N/A

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<p>alert notifications - Call transcription with translation and keyword search capability - Advanced case management tools to help investigators better track and manage assets for specific incidents or individuals that can be shared securely with external law enforcement agencies - “Best Known Name and Address” feature queries internal client databases to help locate the address associated with telephone numbers - SmartLink™ tools allow investigators to check for any links between IPs and public individuals or other IPs using multi-path and multi-relation analysis</p>				
<p><i>Optional Value-Added Features</i></p> <ul style="list-style-type: none"> - Compatibility/deployment of on-site, visitation telephone hardware - Interoperable with SmartTablet™ and SmartKiosk™ devices to provide tablet/kiosk-based calling - Indigent calling feature to configure free call quantity limits to predesignated numbers, including designated call durations and calling windows - Custom speed dial to agency-defined numbers and/or designated voicemail boxes for IPs to contact PREA, crime tips, public defenders and more - Seamless Video Relay Service (VRS) and Video Remote Interpreting (VRI) interfacing 	FREE	FREE	N/A	N/A
6. Patented MailGuard® and MailGuardLegal® System services	FREE	FREE	N/A	N/A
7. Jail Management System (JMS), Commissary and Related Systems Interfacing with Automated Information Service (AIS)	FREE	FREE	N/A	N/A
8. All hardware with installation and software upgrades	FREE	FREE	N/A	N/A
9. Full-time, On-site Certified Technician (OCT)/ Site Administrator/Technician (SAT)	FREE	FREE	N/A	N/A
10. 24/7/365 live, U.S.-based customer and technical support	FREE	FREE	N/A	N/A
11. Debit Release Card System	FREE	FREE	N/A	N/A
12. SmartEvo™ ITS Inbound Voicemail eXchange (VMX™)				
13. Intake and Lobby Deposit Kiosks (No Cost to County). The booking kiosks will be interfaced with the inmate Trust Fund accounting system. Rates to IPs' family and friends, if applicable, were not provided.	FREE	N/A	N/A	N/A
14. Training (Initial and Ongoing) for staff	FREE	FREE	N/A	N/A
TABLETS AND TABLET PROGRAM				
1. SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices, and earbuds; Implementation and Project	FREE	FREE	N/A	N/A

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Management				
2. Tablet Messages/Apps:				
- Internal Facility/Staff Text Messages	N/A	FREE	N/A	N/A
5. SmartEd™ and SmartReentry™ tablet-based IP educational resources and rehabilitative programs	FREE	FREE	N/A	N/A
6. SmartLaw™ Digital Law Library	FREE	FREE	N/A	N/A
7. SmartEntertainment™ Service Tablet Streaming (Cost to IPs/IPs' family and friends)				
- Standard Content Streaming	N/A	FREE	N/A	N/A
10. Training (Initial and Ongoing) for staff	FREE	FREE	N/A	N/A
VIDEO VISITATION SERVICE				
1. Video System (hardware, software), Implementation and Project Management	FREE	FREE	N/A	N/A
1. Remote VVS service for attorneys and public defenders	FREE	FREE	N/A	N/A
2. Local video sessions (onsite)	N/A	FREE	N/A	N/A
3. Remote video sessions (scheduled and video-on-demand)	N/A	N/A	N/A	50%
4. Training (Initial and Ongoing) for staff	FREE	FREE	N/A	N/A

EXHIBIT B – Service Level Agreement

B.1 TELEPHONE SYSTEM , TABLETS/TABLET PROGRAM, VIDEO VISITATION SERVICES AND DEPOSIT KIOSKS

SERVICE LEVEL AGREEMENT

I. Definition of Service Level Agreement

A Service Level Agreement (SLA) is an agreement between the Agency(ies) (Sheriff's Office and/or Probation Department) and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the Contractor is required to issue specified credits.

The Telephone Services, Youth Video Visitation System and Deposit Kiosks for Incarcerated Individuals and Youth contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential and would apply to each Agency's operations, and the Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs) when proven to be the Contractor is at fault.

II. Service

Table 1 lists each KPI and the performance level requested by each Agency. Performance is aggregate-based, meaning that the performance is to be measured at each Agency's hierarchy level (each Agency's billing organization) over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation & Installation	Fully functional Telephone System, tested by Contractor in each Agency's facility. Each Agency will confirm to its satisfaction, that the Telephone System in its respective facilities is fully functional prior to each Agency's acceptance. Fully functional Incarcerated Individual and Youth Video Visitation System, tested and accepted by the Sheriff's Office and Probation Department	45 Days
<i>Maintenance:</i>		
Voice Services and Network Access/Transport Services	Availability Call Blockage, Dropped Calls	99.95% .07
Telephones	Operational, working telephones	100%
Video Visitation Services and Associated Network Access/Transport Services	Video is functional Scheduling software availability	99.95%
Tablets (Not used for Video Visitation)Video Visitation Units (Tablets)	Operational, working units	100%

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III. Implementation & Installation Penalty

Potential Contractor shall provide each Agency with a separate and detailed Implementation Plan and Schedule. The installation shall include a separate user testing and acceptance provision for each Agency. Time is of the essence in providing a fully functional inmate phone system, and the Contractor is required to provide a fully functional system tested and accepted, by each Agency. Each Agency requires a thirty (30) to forty-five (45) - business day implementation schedule for each of its facility(ies). If the Contractor requires a longer implementation schedule, a mutually agreed-upon implementation will be established. Any failure to provide this service will incur a daily penalty of \$1,000.00 after 90 days to the Agency affected, until fully implemented and functional.

I. CONTRACTOR ROLES & RESPONSIBILITIES TO MAINTAIN DEPOSIT KIOSK

- Perform preventive and ongoing maintenance, including but not limited to changing receipt paper and ink, clearing paper and coin jams, minor repair, and maintaining appropriate inventory levels of parts and materials.
- Monitor, measure, and report performance against the Service Level Agreements
- Measure all Service Levels sufficient to provide detailed, justified explanations of reported results.
- Report performance to the respective Agency (Sheriff's Office and/or Probation Department) or each Agency's Designee on a monthly basis.
- Promptly investigate and remediate failures and deficiencies
- Minimize reoccurrences of all performance-related failures for which it is responsible
- Report any problems to the Agency affected that appear likely to result in a failure to meet a Service Level Agreement requirement
- Establish a Management team/structure, processes, and procedures to ensure effective management of Service Level Agreement and coordinate processes and procedures that impact the County
- Designate a Contractor Representative who has the overall responsibility for delivery of the Services. The designated Representative shall:
 - Manage the maintenance tasks and conduct technical and operational escalations
 - Provide management and resolution of identified problems
 - Resolve and address operational delivery issues
 - Ensure adherence to performance targets
 - Be responsible for overseeing service quality and incident management
 - Function as the primary point of contact/interface with the Sheriff's Office and Probation Department for SLA performance, management, and problem resolution

IV. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Contractor shall issue credits for each Service Outage, Problem, or Deficiency to the Agency affected. Contractor shall pay the Agency the total amount of credit due to the Agency within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone and

EXHIBIT B – Service Level Agreement

Email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the Sheriff's Office and Probation Department and the Contractor's on-site Site Administrator/Technician in resolving System Outages, Problems, and other Deficiencies. Contractor must respond to and resolve the following "Severity Levels" in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage (includes Response Time)	Credits Due
Priority Level One	<p>CRITICAL/SEVERE (Includes but not limited to):</p> <p>Telephone System</p> <ul style="list-style-type: none"> • 25% or more of telephones in a single Housing unit, Module, Dorm, and/or Pod • 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 25% or more of calls dropped in a 24-hour period • Entire system failure <p>Video Visitation</p> <ul style="list-style-type: none"> • 50% or more of an Agency's Video Visitation System (at any one area) is out of service • One entire Video Visitation Room, Housing Unit, Module, Dorm, and/or Pod is not in operation or one Video Visitation System unit is not operational • 50% or more of Video Visitation sessions placed in a 24-hour period experience poor Video Visitation session quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software • 50% or more of Video Visitation sessions are dropped in a 24-hour period • Inventory of Tablets used for both Video Visitation and Non-Video Visitation is depleted <p>Contractor Response Time (Includes acknowledgment, issuance of, and confirmation of Trouble Ticket Number that it is actively being worked): ≤ 45 Minutes</p> <p>If deficiency indicates that a Tier 2 Technician in needed, a Tier 2 Technician will be on site: ≤ 2 Hours</p> <p>Completion of repairs and Deficiency resolution to the affected Agency's satisfaction is made within 6 hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.</p>	< 6 hours	No Credit
		Between 6 and 12 hours	\$75 per day that component of VVS is deficient (includes network access and cabling and wiring)
		< 24 hours	\$100 per day that component of Telephone System is deficient
		> 24 hours	\$150 per day that component of Telephone System is deficient, after 7 days that Inventory of Tablets is depleted
Priority Level	MAJOR (Includes but not limited to):		

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Two	<p><u>Telephone System</u></p> <ul style="list-style-type: none"> • 10% to 24% of telephones in a single Housing unit, Module, Dorm, and/or Pod are out of service • 10% to 24% of calls are dropped in a 24-hour period • 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software <p><u>Video Visitation</u></p> <ul style="list-style-type: none"> • 25% to 49% of an Agency's Video Visitation System in a Video Visitation Room, Housing unit, Module, and/or Pod is out of service, and/or 25% to 49% of Video Visitation sessions are dropped in a 24-hour period • 25% to 49% or more of calls placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software <p>Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within <u>24</u> hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency or Agency's Designee's initial service request to Contractor.</p> <p>The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 15 Business days.</p>	≤ 24 hours	No Credit
		> 24 hours	\$100 per day that component of Telephone System is deficient, VVS is deficient (includes network access and cabling and wiring)
Priority Level Three	<p>MINOR (Includes but not limited to):</p> <p><u>Telephone System</u></p> <ul style="list-style-type: none"> • One of multiple phones in a Housing unit, Module, Dorm, and/or Pod is not in operation, and additional phones are in the area available for Incarcerated Individual or Youth use. • Intermittent dropped calls or <10% of calls are dropped • Intermittent poor voice quality on calls or <10% of calls experience poor voice quality <p><u>Video Visitation</u></p> <ul style="list-style-type: none"> • One of multiple Video Visitation units in a Video Visitation Room, Housing unit, Module, Dorm, and/or Pod is not in operation, and additional units are in area available for inmate use • Intermittent dropped Video Visitation sessions or <25% of Video Visitation sessions are dropped and Intermittent poor Video Visitation session quality on sessions or <25% of sessions experience poor visual and audio quality 	≤ 2 days	No Credit
		> 2 days	\$75 per day that component of Incarcerated Individual and Youth Telephone System or VVS is deficient

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	<ul style="list-style-type: none"> <25% of a Agency's Video Visitation System is out of service <25% or more of Video Visitation visits placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software <p>Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within <u>2</u> business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.</p>		
Priority Level Four	<p>COSMETIC (Includes but not limited to):</p> <p><u>Telephone System</u></p> <p>A telephone is damaged but is capable of completing telephone calls</p> <p><u>Video Visitation</u></p> <ul style="list-style-type: none"> A Video Visitation unit is damaged but is capable of completing Video Visitation sessions Video Visitation System enclosure, furniture, hardware, or other equipment is damaged, but VVS is still capable of completing Video Visitation sessions <p>Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to Agency's satisfaction is made within <u>10</u> business days of initial notification to Agency or Agency's Designee, or from Agency's or Agency's Designee's initial service request to Contractor.</p>	≤ 10 days	No Credit
		> 10 days	\$75 per day that component of Incarcerated Individual and Youth Telephone System is deficient or damaged phones are not replaced

V. Chronic Trouble

A Chronic Trouble (Chronic) defined as a Telephone System problem, network problem, outage, or other deficiency that has experienced against it for Availability, by the Agency, the Agency's Designee, or the Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	6	\$900.00
	9	\$1,350.00
	12	\$1,800.00
	>12	\$150.00 per month after 12 th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without

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		penalty to the Agency
Priority Level Two	6	\$600.00
	9	\$900.00
	12	5% of Monthly Telephone System Revenue Commissions
	>12	\$100.00 per month after 12 th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without penalty to the Agency

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II. SERVICE LEVEL AGREEMENT

#1: SYSTEM (SERVER) AVAILABILITY – SYSTEM INFRASTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	System Infrastructure and Services Availability
Service Level Objective	To ensure that the system infrastructure equipment (e.g. servers, storage, kiosks, peripheral equipment, etc.) is available for use by each Agency's users and Incarcerated Individuals/Youth (if applicable) during scheduled hours of availability.
Service Level Definition	The system infrastructure includes all file, database, web, imaging, application and support servers, SANs, storage devices, backup systems, kiosks and associated peripheral equipment necessary to process, store, and preserve electronic data and information. Availability means all components of the systems infrastructure are ready for use, accessible by users and customers, and are operational to perform their assigned function. Contractor shall ensure qualified technical staff are available both during normal business hours (08:00 AM – 5:00 PM Pacific Standard Time) and during non-business hours, excluding planned maintenance or previously scheduled maintenance periods. Contractor staff shall work with each Agency's staff to resolve unexpected issues which impede the ability to perform necessary and time-sensitive work
Service Measurement	Availability
Metric Description	The percent of availability of combined system infrastructure services. The system infrastructure elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency, which may differ by Agency. The metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all servers/SANs/storage equipment/kiosks/peripheral equipment performing or supporting Automated Payment Services. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall reduce the percent availability. Degraded operations shall be reported as an individual category but shall be counted as non-availability.
Metric Exclusions	Maintenance Period: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. Planned Special Outages: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level Commitment	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day)/kiosk
Target (Expected) Service Level Commitment	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = (900 minutes – (Downtime or degradation of services in minutes and seconds) / 900) * 100 Daily % Availability Per Facility/Location = Sum of total up time minutes per each kiosk in a facility / 900 * total number of kiosks in a Facility/Location Sample calculation: Assume 50 Kiosks installed/operational – 1. Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured $(884.3 / 900) * 100 = .9825 * 100 = 98.25\%$ 2. Facility/Location Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes $Daily Uptime = [(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900) * 100$ $= [27000 + 8990 + 8055 + 885] / 45000 * 100$ $= [44930/45000] * 100$ $= .9984 * 100 = 99.84\%$
Measurement Window	Daily per Kiosk during each Agency's established operational hours (currently 06:00 AM – 21:00 PM daily)

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Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured
#2: NETWORK AVAILABILITY – NETWORK INFRASTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	Network Infrastructure and Services Availability
Service Level Objective	To ensure that the Contractor managed network infrastructure and services are available for use during scheduled hours of availability.
Service Level Definition	The Contractor managed network infrastructure and services includes the routers, switches, repeaters, and all components needed to transport data between network site boundaries (kiosks) and the Contractor's site. Availability means the network infrastructure and services are available for use and are fully accessible and operational. Infrastructure and services include but are not limited to all network-related infrastructures necessary to make kiosks functional and usable. Note: Services shall have availability equal to or greater than the Service Level
Service Measurement	Availability
Metric Description	The percent of availability of combined MAN/WAN/Internet Services The network infrastructure and services elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency. Those required operational hours differ by Agency, but the metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all network infrastructure equipment and services performing or supporting Automated Payment Services direct or support operations. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall negatively impact the percent availability. Degraded operations shall be reported as an individual category and shall be counted as non-availability.
Metric Exclusions	Maintenance Period: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. Planned Special Outages: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day) per kiosk
Target (Expected) Service Level	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = $(900 \text{ minutes} - (\text{Downtime or degradation of services in minutes and seconds}) / 900) * 100$ Daily % Availability Per Facility/Location = $\text{Sum of total up time minutes per each kiosk in an Facility/Location} / 900 * \text{total number of kiosks in an Facility/Location} * 100$ Sample calculation: Assume 50 Kiosks installed/operational –

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	<p>7.0 Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured</p> <p style="text-align: center;">$(884.3 / 900) * 100 = .9825 * 100 = 98.25\%$</p> <p>8.0 Facility/Locational Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes</p> <p style="text-align: center;"> $Daily\ Uptime = \frac{[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)]}{(50 * 900)} * 100$ $= \frac{[27000 + 8990 + 8055 + 885]}{45000} * 100$ $= \frac{44930}{45000} * 100$ $= .9984 * 100 = 99.84\%$ </p>
Measurement Window	Daily per Kiosk during Sheriff's Office and Probation Department established operational hours (currently 06:00 AM – 21:00 PM daily)
	Agency should be provided tools to retrieve statistics on demand statistics.

#3: CHANGE MANAGEMENT AND TROUBLE TICKET RESPONSE – RESOLUTION RESPONSE

Service Level Category	Infrastructure and Systems Change Management; and Problem Management and Resolution Response
Service Level Objective	<ul style="list-style-type: none"> • Change Management Service Request Management • To respond to customer requests for technical assistance in a timely manner and take the necessary action to accurately resolve issues or to escalate resolution of those issues when required.
Service Level Definition	<p>Contractor shall provide customer support during all periods of authorized Kiosk access, 365 days per year. Service level Agreements shall apply during all periods of authorized Kiosk access hours for all problem categories. Service level objectives and Agreements shall be:</p> <ul style="list-style-type: none"> • Respond to all service calls. • Resolve issues as accurately as possible within the following timeframes (Includes response time, travel time {if applicable}, resolution time): <ul style="list-style-type: none"> ○ Level 1 (Urgent) – 4 Business Hours ○ Level 2 (High) – 8 Business Hours ○ Level 3 (Medium) – 2 business days ○ Level 4 (Low) – 10 business days • Close (with confirmation) 95% of Levels 1-2 priority issues, 80% Level 3 priority, and 75% Level 4 priority issues within specified timeframes excluding issues requiring Contractor repair or resolution. • Track and report closure times for all issues requiring Contractor repair or resolution. • The time to complete change requests from request to fulfillment and operability shall not exceed the Service Level • For purposes of this Service Level, Change Management includes but is not limited to inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates <p>Problems shall be reported to the Contractor Support Help Desk and shall be recorded for tracking and management. Priority definitions include but not limited to:</p> <ul style="list-style-type: none"> • Level 1 – Application or Service is inaccessible (i.e., network is down), Kiosk is down and inaccessible, administrative information is incorrect and preventing service. • Level 2 – Application or Service is intermittently inaccessible, administrative information is incorrect causing intermittent service, and/or logon/password requires resetting or reissue, change requests that affect service or access to the Kiosk or network, network diagnostics critical to service.

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	<ul style="list-style-type: none"> • Level 3 - Question or information requests, change requests that do not affect service or access to the Kiosk or network, inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates. • Level 4 – Cosmetic or other deficiencies that do not negatively affect or slow down service and/or access to the kiosk and/or network. Level 4 priority items shall be escalated to Level 3 priority after 10 business days. <p>Based on the priority and aging of problems reported, support shall be escalated within the Contractor hierarchy for all problems not resolved within 5 business days. The Contractor shall identify the escalation process and individuals.</p> <p>Note: Services shall have availability equal to or greater than the Service Level</p>
Service Measurement	Percent resolution within Service Level timeframes and timeliness for Change Management.
Metric Description	<ul style="list-style-type: none"> • The percent of problems assigned and resolved by priority within agreed service level Agreements. • Timeliness for Change Management Services is defined as the time (business hours/days) required to successfully receive, process, and implement a change to the access control list, installed rule base, network diagnostics, equipment service, and software and/or configuration updates.
Metric Inclusions	<ul style="list-style-type: none"> • All reported problem tickets • Agency configurations <ul style="list-style-type: none"> ❖ Actions included: <ul style="list-style-type: none"> ○ Time required to complete a change request from receipt to operability ○ Time required to update the installed rule base or administration/access control list updates ○ Time required to perform network diagnostics [to trouble-shoot] ○ Time required to perform equipment service ○ Time required to implement software updates ○ Time required to implement configuration updates
Metric Exclusions	<ul style="list-style-type: none"> • For Trouble Tickets: None • For Change Management: <ul style="list-style-type: none"> ❖ Orders for new services requiring purchase of hardware or software ❖ Exclusion Time: <ul style="list-style-type: none"> ○ None – the time required for change approval and scheduling shall be considered part of the metric measurement and service level time.
Minimum Service Level	<ul style="list-style-type: none"> • Level 1 (Urgent) – 4 business hours • Level 2 (High) – 8 business hours • Level 3 (Medium) – 2 business days • Level 4 (Low) – 10 business days
Reports and Reporting Format/s	<p><u>Agency must be able to create reports:</u></p> <p><u>Report Elements:</u> Header to include Target SL, Minimum SL, Total Number of Changes, Total Number of Changes that Missed the Target Service Level, Total Number of Changes that Missed the Minimum Service Level; Detail for changes that exceeded three days to include Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Minimum SL achieved [Yes/No], Target SL achieved [Yes/No]; Sorted by Device Type</p> <p><u>Detailed Exclusion Report:</u> Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Reason for Exclusion; Sorted by Device Type; Summarized by a Count of Excluded Changes</p>
Measurement Window	Monthly
Service Level Reporting	Statistics shall be provided each month within five [5] business days after the end of the month

Smart Communications Holding, Inc.

Term: upon execution for Five (5) years from go live date

EXHIBIT B – Service Level Agreement

Window	measured
---------------	----------

CREDITS	
Credit	<p>The Agency affected shall receive credit if the Contractor fails to meet the minimum service level commitments. That credit shall be payable to the Agency within 30 business days of the date of the monthly service level report. The credit is assessed on a per Facility/Location basis when the Contractor fails to meet minimum service level commitments for System Infrastructure and Services Availability or Network Infrastructure and Services Availability or for both as follows:</p> <ol style="list-style-type: none"> 1. Minimum Service Level Commitment not met per Facility/Location for 4 days or less in a Month – WARNING 2. Minimum Service Level Commitment not met for more than 5 days in a Month - \$4,000 per occurrence (facility/location) up to a maximum of \$40,000 per month (for all Facility/Locations).
Liquidated Damages	
Chronic/Systemic	<p>If chronic or systemic problems persist in failure to meet minimum standard for three or more consecutive months, the Contractor shall be required to develop a corrective action plan to resolve the problems, agreed to by the affected Agency.</p> <p>Failure to develop a corrective action plan to resolve the problems, or continued failure to meet minimum service level standards after corrective action plan is implemented will result in the affected Agency's exercise of other available options, up to and including termination of the contract.</p>



**COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
1488 SCHILLING PLACE
SALINAS, CA 93901
(831) 755-4990**

REQUEST FOR PROPOSALS RFP# 10881

**For
Telephone Services, Tablet Program, Video Visitation
System for the Monterey County Sheriff's Office and
County of Monterey Probation Department**

Proposals are due by 3:00 pm (PST) on July 17, 2023

Mandatory Pre-Bidders Meeting will commence promptly at 9:00 am, on Friday June 16, 2023 at the Monterey County Jail, 1410 Natividad Rd. Salinas CA 93906, inside the Jail Briefing Room

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SOLICITATION DETAILS SECTION

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1.0 INTENT

- 1.1 It is the intent of this Request for Proposal (RFP) is to solicit proposals from qualified CONTRACTOR(s) to provide turnkey Telephone Services, Tablet Program, and Video Visitation System for Incarcerated Individuals and Youth/Juveniles for the Monterey County Sheriff's Office and County of Monterey Probation Department.
- 1.2 This solicitation is **NOT** intended to create an exclusive service AGREEMENT.

2.0 BACKGROUND

Request for Proposal 10881 will establish turnkey Telephone Services, Tablet Program, and Video Visitation System for Incarcerated Individuals and Youth/Juveniles. The County seeks CONTRACTORS who will abide by all local, state, and federal regulations and who are also capable of providing all necessary materials and supervision, in the course of providing services as outlined herein.

2.1. Overview

The Monterey County Sheriff's Office ("Sheriff's Office") and Monterey County Probation Department ("Probation Department") are jointly soliciting proposals from qualified organizations ("Contractor" and/or "Proposer") to provide turnkey Telephone Services, Tablet Program, and Video Visitation System for Incarcerated Individuals and Youth/Juveniles. To maximize exposure to and knowledge of new technologies, Tablet and Video Visitation service providers may submit their proposals, but will be required to partner with a Proposer, if selected. Proposers may partner with a Tablet or Video Visitation service provider but will be responsible for and be the point of contact for implementation, billing, customer service, maintenance, and applicable Service Level Agreements.

2.1.1. Sheriff's Office - The Sheriff's Office consists of the Main Jail and the Women's Jail and Rehabilitation Center located at 1410 Natividad Road, Salinas, California 93906. The Average Daily Population is 900, with the capacity of 1,401.

2.1.2. Probation Department - Probation Department consists of two detention facilities for juveniles, consisting of the Juvenile Hall located at 1420 Natividad Road, Salinas, California 93906; and the Youth Center located at 970 Circle Drive, Salinas, California 93905. The Average Daily Population is 151.

2.2. Telephone Services for Incarcerated Individuals and Youth

Incarcerated detainees are generally allowed to make phone calls without restriction. These phone calls are either Collect, Prepaid, or Debit calls. Telephone Services for Incarcerated Individuals and Youth and all associated telephones are currently provided by Viapath Technologies (formerly GTL). The potential Contractor will be required to

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provide the same amount of, or more telephones that meet the description provided in this Statement of Work. The potential Contractor will be required to plan, finance, and implement the integration and testing of all required equipment and software relative to the new Telephone System for Incarcerated Individuals and Youth and related services, without impacting the normal daily operation of the existing Telephone System for Incarcerated Individuals and Youth.

The potential Contractor will be responsible for any changeover costs associated with the new installation or conversion of telephone instruments, associated equipment and/or software, and telephone enclosures. The type of telephone instrument and enclosures shall be subject to approval by the Sheriff's Office and Probation Department Designees.

If a new contractor is selected, Viapath will continue to operate and maintain their current telephone system and equipment under the terms and conditions of the existing contract, pending the transition and acceptance of the new Telephone System for Incarcerated Individuals and Youth at each detention facility.

The Telephone System for Incarcerated Individuals and Youth is contained within a custodial environment; therefore, certain security requirements are enforced. Minimally, the selected Contractor's staff and subcontractors will be required to submit to a background review for clearance, will be required to be escorted into certain areas of the facilities, and will be required to submit lists of equipment and tools to be brought into the facilities. The potential Contractor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

2.2.1 Sheriff's Office – The following table shows the calls and minutes for 12 Months (June 2021-May 2022) for the Sheriff's Office:

	Domestic		International		Voicemail	
Month	Calls	Minutes	Calls	Minutes	Calls	Minutes
Jun-21	32,886	265,665.30	121	881.97	38	51.33
Jul-21	33,975	281,827.43	226	1,715.90	84	101.97
Aug-21	35,142	294,837.25	208	1,502.03	99	154.82
Sep-21	31,873	265,862.00	287	1,814.73	37	34.67
Oct-21	35,309	311,896.00	267	1,960.00	31	21.00
Nov-21	37,453	353,652.83	384	3,112.72	25	20.05
Dec-21	41,645	399,868.13	604	4,728.15	30	21.52
Jan-22	37,602	355,084.17	581	4,398.11	57	140.82
Feb-22	38,528	360,909.01	591	4,537.02	19	35.77
Mar-22	44,345	393,670.09	654	5,527.23	31	21.68
Apr-22	47,780	425,302.26	676	5,707.22	50	55.02
May-22	19,738	176,283.32	202	1,635.70	31	29.08
TOTALS	436,276	3,884,857.79	4,801	37,520.78	532	687.73

2.2.2. Probation Department - The following table shows the current average annual calls and minutes for the Probation Department:

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Domestic		International	
Calls	Minutes	Calls	Minutes
120,000	1,236,000	48	396

2.3. Tablet Program and Video Visitation

Tablets are currently provided by Viapath for the Sheriff’s Office and Probation Department to support officer's administrative efforts (Commander Tablets), Incarcerated Individuals, and Youth programs, Video Visitation, entertainment, other applications, communications services.

The Sheriff’s Office and the Probation Department require a turnkey hardware and software solution to support a hosted, IP-based Incarcerated Individuals/Youth Video Visitation System for the Sheriff’s Office and Probation Department. Incarcerated Individuals/Youth Video Visitation shall be used for both attorney, confidential and public visits.

2.3.1. Sheriff’s Office - Tablet Program and Video Visitation – The tablets are currently provided by Viapath, and are currently used for programs, administration, communication services, video visitation, and entertainment. The Sheriff’s Office prefers a 1:1 Tablet to Inmate ratio. For the Video Visitation application, the Sheriff’s Office has the following:

2.3.1.1 Lobby Public Access Video Visitation Room: The Sheriff’s Office averaged over 2,000 face-to-face family visits a month before Covid, which does not include Attorney, Bail, and Clergy visits. The Sheriff’s Office currently has a Lobby Video Visitation Room for the public that has 18 units (2 units are ADA-compliant), and 4 units in the attorney rooms, a total of 22 units.

2.3.1.2 Main Jail (Old Jail):

Main Jail (Old Jail)

	Number of Rooms, Pods, or Dorms	Number of Video Visitation Stations Required	Number of Video Visitation Stations with Tablet Permanently Installed and Hard-Wired
Attorney Rooms			
* Men's	8	0	8
* Women's	2	0	2
Men's Housing			
* Pods (A-J, K4, K5, K16, K17)	14	42	14

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* Dorms (A, B, C, D, E)	5	35	5
* Infirmary	1	0	1
* Holding	1	0	1
Women's Housing			
* Pods (Q, R, S, T, U, V)	6	18	6
* Holding	1	0	1

2.3.1.3 New Jail

New Jail			
	Number of Rooms or Blocks	Number of Video Visitation Stations Required	Number of Video Visitation Stations with Tablet Permanently Installed and Hard-Wired
Men's Housing Blocks	8	24	8
Attorney Rooms (2 per Housing Block)	16	0	16

2.3.1.4 The following table shows the tablet usage for both tablet sessions and video sessions for the Sheriff's Office:

Sheriff's Office (12-months)		
Product	Event Count	Minutes
Tablet Session Total	1,911,849	17,164,441
Tablet Video Total	332,420	2,865,347

2.3.2 Probation Department Tablet Program and Video Visitation - The Tablet Program for the Probation Department has not been fully deployed, and currently does not have a Video Visitation System. The Probation Department requires a fully deployed Tablet Program that includes Video Visitation. The following table shows 7 months' tablet usage for tablet sessions only (non-Video) for the Probation Department:

Probation Department (7-months)		
Product	Event Count	Minutes
Tablet Session Total	2,879	33,058

2.4. Audit

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The Sheriff's Office and Probation Department's duly authorized representatives shall have access, at reasonable times, to all reports Contract records, documents, files and personnel necessary to audit and verify Contractor's charges to the Sheriff's Office and Probation Department hereunder. Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for Contractor's services hereunder Sheriff's Office and Probation Department reserves the right to audit and verify Contractor's records before final payment is made. The Sheriff's Office and Probation Department's representatives shall have the right to reproduce any of the aforesaid documents. Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Sheriff's Office's Project Manager and Probation Department's Project Manager.

2.5. Current Agencies Using Proposer's Services

Proposer shall list a minimum of three (3) current agencies (more is preferred) in California each, including the ADP and contact information, that are currently using the Proposer's:

2.5.1. Telephone System and Associated Services

2.5.2. Tablet Program and Video Visitation Application - Minimum three (3) clients, more is preferred.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	June 1, 2023
3.2	<u>Mandatory</u> Pre-Bidders Conference	09:00 a.m., PST, June 16, 2023
3.3	Deadline for Written Questions	3:00 p.m., PST, June 23, 2023
3.4	Proposal Submittal Deadline	3:00 p.m., PST, July 17, 2023
3.5	Estimated Notification of Selection	August 2023
3.6	Estimated AGREEMENT Date	September 2023

Mandatory Pre-Bidders Meeting will commence promptly at 9:00 am, on Friday June 16, 2023 at the Monterey County Jail, 1410 Natividad Rd. Salinas CA 93906, inside the Jail Briefing Room.

This schedule is subject to change as necessary.

3.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of

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any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS EACH CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at <https://www.co.monterey.ca.us/government/departments-administrative-office/contracts-purchasing/solicitation-center>. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County Jaime Ayala, MA III
Contracts & Purchasing Department
1488 Schilling Place
Salinas, CA 93901
PHONE: (831) 783-7047
FAX: (831) 755-4969
Email: AyalaJ@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched, and the answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of CONTRACTOR.**

5.0 SCOPE OF WORK

Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total contract price. However, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

SCOPE OF WORK includes, but is not limited to, the following:

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5.1. Telephone System for Incarcerated Individuals and Youth**5.1.1. General Requirements**

- 5.1.1.1. Contractor shall be responsible for the billing and collection of all completed Incarcerated Individuals/Youth Collect, Prepaid, and Debit calls in accordance with current FCC and CPUC approved tariff rates.
- 5.1.1.2. Contractor shall provide capability for Collect, Prepaid, and Debit calls.
- 5.1.1.3. Contractor shall generate and process Personal Identification Numbers (PINs) within the next best real-time (less than 2 minutes) to update system for Incarcerated Individuals/Youth to begin making calls. Contractor shall describe its PIN generation and processing and include length of time to generate or obtain a PIN.
- 5.1.1.4. Contractor shall have the capability to allow an Authorized Call list or Personal Allowed Number (PAN) list that the Sheriff's Office and Probation Department, at its discretion, will have the flexibility of adding or deleting numbers with no minimums or maximums.
- 5.1.1.5. The Sheriff's Office and Probation Department will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on Collect calls. Contractor shall not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).
- 5.1.1.6. Contractor shall provide two complete (2) System Administrative Console or Workstations onsite for the Sheriff's Office and two (2) complete System Administrative Consoles or Workstations onsite for the Probation Department at no charge. Each Workstation shall include a computer, monitor, printer, and all necessary software to review and monitor phone calls. The computer, printer, monitor, and any other related hardware associated with the consoles shall be new, contemporary models with sufficient processing speed, storage capacity, and other feature functionality to ensure rapid and efficient retrieval data throughout the term of the Agreement.
- 5.1.1.7. The Workstations shall include but not be limited to computer hardware and software, computer memory, disk storage capacity, computer displays, and printers. Contractor shall also provide any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of Incarcerated Individuals/Youth calls. Contractor shall also provide the telecommunications network designed to provide (on-site and/or remote) administration of the Incarcerated Individual and Youth Telephone System.
- 5.1.1.8. At the request of the Sheriff's Office and/or Probation Department, Contractor shall replace any or all Workstation-related components to be received no more than ten (10) calendar days, should equipment be determined by the Sheriff's Office and/or Probation Department as outdated and/or inefficient.
- 5.1.1.9. Contractor shall be responsible for paying for and installing any additional physical plant requirements for the Incarcerated Individual

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and Youth Telephone System (power, security, data, cabling, physical space, HVAC, etc.). Any cabling, wiring, or conduit installed becomes the property of the Sheriff's Office and Probation Department.

- 5.1.1.10. Contractor shall be responsible for obtaining, developing, and implementing the interface requirements (i.e., with Jail Management System, Commissary) required to implement the telephone system and associated services (i.e., PINs, Debit, Interactive Voice Response, etc.). Contractor shall bear all costs of required interface(s). Contractor shall be responsible for any and all costs incurred in conjunction with the implementation of the Telephone System, Services, and Features.
- 5.1.1.11. Provide a detailed Back-Up or Redundancy Plan, as well as a Disaster Recovery Plan and provide its processes, policies, and procedures relating to the preparation of recovery or continuation of the requirements in the Request for Proposal preceding and/or following a natural or human-induced disaster.
- 5.1.1.12. At no cost to Sheriff's Office and Probation Department, Contractor shall move or remove telephones, as well as install additional telephones and monitoring and recording equipment as needed.

5.1.2. System Requirements

- 5.1.2.1. Contractor's system must be of an open architecture to allow ease of integration with existing or future systems that operate on either PC-based networks, mainframes, or other platforms, providing secure anytime, anywhere access. Contractor shall be responsible for any interface costs or upgrades with the Commissary and Jail Management Systems, and any other costs incurred in conjunction with implementing the system and its features.
- 5.1.2.2. Contractor's system shall permit one-way outgoing calls billed to the called party or charged to a prepaid or debit system set up for Incarcerated Individuals/Youth use for the purpose of placing phone calls through this system. The Telephone System shall provide for an automated operator telephone system and shall be capable of providing services by Bill Type (Collect, Prepaid, and Debit) and Call Type (local, intra-LATA, inter-LATA, Interstate, International). Contractor's automated operator telephone system shall also provide prepaid international call services throughout Canada, Mexico, South America, and to overseas destinations.
- 5.1.2.3. Post-Dial delay shall not exceed 15 seconds, and billing shall start after voice recognition has been verified and the called party has accepted the call.
- 5.1.2.4. The system shall have the ability to provide, print, download and e-mail reports on a daily, weekly, monthly, or real time basis. All reports should be selected by any combination of location, PIN/PAN, phone, number dialed, time/date, duration, call type, call status, etc., by Sheriff's Office and Probation Department staff.

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- 5.1.2.5. The system shall have the capability of reverse lookup of phone numbers called to provide call detail. Provide a detailed description of your reverse lookup capability.
- 5.1.2.6. The system shall be fully supported by remote maintenance including remote polling capabilities and system self-diagnostic to create "trouble tickets" when a system problem is discovered.
- 5.1.2.7. The system shall provide full Key Word Search feature that maintains a high level of accuracy (no less than 75% accuracy) as well as adaptability for new updates. The feature shall also automatically transcribe flagged calls and transcribe all other calls including calls on demand using "key word" and "key phrase words" search. Describe in detail your key word and key phrase words search feature, its accuracy, and its capabilities including but not limited to sending phrases with context and exact time on the recording to designated recipients.
- 5.1.2.8. The system shall provide Interactive Voice Response (IVR) in English and Spanish at a minimum. IVR shall provide the caller with information including but not limited to:
 - 5.1.2.8.1. Specific Incarcerated Individual/Youth information, including charges and booked dates
 - 5.1.2.8.2. Facility Address
 - 5.1.2.8.3. Depositing money in Incarcerated Individual's/Youth's account
 - 5.1.2.8.4. Mail Restrictions
 - 5.1.2.8.5. Property Releases
 - 5.1.2.8.6. I-Care package Options
 - 5.1.2.8.7. Phone System
 - 5.1.2.8.8. Connect to Live Person
- 5.1.2.9. The system shall be a true web-based system. The system shall support and interface with web services, integrating Web-based applications using open standards.
- 5.1.2.10. The system's current commonly used browser shall be in web format. It must be true web-based with nothing being installed on the local computer. Contractor shall be willing and able to make system changes to better support the needs of the Sheriff's Office and Probation Department. The proposed system shall operate independently from the Sheriff's Office's and Probation Department's Wide Area Network (WAN) and/or Local Area Network (LAN).
- 5.1.2.11. The system's browser shall have no plug-ins.
- 5.1.2.12. The desired Telephone System phone calls must be capable of being monitored, recorded, and archived (for five years), with the exception of calls made to criminal defense attorneys, including the Monterey County Public Defender, California Bar list and Alternate Public Defender. Calls made to criminal defense attorneys are identified by numbers that have been predetermined and downloaded by the Contractor into the Telephone System.
- 5.1.2.13. Conversely, calls shall be blocked to certain numbers on a system-wide basis and to others on a case-by-case basis, managed by the Sheriff's Office and Probation Department. System-wide blocked calls

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include those to prosecuting attorneys and government officials. These numbers will be predetermined and downloaded by Contractor into the telephone system. Calls to victims and/or witnesses can be blocked on a case-by-case basis by adding specific numbers into the Telephone System.

- 5.1.2.14. The system shall provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate 3-way calls, call forwarding, and/or calls to non-billable numbers. The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Incarcerated Individuals/Youths shall be required to hang up before dialing a new number. The Contractor shall provide a report of a list of offenders.
- 5.1.2.15. The system shall block three-way calling, conference calling, and call forwarding. The system shall not allow any inmate to initiate directly or indirectly the use of third-party service providers, friends, and family to communicate directly with other inmates inside or outside the facility in other incarceration facilities and institutions.
- 5.1.2.16. The system shall have the capability of permitting the called party to block all future calls from the Sheriff's Office and Probation Department. Calls cannot be blocked due to a lack of Local Exchange Carrier (LEC) or Competitive Local Exchange Carrier (CLEC) billing agreements with Contractor. Calls may be blocked to telephone numbers that have unbillable call blocks, or when the customer refuses to pay for approved calls to that number. Unauthorized call attempts shall be flagged, archived (for five years), and alert reports shall be generated.
- 5.1.2.17. The system shall provide the ability to selectively monitor call activity in real-time and initiate appropriate action as necessary. The system shall be capable of retrieving and generating Incarcerated Individuals/Youth unauthorized call activity logs for specified periods.
- 5.1.2.18. The system shall record the content of all telephone connections. Recordings must be selectable by telephone instrument, group of telephone instruments, facility, or called number. Once recorded, the content of the call shall be stored for the life of the contract and for retrieval for a period of five (5) years. The system shall have the capability to transfer the recorded calls to removable media for archiving, or review. The call and video recordings shall be maintained by Contractor and easily accessible by the Sheriff's Office and Probation Department throughout the retention period.
- 5.1.2.19. The system shall be capable of generating a variety of management reports and call detail reports. The system shall be able to identify calls by time, location, specific telephone instrument, Incarcerated Individuals/Youth PIN, or number called. The system shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.
- 5.1.2.20. Contractor shall be responsible for system maintenance records which identify problems that have been encountered, and the reporting of the

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corrective action taken to the Sheriff's Office and Probation Department. Any routine or scheduled maintenance that could affect access to phones, revenue, and/or billing generation shall be conducted during the off-peak hours of 10:00 pm to 06:00 am.

- 5.1.2.21. Automated call instruction/announcements shall be in English and Spanish, and announcement will indicate that the call may be recorded or monitored with active consent from both parties.
- 5.1.2.22. The system shall utilize positive call acceptance and active consent for all touch tone calls and shall allow passive acceptance for rotary dial calls.
- 5.1.2.23. The called party shall be informed of the cost of the call prior to accepting the call, on all types of Collect calls.
- 5.1.2.24. Contractor shall provide system capabilities for protection from power surges and equipment capabilities for protection from power outages.
- 5.1.2.25. Pursuant to California Penal Code 851.5, an arrested person is entitled to three free local telephone calls at the time of booking. The arrestee, if he or she is a custodial parent with responsibility for a minor child, has the right to two additional telephone calls within the local dialing area, or at his or her own expense if outside the local area, for the purpose of arranging for the care of the minor child or children in the parent's absence. Telephones located in the intake area will be configured to allow Incarcerated Individuals to make local calls to landline and cell phones at no cost. Describe how the free calls will be handled, inclusive of custodial rights, and with PIN generation and Voice Biometrics.
- 5.1.2.26. Pursuant to California Welfare and Institutions Code Section 627(b), Youth are entitled to at least two (2) free local telephone calls at the time of booking. Telephones located in the intake area will be configured to allow Youth to make local calls to landline and cell phones at no cost. The Contractor will be required to provide these calls at no cost to the Probation Department and will inform Probation Department what constitutes a local call. The system must allow free calls to the California Relay Service (CRS) to assist hearing-impaired Youth and must also allow Probation Department to specify speed dials.
- 5.1.2.27. The system shall provide for automated turn on and shut off at designated times and system shut off capabilities from designated areas.
- 5.1.2.28. The system shall allow multiple authorized operators simultaneous access while maintaining high level security to prevent unauthorized use and access to the Telephone System.
- 5.1.2.29. Contractor shall provide the maximum number of simultaneous authorized operator access to the system.
- 5.1.2.30. The system shall have the capability to turn telephones on or off remotely throughout the system and have a manual or automated on/off switch in selected locations within each facility. Instruments shall provide the capability to mute the Incarcerated Individuals/Youth's ability to speak to the call recipient until the call is

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accepted, and to disable the telephone keypad during a call. The telephone instruments shall not have any coin return slots.

5.1.3. Telephones

- 5.1.3.1. All telephone instruments shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The phone shall be capable of mounting to cement wall, block wall, stainless steel shrouded columns or protected external enclosures. The instruments shall be suitable for indoor and outdoor installations and have a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle. The instruments shall be utilized for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.
- 5.1.3.2. Telephone instruments shall have touch-tone keypads.
- 5.1.3.3. Telephone instruments shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for jail environments that minimize vandalism and destruction of property. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts, and must be installed in such a manner that no safety hazard is present to the user.
- 5.1.3.4. Telephone devices will be configured with a braided steel receiver cord, the length of which may vary and will be determined by the Sheriff's Office and Probation Department prior to implementation.
- 5.1.3.5. All telephone instruments must be water resistant and fireproof and have key-locked mountings to the wall. All other equipment including outdoor installations must meet Department safety and security standards.
- 5.1.3.6. Contractor's automated operator Telephone System shall be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Currently, there is a TDD Station in the Sheriff's Office Intake/Booking area.
- 5.1.3.7. Contractor shall provide Video Relay Service (VRS) for Deaf or Hard-of-Hearing Incarcerated Individuals and Youth at no cost to the Sheriff's Office and Probation Department. Current vendor currently provides VRS through a partnership with Purple Communications.
- 5.1.3.8. Amplified handsets shall be required in all areas.
- 5.1.3.9. Contractor shall provide all telephones, hardware, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the Sheriff's Office and Probation Department. Contractor shall complete all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed. All electrical equipment must be installed in compliance with National Code requirements. All telephones must be securely fastened to the wall with security hardware approved by the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department reserves the right to pre-approve mounting and installation.

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- 5.1.3.10. Telephone instruments must be line powered such that, the phone does not require separate electrical power at the device.

5.1.4. Call Monitoring/Recording System

- 5.1.4.1. The system shall have a call monitoring and recording system that records every call made by the system and stores retrievable recorded calls for a minimum of five (5) years or as required by current County statutes, or State and Federal regulations.
- 5.1.4.2. The system shall have the capability to disconnect a call that is being monitored, and a secure monitoring platform for remote call monitoring.
- 5.1.4.3. Calls to certain predetermined telephone numbers shall not be recorded. The system must be able to exempt specific telephone numbers from monitoring or recording. The system must be capable of identifying specified telephone numbers as "do not record."
- 5.1.4.4. The recording system shall incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their routine investigations.
- 5.1.4.5. The system shall have the capability, on demand, to store recordings on the hard drive(s) and the recording must be accessible instantly.
- 5.1.4.6. The system should include an alert system that will detect and notify calls made to restricted numbers, calls made by restricted individuals, or calls made from restricted phones.
- 5.1.4.7. The system must provide for the monitoring of live Incarcerated Individuals/Youth calls without any detectable deterioration of call quality or call interruptions.
- 5.1.4.8. The system must have the ability to "fade out" a portion of the monitored conversation to distinguish between the speaking parties. The system must be configured/networked such that all recorded calls may be accessed from any workstation. The system must be configured for both public and private secured networks.

5.1.5. Maintenance and Repairs

- 5.1.5.1. The equipment installed at the Sheriff's Office and Probation Department shall remain the sole and exclusive property of the Contractor. Sheriff's Office and Probation Department will not be responsible for any damage to equipment.
- 5.1.5.2. The Contractor shall provide all necessary labor, parts, materials and transportation to maintain all Incarcerated Individuals/Youth telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.
- 5.1.5.3. The Contractor is responsible for all maintenance and repairs to Incarcerated Individuals/Youth telephones and the Telephone System. A single point of contact with the Contractor, via a toll-free telephone number, an e-mail address, and centralized URL must be established by the Contractor to support all technical and Customer Service

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support for electronic communication including but not limited to Trouble Ticket initiation, Team Notification, updates to and status of trouble ticket resolution and case management trouble ticket close-out, and for reporting all other telephone problems. The toll-free maintenance/repair telephone number, answered by a live operator, shall be available for reporting Incarcerated Individuals/Youth telephone problems twenty-four (24) hours per day, every day of the year.

- 5.1.5.4. Contractor shall provide one (1) full-time Site Administrator/Technician (SAT), who shall be onsite and dedicated to the Sheriff's Office and Probation Department Monday through Friday during Sheriff's Office and Probation Department business hours, and after business hours if working a trouble ticket or deficiency through completion and resolution. The SAT will be responsible for providing administrative and technical support, maintenance, and preventive maintenance on Incarcerated Individual and Youth Telephone System, Tablets, and Video Visitation System.
- 5.1.5.5. Contractor shall have Tier 2 Technical Support to provide real-time access and immediate support to the SAT, when needed.
- 5.1.5.6. Contractor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified Sheriff's Office and Probation Department facilities, readily available for repairs and maintenance of the system. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.
- 5.1.5.7. Contractor shall develop procedures and schedules to conduct monthly Preventive Maintenance on Incarcerated Individual and Youth Telephone System and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Incarcerated Individual and Youth Telephone System and all of its components in good working order, including the performance of Preventive Maintenance.
- 5.1.5.8. Contractor shall be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or Contractor's equipment. When Contractor determines the service provider responsible for failure, then the Contractor shall contact the service provider responsible for failure and jointly resolve the failure at no cost to the Sheriff's Office and/or Probation Department. If the failure is determined to be the fault of Contractor's equipment, hardware, software or wiring, Contractor shall correct the problem at no cost to the Sheriff's Office and/or the Probation Department.
- 5.1.5.9. Contractor shall provide Customer Service support that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

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- 5.1.5.10. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and Probation Department's personnel for the functions of the Incarcerated Individuals/Youth Telephone System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.
- 5.1.5.11. Contractor shall describe how it performs standard system testing to ensure that the Telephone System and its network services are fully implemented and ready to accept telephone traffic for Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Telephone System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.
- 5.1.5.12. Contractor shall be responsible for all maintenance and repairs to the Telephone System.
- 5.1.5.13. Contractor shall provide 24/7/365 support for software and hardware problems and shall adhere to and comply with Exhibit I - Incarcerated Individuals/Youth Telephone System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Telephone System problems. This toll-free maintenance/repair telephone number shall be available for reporting Telephone System problems twenty-four (24) hours per day, every day of the year.
- 5.1.5.13.1. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Telephone System Service Level Agreement in Exhibit I.

5.1.6. Other Associated Services and Service Offerings

- 5.1.6.1. Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks. The Sheriff's Office currently has two Intake/Booking Kiosks and one Lobby Kiosk.
 - 5.1.6.1.1. Contractor shall have managed inventory supply of receipt paper rolls, and inventory supply of primary components that include but not limited to bill acceptors, card readers, coin exchangers, and receipt printers.
 - 5.1.6.1.2. Intake/Booking kiosks shall have single bill feeder to reduce accounting errors and corrections.

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- 5.1.6.1.3. Contractor shall have 24/7 Business Day and After-Hour technical support.
- 5.1.6.1.4. Contractor shall be responsible for interfacing and associated interface costs with the JMS and Commissary systems.
- 5.1.6.1.5. All kiosks shall have the capability to pull full reports to capture data that includes but not limited to deposits, management reports, and maintenance reports.
- 5.1.6.1.6. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Kiosk System Service Level Agreement in Exhibit III.
- 5.1.6.2. Contractor shall provide Investigative Tools at no cost to the Sheriff's Office and Probation Department.
 - 5.1.6.2.1. Contractor shall provide description of Analytical Tools that provide linkages, relationships, associations, and mapping of data points; data mining, data analytics, data visualization; and predictive modeling.
 - 5.1.6.2.2. Contractor shall provide and describe system's capabilities in detail for other investigative tools available for call trace, call history detail, call monitoring without Incarcerated Individuals/Youth or other party detection and recording and other call detail capabilities that can be used to aid investigations related to the detention facilities.
 - 5.1.6.2.3. Contractor shall provide Voice Biometrics (Continuous or Non-Continuous) at no cost to the Sheriff's Office and Probation Department. Voice Biometrics (Continuous or Non-Continuous) shall have a minimal impact on call delay. Contractor shall include in response, the impact on quality of call and length of call.
- 5.1.6.3. Contractor shall provide Virtual Mailroom at no cost to the Sheriff's Office and Probation Department. The Virtual Mailroom shall safely process Incarcerated Individuals/Youth postal mail at an off-site processing center and convert Incarcerated Individuals/Youth postal mail into a high-definition electronic color copy, uploaded into a digital platform. The mail shall be filtered with the Sheriff's Office's and Probation Department's security settings and shall be automatically sent electronically to the Incarcerated Individual/Youth directly via a tablet or kiosk platform. The Virtual mail shall have a searchable database.
- 5.1.6.4. Contractor shall provide a description of other service offerings that include but not limited to Text Messaging.

5.1.7. Leave-Behind Solution

Contractor shall provide a leave-behind solution at the end of the contract term at no cost to the Sheriff's Office and Probation Department. All call detail records, call and visitation recordings, documentation, reports, data, etc. are the property of the Sheriff's Office and Probation Department and shall be provided to the

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Sheriff's Office and Probation Department by Contractor on a secure storage medium and in a usable, user-friendly, searchable electronic format at no cost to the Sheriff's Office and Probation Department within fifteen (15) days following the expiration and/or cancellation of the AGREEMENT. Contractor shall accept Sheriff's Office's reasonable decision whether the solution provided is acceptable. The leave-behind solution shall be easily accessible for seven (7) years after contract end date, and at Sheriff's Office's option, leave behind solution must be located in a Sheriff's Office-designated location(s).

5.1.8. Financial Offer

The potential Contractor shall pay the higher of the Revenue Share (\$/Minute) or Minimum Annual Guarantee (MAG). The Revenue Share (\$/Minute) will be in compliance with FCC and CPUC regulatory laws and stay within allowed limits (currently at \$0.01-\$0.02 per minute).

The potential Contractor shall provide the Sheriff's Office and Probation Department separately, a Minimum Annual Guarantee (MAG) amount that shall be paid to each in equal monthly installments, due and payable in advance on the first business day of each month (except for prorated payment in the event that the Contract begins or ends on a day other than the first day of the month). State the Revenue Share (\$/Minute) Offered and the MAG amount offered, specifying how the MAG amount was determined, how it is reconciled with commissions, and disbursement of adjustment payments, if any.

5.1.9. Interest

If any payments due are not received by the Sheriff's Office and Probation Department within the agreed-upon period, the Sheriff's Office and Probation Department are entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66-day year) calculated from the date payment is due.

5.1.10. Compliance

All rates, fees, and surcharges shall be in compliance with current Federal and State regulatory laws.

5.1.11. Integration of New Telephone System

The potential Contractor shall submit detailed plans for the provision of necessary telephone equipment and the integration of the new Incarcerated Individual and Youth Telephone System, while minimizing the impacts to current telephone system operations. Should potential Contractor elect to utilize existing Telephone Instruments, potential Contractor shall at its own risk, cost, and expense enter into an agreement with Viapath to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current Telephone System and services agreement. The new automated operator Incarcerated Individual and Youth Telephone System and Telephone

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Platform shall become fully operational upon the successful completion of all system integration testing and acceptance by the Sheriff's Office and Probation Department. System integration and acceptance test criteria is as follows: all telephones tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office and Probation Department Project Managers. All telephone installation plans and schedules will be reviewed and approved by the Sheriff's Office and Probation Department's Project Managers, in order to minimize impacts to normal operations.

5.1.12. Project Approach

Contractor shall present an overview, which shall be a narrative description, of the Contractor's proposed plan for providing Incarcerated Individuals/Youth Telephone Services to the Sheriff's Office. The Contractor will provide in full detail, its understanding and response to the Scope of Work.

- 5.1.12.1. Project Control Document (PCD) - Upon effective date of Agreement, Contractor shall create and deliver to the Sheriff's Office, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD shall include the relevant elements of the following:
 - 5.1.1.1.1. Introduction and Executive Summary
 - 5.1.1.1.2. Project Mission & Objectives
 - 5.1.1.1.3. Project Scope
 - 5.1.1.1.4. Implementation Plan and Schedule
 - 5.1.1.1.5. Change Control Plan
 - 5.1.1.1.6. Project Team
 - 5.1.1.1.7. Risk Assessment & Management
- 5.1.12.2. Project Implementation Team
 - 5.1.12.2.1. Contractor shall provide the name, years of service, qualifications, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the Incarcerated Individual and Youth Telephone System installation; and Contractor's Account Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the subsequent Contract(s).
 - 5.1.12.2.2. Contractor shall provide its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members, including the organizational framework for the proposed Project Team and key staff name for each role identified in the chart.

5.1.13. Training/Ongoing Operations

- 5.1.13.1. Contractor shall provide training on the Incarcerated Individuals/Youth telephone workstation features and usage for all workstations at the Sheriff's Office and Probation Department

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facilities. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training should occur no later than 14 days from the "go-live" date, at no cost to the Sheriff's Office and Probation Department.

- 5.1.13.2. Contractor shall offer annual training on Incarcerated Individuals/Youth Telephone Services and any associated service offering.
- 5.1.13.3. Contractor shall provide "refresher training" and training on Incarcerated Individuals/Youth Telephone Service upgrades or any component thereof.
- 5.1.13.4. Contractor will actively engage and participate in regular Bi-Annual Operations Review Meetings.
- 5.1.13.5. Contractor will actively engage in and participate in an annual review of the Contract.

5.1.14. Management Reporting

- 5.1.14.1. Project Status Reports during implementation of system and associated services - Contractor shall prepare and submit Project Status Reports separately to Sheriff's Office and Probation Department. Contractor shall submit such weekly reports which shall, at a minimum, state:
 - 5.1.14.1.1. Period covered by the report
 - 5.1.14.1.2. Project Control Document which includes but not limited to:
 - 5.1.14.1.2.1. Project Implementation Checklist
 - 5.1.14.1.2.2. Project progress and plans
 - 5.1.14.1.2.3. Issues tracking, including deficiencies
 - 5.1.14.1.2.4. Project schedule including work scheduled for completion, which was completed, and work scheduled for completion which was not completed
 - 5.1.14.1.2.5. Updates to the Project Control Document
 - 5.1.14.1.2.6. Project risks identified through the quality assurance process
- 5.1.14.2. Automated Monthly Management Reports – Post-implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting

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on Incarcerated Individual and Youth Telephone System for the prior month. Such reports shall include, but not be limited to, the following:

5.1.14.2.1. Complete Call Detail Reports

5.1.14.2.2. Complete and Detailed Mapping of All Equipment: This report shall include but shall not be limited to information on facility name, address, telephone number, location of phone, installation date, date removed, date reinstalled, and pertinent wiring information. Report shall be updated monthly. Total down time for each phone shall also be included. These reports shall be available to all Workstations.

5.1.14.2.3. Total Calls Completed and Billed Report - Report shall be in summary format by facility and telephone number. Reports shall include the total number of calls, total minutes, amount billed, and shall be broken down by Bill Type: Collect, Prepaid, Debit, and by Call Type: Local, Intralata, Interlata, Interstate, and International calls.

5.1.14.2.4. Total Calls Not Completed Report - Report shall be in summary format, and shall include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), as well as indicating the cause associated with the incompleteness of the calls and an aggregate total of each value.

5.1.14.2.5. Revenue Share Report - This report shall contain the annual or monthly historical contemporary MAG payment and/or Commissions information.

5.1.14.2.6. Summary of System Outages and/or Maintenance Performed Report - Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date and time and who notified the Sheriff's Office and Probation Department.

5.1.14.2.7. Telephone Inspection and Maintenance Log - This report shall be submitted on a quarterly basis.

5.1.14.2.8. Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the Sheriff's Office and Probation Department.

5.1.14.3. Year-End Summary Management Reports - Contractor shall submit Year-End Summary Management Reports to the Sheriff's Office and Probation Department pertaining to the operation of the Contractor's Incarcerated Individual and Youth Telephone System and separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year-End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. are due on the day

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of, or no later than 5:00 pm the next business day following the Contract Annual Review meeting and presentation.

5.1.14.3.1. Annual Operations Report shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and shall also include an aggregate total of each of these values. The reports shall also indicate the Commissions, uncollectibles, and recovered uncollectibles, including any accounts receivables sold during the year.

5.1.14.3.2. Annual Contract Review Report generated for the annual contract review meeting. Within thirty (30) calendar days following the end of each Agreement year, Contractor's Account Manager shall meet with the Sheriff's Office and Probation Department, and present the following:

5.1.14.3.3. Incarcerated Individuals/Youth call activity for the Agreement year

5.1.14.3.4. Compliance with the terms and conditions of the contract

5.1.14.3.5. Recap of any key areas of successes and/or concerns

5.1.14.3.6. Intended strategies for the upcoming contract year.

5.2. Tablet Program and Video Visitation for Incarcerate Individuals and Youth

5.2.1. Tablet Program

- 5.2.1.1. Contractor shall provide on tablets for incarcerated person education, rehabilitation, and reentry programs.
- 5.2.1.2. Contractor shall provide standard, basic content offer, and describe what is included.
- 5.2.1.3. Contractor shall provide a detailed description of the tablet device, the functions, the security features, charging/docking stations, and Wi-Fi system.
- 5.2.1.4. Contractor should be able to provide all incarcerated persons access to free education courses, court ordered and approved courses, self-help, GED prep modules, vocational, spiritual, religious texts, behavioral courses on their tablets, with incarcerated person reward options, for incentive based programing.
- 5.2.1.5. Contractor will work with Programs allowing our local education providers to add content to the tablet with no added cost, we should be able to track the progress of IP, and set up virtual classrooms with specific content with no added costs. Programs should have access to enroll IP in courses and assign courses as part of their sentencing through the tablet system.
- 5.2.1.6. Contractor will provide pre-loaded self-help courses on topics ranging from job interview preparation to substance abuse, and anger management.

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- 5.2.1.7. Contractor will allow Programs Unit to utilize tablet system as a platform for IP's to be able to take a placement test, to help programs unit identify strengths and weaknesses of IP, which will then guide IP to the appropriate lesson.
- 5.2.1.8. Contractor will provide additional incentives for IP to pursue the educational and vocational content. Example: If IP does well in a course, or has been a model IP, they win points, which can be used to tap into music, movies and games on the tablet system.
- 5.2.1.9. The device shall be capable of displaying the most common file formats.
- 5.2.1.10. Tablets shall have, at a minimum, the following security features:
 - 5.2.1.10.1. The device may store limited data across user sessions.
 - 5.2.1.10.2. The device shall be configured for unique user login for certain users.
 - 5.2.1.10.3. The device shall return to a secure baseline configuration upon logout, restart, or reboot.
 - 5.2.1.10.4. The device is capable of tiered-role privileges that distinguish between users and administrators and their authorized functions.
 - 5.2.1.10.5. Access to boot partitions and the root file system are prohibited.
 - 5.2.1.10.6. The device provides no access to macros, scripting or application programming interfaces.
- 5.2.1.11. Tablets shall have the capability to render Sheriff's Office and Probation Department-generated web content including but not limited to websites and streaming media.
- 5.2.1.12. Tablets shall be capable of rendering content on closed networks or secure zones, completely isolated from the internet.
- 5.2.1.13. Tablets shall have capability to connect tablet-to-tablet (Controllable by Sheriff's Office and Probation Department).
- 5.2.1.14. Ear buds shall be initially provided by Contractor at no cost for all tablets and inventory spares. Contractor may charge for subsequent requests for replacement ear buds.
- 5.2.1.15. Contractor shall provide an inventory of tablets onsite at the Sheriff's Office and at the Probation Department to immediately replace broken tablets and shall have an expedient process of returning broken or defective tablets and replenishing inventory at agreed-upon unit quantity levels.
- 5.2.1.16. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Tablets and Video Visitation System Service Level Agreement in Exhibit II.
- 5.2.1.17. Quantity of Tablets Proposal Offer
 - 5.2.1.17.1. Sheriff's Office
 - 5.2.1.17.1.1. Refer to Section 2.3.1.1 of this RFP. The Sheriff's Office prefers, although not required, a 1:1 Inmate to Tablet Ratio and 13 Commander tablets. State the number of tablets offered in proposal and rationale for determining quantity offered.

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5.2.1.17.1.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

5.2.1.17.2. County Probation Department

5.2.1.17.2.1. Refer to Section 2.3.2 of this RFP. The Probation Department requires a minimum of 20 tablets (10 for each unit) and 2 Commander tablets. State number of tablets offered in proposal and rationale for determining quantity offered.

5.2.1.17.2.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

5.2.2. Video Visitation through Tablets

5.2.2.1. Video Visitation Requirements for both Sheriff's Office and Probation Department

5.2.2.1.1. The system shall allow the public to visit Incarcerated Individuals/Youth from their home, as well as from pre-determined visitation centers in designated Sheriff's Office and Probation Department facilities, while being monitored and recorded by Sheriff's Office and Probation Department staff. Attorneys and other approved individuals who require private access to Incarcerated Individuals/Youths will be able to do so through Remote Incarcerated Individuals/Youth Video Visitation without being monitored or recorded. There will be onsite Incarcerated Individuals/Youth Video Visitation terminals as well, for private video sessions with attorneys and other approved individuals. All recordings shall remain the property of the Sheriff's Office and Probation Department. All facets of this project will be mutually agreed upon by Contractor and the Sheriff's Office and Probation Department.

5.2.2.1.2. Both Sheriff's Office and Probation Department have TracNet for their Jail Management System and Aramark for their Commissary. The Contractor will be responsible for a seamless and fully operational interface development and associated costs with 3rd party vendors (Jail Management System or Commissary vendors) and/or Sheriff's Office and Probation Department systems. The Contractor will be required to plan and implement the Video Visitation System, including any integration and/or interfaces, and testing of all required equipment and software relative to the

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- new Video Visitation System, without impacting the normal daily operation of other Sheriff's Office and Probation Department systems.
- 5.2.2.1.3. Contractor shall state all costs, if any, associated with the installation, associated equipment and/or software, furniture, and enclosures, and will include all cost components. The Video Visitation System instruments, software, hardware, and enclosures shall be subject to approval by the Sheriff's Office and Probation Department. The Contractor shall be responsible for any costs for cabling and wiring, network access, project implementation, interface development and installation, and for any other cost incurred in conjunction with implementation of the system and its associated services and features.
- 5.2.2.1.4. Contractor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.
- 5.2.2.1.5. Contractor shall provide a fully functioning, comprehensive and operational hosted, IP-based Video Visitation System using state-of-the-art video compression technology designed specifically for jails, prisons or other incarceration facilities.
- 5.2.2.1.6. The Video Visitation System shall be capable of processing on-site and remote visits at all facilities, allowing visitors to video conference with Incarcerated Individuals/Youths whether visitor is located at a designated Facility property and/or at a remote location.
- 5.2.2.1.7. The Video Visitation System shall be a complete solution for the Sheriff's Office and Probation Department incorporating all major aspects of visitation (e.g., reporting, recording, scheduling, software and hardware, network access, cabling/wiring, system interfaces, etc.) for on-site and remote visitors.
- 5.2.2.1.8. The Video Visitation System shall allow for visitation recording.
- 5.2.2.1.9. The Video Visitation System shall be able to charge the visitor for remote and inter-facility video visits with the Sheriff's Office and Probation Department.
- 5.2.2.1.10. The Video Visitation System shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP/Ethernet. Systems that utilize analog audio/video matrix switching devices are not acceptable.
- 5.2.2.1.11. At no expense to the Sheriff's Office and Probation Department, staff shall be trained by Contractor in the

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- use of the System to facilitate all on site and remote browser-based visitations and to administer the System.
- 5.2.2.1.12. Cabling and wiring, network access, interface, installation, and implementation of the Video Visitation System and associated services and features will be the responsibility and cost of the Contractor. Contractor shall be responsible for providing and implementing a separate network connection (cable, fiber, etc.). Contractor will be responsible for any additional network switches, wiring, and any and all bandwidth required for video visitations.
- 5.2.2.1.13. Cabling, wiring, and other infrastructure will become the property of the Sheriff's Office and Probation Department at the end of the contract term.
- 5.2.2.1.14. Remote visitors will be able to conduct remote visits without having to install or download any software.
- 5.2.2.1.15. Contractor shall provide technical support in both English and Spanish during visitation hours for facility and visitors at no cost to facility.
- 5.2.2.1.16. Software upgrades and system improvements will be provided and implemented at no additional cost to the Sheriff's Office and Probation Department.
- 5.2.2.1.17. The Video Visitation System shall be able to support several web-based applications including, but not limited to, video visitation, Incarcerated Individuals/Youth information, sick request, emergency visit, commissary ordering and Incarcerated Individuals/Youth electronic Email.
- 5.2.2.1.18. The Video Visitation System shall utilize high quality video, H.264 video standard, 64 Kbps- 2 Mbps video transmission speeds, and a wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (176x 144pixels).
- 5.2.2.1.19. The Video Visitation System shall be designed for: up to 30 frames per second of high-quality video at 384+ Kbps, up to 15 frames per second of high-quality video at 64 - 320 Kbps, and constant or variable bit rate and frame rate.
- 5.2.2.1.20. The Video Visitation System shall provide encryptions for all visits.
- 5.2.2.1.21. In-Process Visits shall have a visible countdown timer and a recording notification legibly posted in both English and Spanish
- 5.2.2.1.22. All video visitation station components shall be field-replaceable by facility staff or by the Video Visitation System contractor. All video visitation station components shall be non--proprietary.
- 5.2.2.1.23. The terminal will be able to access the web-based application and be enabled for touch screen inputs.

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- 5.2.2.1.24. The Video Visitation System shall have the option for handset volume control.
- 5.2.2.1.25. All visitation recordings shall be processed and stored at the Sheriff's Office and Probation Department's option and direction: at a remote data center or stored locally within the facility on a separate server environment (will NOT use Sheriff's Office and Probation Department's internal server environment).
- 5.2.2.1.26. The Video Visitation System shall provide software updates free of charge to the Sheriff's Office and Probation Department.
- 5.2.2.1.27. The Video Visitation System shall be a user-friendly, highly graphical, keyboard and mouse-driven application or better.
- 5.2.2.1.28. The Video Visitation System shall be accessible via standard browser to facility users with network access and application privileges.
- 5.2.2.1.29. The Video Visitation System shall be a privilege-based system allowing the assignment of privileges to customizable user's groups and user assignment to specific user groups.
- 5.2.2.1.30. The Video Visitation System shall allow the facility to automatically notify a user(s) and/or user group(s) via Email when a visitation station is added, modified and/or taken offline.
- 5.2.2.1.31. The Video Visitation System will interface with the facility's jail management system (JMS) and provide Sheriff's Office-specific and Probation Department-specific information for tracking Incarcerated Individuals/Youth and visitor activities and patterns. The Video Visitation System shall track all Incarcerated Individuals/Youth housing unit assignments, movements and Incarcerated Individuals/Youth releases to validate scheduled visitation integrity.
- 5.2.2.1.32. The Video Visitation System shall automatically attempt to reschedule all visits associated with the Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has changed housing locations.
- 5.2.2.1.33. Video Visitation System shall automatically cancel all visits associated with an Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has been released.
- 5.2.2.1.34. Video Visitation System shall notify visitor(s) via Email and automated phone message if a visitation has been cancelled.
- 5.2.2.1.35. The Video Visitation System shall allow the Sheriff's Office and Probation Department to require and process pre-screening data to be specified by the facilities, prior to scheduling video visits, to streamline video visits.

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- 5.2.2.1.36. The Video Visitation System shall allow the facilities to manage and schedule internet video visitation, on-premises and off-premises video visitation and non-video visitations with shared or separate quotas, stations, visitation center hours, time slots, and scheduling polices.
- 5.2.2.1.37. The Video Visitation System shall allow the facility to manage personal and professional visitations with shared or separate quotas, stations, visitation center hours, time slots, recording and monitoring rules and scheduling and polices.
- 5.2.2.1.38. The Video Visitation System shall allow the facility to create specific personal and non-recorded professional (Attorney) visitation time slots for internet video visits, on-premises and face-to-face visits.
- 5.2.2.1.39. The Video Visitation System shall allow the facility to determine what types of visits (Internet, on- premises or both) are allowed for each housing unit.
- 5.2.2.1.40. The Video Visitation System shall allow the facility to establish and manage approved visitor lists for the entire facility, only selected housing units or only selected Incarcerated Individuals/Youths.
- 5.2.2.1.41. The Video Visitation System shall provide for an Exclusion List and allow the facility to schedule a "no visitations" event with customizable duration for an Incarcerated Individuals/Youth, station, station group, housing unit and/or visitation center.
- 5.2.2.1.42. The Video Visitation System shall provide authorized Sheriff's Office and Probation Department users the ability to do searches and create reports.
- 5.2.2.1.43. The Video Visitation System shall allow the facility to establish and automatically enforce different Incarcerated Individuals/Youth and visitor quotas for internet video visits, on-premises video visits and face-to-face visits.
- 5.2.2.1.44. The Video Visitation System shall allow the facility to denote a visitor as being a professional visitor.
- 5.2.2.1.45. The Video Visitation System shall automatically start each visit at the designated start time.
- 5.2.2.1.46. Video Visitation System shall allow for real-time visitation monitoring of all video visitations conducted onsite and offsite.
- 5.2.2.1.47. The Video Visitation System shall provide synchronized digital video and audio recording for all visitation sessions.
- 5.2.2.1.48. The Video Visitation System shall automatically attempt to reconnect stations if connectivity is lost.
- 5.2.2.1.49. The Video Visitation System will provide for a Visitation Rules system that allows for configurable

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- rules to be established in order to encourage usage and minimize the number of people in the lobby.
- 5.2.2.1.50. The Video Visitation System will provide the Incarcerated Individuals/Youth with standard information retrieved from the facility's jail management system (i.e., court dates, trust account balances).
- 5.2.2.1.51. The Video Visitation System shall allow the facility to create remote video visitation billing charges.
- 5.2.2.1.52. Video Visitation System must have the ability to differentiate between professional visitors on the approved list and those who aren't on the approved list and non-professional visitors (i.e., allow public defenders and private attorneys on the approved list to have free remote visits, while charging non-professional visitors for remote visits, etc.).
- 5.2.2.1.53. Video Visitation System shall allow the facility to implement a non-refundable processing fee.
- 5.2.2.1.54. Video Visitation System shall allow the facility to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.
- 5.2.2.1.55. Video Visitation System shall dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.
- 5.2.2.1.56. Video Visitation System shall allow authorized facility staff to override or refund visitation charges
- 5.2.2.1.57. The equipment, cabling, wiring, and conduit installed at the Sheriff's Office and Probation Department facilities shall remain the sole and exclusive property of the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department will not be responsible for any damage to the Video Visitation System equipment.
- 5.2.2.1.58. Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all Video Visitation System units, hardware, and related service equipment in good working order and in compliance with equipment manufacturer's specifications throughout the term of the contract.
- 5.2.2.1.59. Contractor shall provide Customer Service support for video visitation system that includes 24/7/365 US-based call center fully owned and operated by the Contractor.
- 5.2.2.1.60. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and

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Probation Department's personnel for the functions of the Hosted Incarcerated Individuals/Youth Video Visitation System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

- 5.2.2.1.61. Contractor shall describe how it performs standard system testing to ensure that the Video Visitation System and its network services are fully implemented and ready to accept visitation traffic and Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Video Visitation System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.
- 5.2.2.1.62. Contractor shall be responsible for all maintenance and repairs to the Video Visitation System.
- 5.2.2.1.63. Contractor shall provide 24/7/365 support for software and hardware problems and shall comply with response times detailed in Exhibit II - Incarcerated Individuals/Youth Tablets and Video Visitation System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Video Visitation System problems. This toll-free maintenance/repair telephone number shall be available for reporting Video Visitation System problems twenty-four (24) hours per day, every day of the year.
- 5.2.2.1.64. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Video Visitation System Service Level Agreement in Exhibit II.
- 5.2.2.1.65. Contractor shall provide and maintain an inventory of spare parts and spare parts kits at specified Sheriff's Office and Probation Department facilities, readily available for repairs and maintenance of the Video Visitation System. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.
- 5.2.2.1.66. The Contractor shall develop procedures and schedules to conduct monthly preventive maintenance on the Video Visitation System and all equipment, and instruments included therein, and preparation of

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- Monthly Maintenance Reports indicating the nature and scope of the preventative maintenance performed. The Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Video Visitation System and all of its components in good working order, including the performance of preventive maintenance.
- 5.2.2.1.67. Contractor shall provide onsite training and all end-user training on the Video Visitation System to designated Sheriff's Office and Probation Department's staff at no additional cost to the Sheriff's Office and Probation Department. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training will occur no later than 14 days from the "go-live" date, at no cost to the Sheriff's Office and Probation Department.
- 5.2.2.1.68. Contractor shall provide training on system upgrades or any component thereof, if any.
- 5.2.2.1.69. Contractor shall provide user manuals to the Sheriff's Office and Probation Department.
- 5.2.2.1.70. Contractor must describe its standard system testing to ensure that the proposed Video Visitation System and associated services are fully implemented and ready to accept visitation traffic and Sheriff's Office and Probation Department's use. This description must include Contractor and industry standard methodologies, procedures, and protocols.
- 5.2.2.1.71. Contractor shall describe what is required of the Sheriff's Office's and Probation Department's personnel during the system testing. All hardware, software, licensing, etc. required to perform the testing must be provided by Contractor to the Sheriff's Office and Probation Department at no cost. System testing will simulate normal operating conditions and include full traffic load representing high traffic situations for visitation traffic.
- 5.2.2.1.72. Annual Review - Within thirty (30) calendar days following the end of the Agreement year, Contractor Project Manager or Senior Management personnel shall meet with the Sheriff's Office and Probation Department (at their discretion) and provide a comprehensive report of Video Visitation System activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This

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shall also include a Contract Review for the preceding year.

5.2.2.1.73. Integration of Video Visitation System - Contractor shall submit detailed plans for the provision of necessary telephone equipment and the new Video Visitation System, while minimizing the impacts to current operations. The new Video Visitation System shall become fully operational upon successful completion of all system testing and acceptance by the Sheriff's Office. System acceptance test criteria is as follows: all Video Visitation System units tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office's Project Manager. All Video Visitation System installation plans and schedules will be reviewed and approved by the Sheriff's Office's Project Manager in order to minimize impacts to normal operations.

5.2.2.2. Project Approach and Management - Contractor shall present an overview, which shall be a narrative description, of Contractor's plan for providing the Video Visitation System to the Sheriff's Office and Probation Department. Contractor shall provide in full detail, its understanding and response to the Scope of Work.

5.2.2.2.1. Implementation Plan and Schedule - Contractor shall provide a detailed Implementation Plan and Schedule. The installation shall include a user testing and acceptance provision for the Sheriff's Office and Probation Department. Time is of the essence in providing a fully functional Incarcerated Individual/Youth video visitation system, and Contractor is required to provide a fully functional system tested and accepted by the Sheriff's Office and Probation Department. At the Sheriff's Office's and Probation Department's discretion, any failure or deficiency within the Vendor's control to provide this service within the agreed-upon implementation schedule provided by the Contractor shall incur a penalty until fully functional. Implementation Plan and Schedule shall include the Summary of management/work plan for this Project and Project Schedule with Project Milestone Dates.

5.2.2.2.2. Project Control Document (PCD) - Upon effective date of Agreement, the Contractor shall create and deliver to the County and Probation Department, Project Control Documents (PCDs) consistent with the Scope of Work. The contents of each PCD shall include the following:

- 5.2.6.1.1.1. Introduction
- 5.2.6.1.1.2. Executive Summary
- 5.2.6.1.1.3. Project Mission and Objectives
- 5.2.6.1.1.4. Project Scope

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- 5.2.6.1.1.5. Work Breakdown Structure
- 5.2.6.1.1.6. Master Project Schedule
- 5.2.6.1.1.7. Change Control Plan
- 5.2.6.1.1.8. Project Team
- 5.2.6.1.1.9. Risk Assessment and Management
- 5.2.6.1.2. Project Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, Project Management certification, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the County and Probation Department's main point of contact during the Video Visitation System installation. Contractor shall provide the names, years of service, educational attainment/degrees, qualifications, addresses and telephone numbers of each member of Contractor's Project Implementation Team, including an Escalation Chart with complete contact information.
- 5.2.6.1.3. Post-Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, address and telephone number(s) for the Contractor's Account Manager, which will be the County and Probation Department's main point of contact during the Contract(s) term.
- 5.2.6.2. Management Reporting
 - 5.2.6.2.1. Project Status Report - Contractor shall submit Project Status Reports during the System Implementation Period separately to the Sheriff's Office and to the Probation Department. The Contractor shall submit such reports to the County and Probation Department Designee on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday, or holiday. The reports shall, at a minimum, state:
 - 5.2.6.2.1.1. Period covered by report
 - 5.2.6.2.1.2. Project progress and plans
 - 5.2.6.2.1.3. Issues tracking, including deficiencies
 - 5.2.6.2.1.4. Project schedule, including work scheduled for completion, which was completed, and work scheduled for completion which was not completed
 - 5.2.6.2.1.5. Updates to Project Control Document
 - 5.2.6.2.1.6. Project risks identified through the quality assurance process
 - 5.2.6.2.1.7. Any other information that the County and Probation Department or may reasonably require
 - 5.2.6.2.2. Monthly Project Report - The Contractor shall submit Monthly Project Reports pertaining to the operation and

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maintenance of the Video Visitation System. Monthly reports shall be for the period including the first day of the month through the last day of the month. Post-implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. The reports shall include, but not be limited to, the following:

- 5.2.6.2.2.1. Incarcerated Individuals/Youth Video Visitation Detail Reports
- 5.2.6.2.2.2. Revenue Share Reports (on Remote Visits)
- 5.2.6.2.2.3. Total Video Visits Completed and Billed Report: Report shall be in summary format by facility.
- 5.2.6.2.2.4. Any Unauthorized Video Visit Activity Detected Report: Report shall be in summary format by facility and shall contain any information available to support the subsequent investigation of such activities.
- 5.2.6.2.2.5. System Outages and/or Maintenance Performed Report: Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date, time and who notified the County and Probation Department.
- 5.2.6.2.2.6. Video Visitation System Inspection and Maintenance Log: This report shall be submitted to the County and Probation Department on a quarterly basis or as required by the County and Probation Department.
- 5.2.6.2.2.7. Contractor's reporting system must have Ad Hoc Query and report capability and

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may require format modification to enhance readability at the request of the County and Probation Department.

- 5.2.6.2.3. Year-End Summary Report - Contractor shall submit Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Contractor's Video Visitation System and separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year-End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The Year-End Summary Report is due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the Video Visitation System for the subject Agreement year.

5.3 Contractor to comply with all Local State and Federal Laws and Regulations

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of 3 years with the option to extend the AGREEMENT for two (2) Additional One (1) Year Periods.
 - 6.1.1 County is not required to state a reason if it elects not to renew.
- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of 90 days prior to the expiration of the AGREEMENT.
 - 6.2.1 Both parties must agree upon rate extension(s) or changes in writing.
- 6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a 30 day written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
 - 7.2.1 You may reference our [Insurance Requirements](#) for additional clarification and samples of required endorsements.

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7.3 CONTRACTOR will be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security (if applicable).

7.3.1 CONTRACTOR shall ensure that a California licensed investigator performed the required State level criminal background check(s) for all staff recommended to the County and must provide proof of such to County prior to the personnel being allowed to work within such County facilities. CONTRACTOR shall be responsible for the cost of these background checks unless otherwise agreed upon in writing by County.

7.3.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include, at a minimum, but not be limited to, the following information in the format indicated:

8.2 CONTENT AND LAYOUT:

Proposer shall submit the following in order of listing:

8.2.1 Executive Summary

8.2.2 Qualifications - Proposer shall list its qualifications to include but not limited to:

8.2.2.1 Years of experience as primary service provider

8.2.2.2 Licenses/Certifications

8.2.2.3 Key Personnel's Names and Experience for:

8.2.2.3.1 Executive Team

8.2.2.3.2 Project Implementation Management

8.2.2.3.3 Ongoing Executive Support

8.2.2.4 Disaster Recovery Plan

8.2.2.5 Notices of previous Violations, if any

8.2.2.6 List of current and/or previous Sheriff's County Offices and Probation Departments in California each, including the ADP and contact information, that are currently using or have used the Proposer's:

8.2.2.6.1 Telephone System, Associated Services and Other Service Offerings – Minimum five (5) clients, more is preferred.

8.2.2.6.2 Tablet Program and Tablets - Minimum five (5) clients, more is preferred.

8.2.2.6.3 Video Visitation System - Minimum five (5) clients, more is preferred.

8.2.3 Technical Proposal for Telephone System and Other Associated Services and Service Offerings, Tablet Program and Tablets, and Video Visitation that includes but not limited to descriptions of:

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- 8.2.3.1 Design, Features, Associated Services and Service Offerings, Technical Components, Integration Capabilities
- 8.2.3.2 Project Methodology and Project Management
- 8.2.3.3 Training – Post-Implementation and Ongoing
- 8.2.3.4 Service and Maintenance Support - Post-Implementation and Ongoing
- 8.2.3.5 Management and Maintenance Reports
- 8.2.4 Proposal Offer
 - 8.2.4.1 Telephone System and Associated Services: Revenue Share in Cents per Minute
 - 8.2.4.2 Tablet Program and Tablets: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate
 - 8.2.4.3 Video Visitation: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate

**Proposal or Qualifications Package Layout;
Organize and Number Sections as Follows:**

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED SCOPE-OF-WORK OR QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	STATEMENT TO SERVICE ENTIRE COUNTY
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING (ATTACHMENT A) & WARRANTY
Section 7	EXCEPTIONS
Section 8	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages that provides the CONTRACTOR’S firm information and contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR’S primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and its age.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). Any proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

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Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 5.0 herein.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provided services like the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency from 2018 up to and including the present day.

Section 4, Statement to Service Entire County:

Include a statement acknowledging which of the following locations your company can provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far South as the San Louis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

Section 5, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to the County's Climate-Friendly Purchasing Policy (Reference: <https://www.co.monterey.ca.us/home/showpublisheddocument?id=22305>)

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 6, Pricing & Warranty:

CONTRACTOR shall submit pricing in a separate sheet

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Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

Section 7, Exceptions:

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION #” (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 8, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

-
- 8.3 ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposal packages shall adhere to one of the two following options:

Hardcopy and one electronic version of the proposal package:

- 8.3.1 Eight (8) sets of the proposal or qualifications package (one original proposal marked “Original” plus seven (7) copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “**RFP #10881**”. In addition, submit one electronic version of the entire proposal or qualifications package on a USB memory stick. Additional copies may be requested by the County at its discretion.
- 8.3.2 Proposal or qualifications packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 8.3.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation except for the Signature Page.
- 8.3.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 8.3.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in

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BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

8.3.5.1 **PLEASE NOTE:** To use this option, CONTRACTORS are required to set up a free account prior to uploading proposals. This will take a few moments; therefore, set up your account at least 24 hours in advance of the bid deadline.

8.4 **CONFIDENTIAL OR PROPRIETARY CONTENT:** All proposals become the property of the County, which is a public agency subject to disclosure requirements of the California Public Records Act (CPRA). If CONTRACTOR'S proprietary information is contained in documents submitted to County, and CONTRACTOR claims that such information falls within one or more CPRA exemptions, CONTRACTOR must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to CONTRACTOR prior to such disclosure. If CONTRACTOR contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Monterey County before the County's deadline for responding to the CPRA request. If CONTRACTOR fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information. CONTRACTOR further agrees that it shall defend, indemnify, and hold County harmless against any claim, action, or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the CONTRACTOR.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10881 and CONTRACTOR'S COMPANY NAME.**
- 9.2 **Mailing Address:** Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 **Due Date:** Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.

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- 9.5** Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any formalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.6** Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 9.7** Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.
- 9.8** CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).
- 9.9** The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.

10.0 SELECTION CRITERIA

- 10.1** The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.

10.2 SELECTION CRITERIA:

As a result of this RFP, the County Sheriff's and Probation Department intend to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County Sheriff's and Probation Department, all evaluation criteria considered. The goal is to award a contract to the bidder(s) that proposes the best quality as determined by the combined weight of the evaluation criteria. At the County Sheriff's and Probation Department's discretion, considerations other than price may factor into a decision as to which services (and product, if applicable) and support provide the best value. Other criteria, however, may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited. Such considerations may include:

The selection criteria include, but are not limited to, the following:

- 9.1.1. Proposer Qualifications
- 9.1.2. System Design, Features, Technical and Integration Capabilities

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- 9.1.3. Project Management
- 9.1.4. Post-Implementation and Ongoing Support
- 9.1.5. Proposal Offer
- 9.1.6. Any Other Relevant Factors

NOTE: Per the Board approved Climate-Friendly Purchasing Policy, the Contracts/Purchasing office will include in the selection criteria “Climate-Friendly Business Practices which facilitate County’s compliance with Climate-Friendly Purchasing Policy” and points will be awarded for ‘Green Certified Businesses’ as well as for climate-friendly business practices outlined in proposal which correlate with County’s policy.

Contracts/Purchasing will also include a section regarding the local preference policy. CP Staff will go over how this will affect your scoring should you have questions about it.

10.2 The selection criteria include the following: **(100 points total)**.

SCORING CRITERIA	Max Possible Score
Experience and references	10
Telephone & Associated Services	30
1. System Design, Features, Other Associated Services and Service Offerings, Technical and Integration Capabilities	
2. Project Management, Methodology and Support, Training, and Ongoing Services	
3. Offer	
Tablet Program and Tablets	30
1. System Design, Features and Technical Capabilities	
2. Project Management, Methodology and Support, and Training	
3. Offer	
Video Visitation System	30
1. System Design, Features and Technical Capabilities	
2. Project Management, Methodology and Support, Training, Ongoing Support	
TOTAL	100

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- 10.3 AGREEMENT award(s) will not be based on cost alone.
- 10.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.
- 10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submits a response that, in the sole opinion of the County, best serves the overall interest of the County.
- 10.6 The award made from this RFP may be subject to approval by the County Board of Supervisors.

11.0 PRICING

- 11.1 CONTRACTOR(s) **Must Create and Submit** an ATTACHMENT A - PRICING SCHEDULE for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in ATTACHMENT A - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 11.3 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.
 - 11.3.1 County will provide a defined scope
 - 11.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- 11.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.
- 11.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
 - 11.5.1 County Department receiving services,
 - 11.5.2 Purchase order number under which the invoice is to be charged,
 - 11.5.3 Services provided,
 - 11.5.4 Dates of services,
- 11.6 Proposals should include any early discounts and/or incentives offered.
- 11.7 Travel/Mileage
 - 11.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.
 - 11.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>

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11.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.

11.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1. General Requirements: Each local supplier funded in whole or in part by County funds, or funds which County expends or administers, shall be eligible for a local preference as provided in this section.
- 12.2. Rights of First Refusal: Each local supplier who is within five percent (5%) of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five (5) business days of the opening of bids, who is within five percent (5%) of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the AGREEMENT.
- 12.3. The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded pursuant to RFQs or requests for quotations, the awarding authority may consider, as one (1) of the factors in determining the most suitable proposal or quotation, whether or not a local supplier submits the proposal or quotation.
- 12.4. Definitions: For the purpose of this section, the following terms have the meanings indicated:
- 12.4.1. "Area" means Monterey County, San Benito County, and Santa Cruz County.
- 12.4.2. "Bid" includes any competitive bid, whether formal or informal.
- 12.4.3. "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five (5) consecutive years.
- 12.4.4. "Supplier" shall mean a business or resident providing goods, supplies, or professional services.
- 12.4.5. "Local Vendor" means a Vendor for which all of the following criteria apply:
- 12.4.5.1. Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area

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when the address is located in an unincorporated area within one of the three counties as defined as “Area”; and

12.4.5.2. Vendor employs at least one full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the “Area”; and

12.4.5.3. Vendor’s business must have been in existence, in Vendor’s name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County; and

12.4.5.4. Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; and

12.4.5.5. If applicable vendor must possess a valid resale license from the California Department of Tax and Fee Administration showing vendor’s local address within the “Area” and evidencing that payment of the local share of the sales tax goes to either a city within the “Area” or to one of the three counties within the defined “Area”.

12.5. Link to County’s Local Preference Policy:

<https://www.co.monterey.ca.us/home/showdocument?id=22313>

13.0 INSURANCE REQUIREMENTS

13.1 Evidence of Coverage:

13.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

13.1.2 This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

13.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies that hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide, or a company of equal financial stability that is approved by the County’s Purchasing Manager.

13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR’S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance including but not limited to premises and operations, including coverage for Bodily Injury and

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Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

(ii) Automobile Insurance Threshold:

Agreement **Over \$100,000** Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

(iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

(iv) Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (tail coverage) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

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13.4 Other Insurance Requirements:

- 13.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 13.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 13.4.3 **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 13.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 13.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR

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to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

You may reference our [Insurance Requirements](#) for additional clarification and samples of required endorsements.

14.0 CONTRACT AWARDS

- 14.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT(S) resulting from this solicitation.
- 14.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 14.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 14.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 14.5 Notification: All CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 14.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

15.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR that submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal that County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

16.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the <https://www.co.monterey.ca.us/home/showdocument?id=81980>. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS

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AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

17.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

18.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County **and may be considered public information under applicable law**. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION", in conformity with the specific requirements set forth in section 8.3, above. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. **As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary.** County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

19.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: _____ Yes _____ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. When CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

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SAMPLE AGREEMENT SECTION

The COUNTY OF MONTEREY STANDARD AGREEMENTS with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at: <https://www.co.monterey.ca.us/home/showdocument?id=81980>

-- End of Sample Agreement Section --

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

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EXHIBIT I

INCARCERATED INDIVIDUAL/YOUTH TELEPHONE SERVICES - SERVICE LEVEL AGREEMENT

I. Definition of Service Level Agreement

A Service Level Agreement (SLA) is an agreement between the Agency(ies) (Sheriff's Office and/or Probation Department) and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the Contractor is required to issue specified credits. The Telephone Services for Incarcerated Individuals and Youth contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential and would apply to each Agency's operations, and the Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance level requested by each Agency. Performance is aggregate-based, meaning that the performance is to be measured at each Agency's hierarchy level (each Agency's billing organization) over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation & Installation	Fully functional Telephone System, tested by Contractor in each Agency's facility. Each Agency will confirm to its satisfaction, that the Telephone System in its respective facilities is fully functional prior to each Agency's acceptance.	30 Business Days
<i>Maintenance:</i>		
Voice Services and Network Access/Transport Services	Availability Call Blockage, Dropped Calls	99.95% .07
Telephones	Operational, working telephones	100%
<i>Management Reports:</i>		
Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports corresponding to each Agency's Telephone Services shall be sent via Email to the respective Agency.	Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the Incarcerated Individual and Youth Telephone System for the subject Agreement year.

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III. Implementation & Installation Penalty

Potential Contractor shall provide each Agency a separate and detailed Implementation Plan and Schedule. The installation shall include a separate user testing and acceptance provision for each Agency. Time is of the essence in providing a fully functional inmate phone system, and the Contractor is required to provide a fully functional system tested and accepted, by each Agency. Each Agency is requiring a thirty (30)-business day implementation schedule for each of its facility(ies). Any failure to provide this service will incur a daily penalty of \$6,720.00 to the Agency affected, until fully functional.

IV. Late Management Reports Penalty

There will be a Late Penalty of \$ 100.00 per day for reports received late, unless prior approval for late delivery by potential Contractor has been granted by the Agency affected.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Contractor shall issue credits for each Service Outage, Problem, or Deficiency to the Agency affected. Contractor shall pay the Agency the total amount of credit due to the Agency within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone and fax numbers, and Email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the Sheriff's Office and Probation Department and the Contractor's on-site Site Administrator/Technician in resolving System Outages, Problems, and other Deficiencies. Contractor must respond to and resolve the following "Severity Levels" in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage (includes Response Time)	Credits Due
Priority Level One	CRITICAL/SEVERE (Includes but not limited to): <ul style="list-style-type: none"> • 25% or more of telephones in a single Housing unit, Module, Dorm, and/or Pod • Multiple Housing units, Modules, Dorms, and/or Pods are not in operation • Multiple phones are not operational • Intake phones are not operational • 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 25% or more of calls dropped in a 24-hour period • Entire system failure Contractor Response Time (Includes acknowledgment, issuance of, and confirmation of Trouble Ticket Number that it is actively being worked): ≤ 30 Minutes	< 6 hours	No Credit
		6 hours - 12 hours	\$75 per hour that component of Telephone System is deficient
		Between 12 hours and 24 hours	\$100 per hour that component of Telephone System is deficient

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	<p>If deficiency indicates that a Tier 2 Technician is needed, a Tier 2 Technician will be on site: ≤ 2 Hours</p> <p>Completion of repairs and Deficiency resolution to the affected Agency's satisfaction is made within 6 hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.</p>	> 24 hours	\$150 per hour that component of Telephone System is deficient
Priority Level Two	<p>MAJOR (Includes but not limited to):</p> <ul style="list-style-type: none"> 10% to 24% of telephones in a single Housing unit, Module, Dorm, and/or Pod are out of service 10% to 24% of calls are dropped in a 24-hour period 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software <p>Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within <u>24</u> hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency or Agency's Designee's initial service request to Contractor.</p>	≤ 24 hours	No Credit
		> 24 hours	\$100 per hour that component of Telephone System is deficient
Priority Level Three	<p>MINOR (Includes but not limited to):</p> <ul style="list-style-type: none"> One of multiple phones in a Housing unit, Module, Dorm, and/or Pod is not in operation, and additional phones are in the area available for Incarcerated Individual or Youth use. Intermittent dropped calls or <10% of calls are dropped Intermittent poor voice quality on calls or <10% of calls experience poor voice quality <p>Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within <u>2</u> business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.</p>	≤ 2 days	No Credit
		> 2 days	\$75 per day that component of Incarcerated Individual and Youth Telephone System is deficient
Priority Level Four	<p>COSMETIC (Includes but not limited to):</p> <p>A telephone is damaged but is capable of completing telephone calls</p> <p>Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to Agency's satisfaction is made within <u>10</u> business days of initial notification to Agency or Agency's Designee, or from Agency's or Agency's Designee's initial service request to Contractor.</p>	≤ 10 days	No Credit
		> 10 days	\$75 per day that component of Incarcerated Individual and Youth Telephone System is deficient or damaged phones are not replaced

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VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as a Telephone System problem, network problem, outage, or other deficiency that has experienced 3 separate trouble tickets opened against it for Availability, by the Agency, the Agency's Designee, or the Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	6	\$900.00
	9	\$1,350.00
	12	\$1,800.00
	>12	\$150.00 per month after 12 th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without penalty to the Agency
Priority Level Two	6	\$600.00
	9	\$900.00
	12	5% of Monthly Revenue Commissions
	>12	\$100.00 per month after 12 th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without penalty to the Agency

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EXHIBIT II

INCARCERATED INDIVIDUALS AND YOUTH TABLETS and VIDEO VISITATION SYSTEM - SERVICE LEVEL AGREEMENT

I. Definition of Service Level Agreement

A Service Level Agreement (SLA) is an agreement between the Agency(is) (Sheriff's Office and/or Probation Department) and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the contractor is required to issue specified credits.

The Incarcerated Individual and Youth Video Visitation System contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to each Agency's operations. The Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance levels. Performance is aggregate-based, meaning that the performance is to be measured over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation and Installation	Fully functional Incarcerated Individual and Youth Video Visitation System, tested and accepted by the Sheriff's Office and Probation Department	45 Business Days
Maintenance Video Visitation Services and Associated Network Access/Transport Services	<ul style="list-style-type: none"> • Video Quality (No Video Blockage, No Dropped Video Visitation Sessions) • Scheduling Software Availability 	99.95%
Tablets (Not used for Video Visitation)	Operational, working units	100%
Video Visitation Units (Tablets)	Operational, working units	100%
Management Reports Monthly Project Reports, Monthly System Management Reports and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports corresponding to each Agency's Telephone Services shall be sent via Email to the respective Agency	<p>Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on VVS for the prior month</p> <p>Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the VVS for the subject Agreement year</p>

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III. Implementation and Installation Penalty

Potential Contractor shall provide each Agency a separate and detailed Implementation Plan and Schedule, corresponding to each Agency. The installation will include a user testing and acceptance provision for each Agency. Time is of the essence in providing a fully functional inmate phone system, and the potential Contractor is required to provide a fully functional system, tested and accepted by each Agency. Each Agency is requiring a forty-five (45)-business day implementation schedule for each of its facility(ies). Any failure to provide this service may incur a daily penalty of \$750.00 to the Agency affected, until fully functional.

IV. Late Management Reports Penalty

There will be a Late Penalty of \$ 100.00 per day for reports received late, unless prior approval for late delivery by Contractor has been granted by the Agency affected.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. The Contractor shall issue credits for each Service Outage, Problem, or Deficiency. Contractor shall pay the Agency the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and Email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the Agency or the Agency's Designee in resolving System Outages, Problems, and other Deficiencies. The Contractor shall respond to and resolve the following "Severity Levels" in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

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Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level One	<p>CRITICAL/SEVERE (Includes but not limited to):</p> <ul style="list-style-type: none"> Entire system failure 50% or more of an Agency's Video Visitation System (at any one area) is out of service One entire Video Visitation Room, Housing Unit, Module, Dorm, and/or Pod is not in operation or one Video Visitation System unit is not operational 50% or more of Video Visitation sessions placed in a 24-hour period experience poor Video Visitation session quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software 50% or more of Video Visitation sessions are dropped in a 24-hour period Inventory of Tablets used for both Video Visitation and Non-Video Visitation is depleted <p>Response time, technician on site, and completion of repairs and Deficiency resolution to Agency's satisfaction is made within 6 hours of initial notification to Agency or Agency's Designee by Contractor or from Agency's or Agency's Designee's initial service request to Contractor.</p> <p>Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling and wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 72 hours.</p>	≤ 4 hours	No Credit
		Between 4 hours and 12 hours	\$75 per hour that component of VVS is deficient (includes network access and cabling and wiring)
		Between 12 hours and 24 hours	\$150 per day that Inventory of Tablets is depleted
		> 24 hours	\$200 per hour that component of VVS is deficient (includes network access and cabling and wiring)
Priority Level Two	<p>MAJOR (Includes but not limited to):</p> <ul style="list-style-type: none"> 25% to 49% of a an Agency's Video Visitation System in a Video Visitation Room, Housing unit, Module, and/or Pod is out of service, and/or 25% to 49% of Video Visitation sessions are dropped in a 24-hour period 25% to 49% or more of calls placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software <p>Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within <u>24</u> hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.</p> <p>The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 72 hours.</p>	≤ 24 hours	No Credit
		> 24 hours	\$150 per hour that component of VVS is deficient (includes network access and cabling and wiring)

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Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level Three	<p>MINOR (Includes but not limited to):</p> <ul style="list-style-type: none"> One of multiple Video Visitation units in a Video Visitation Room, Housing unit, Module, Dorm, and/or Pod is not in operation, and additional units are in area available for inmate use Intermittent dropped Video Visitation sessions or <25% of Video Visitation sessions are dropped and Intermittent poor Video Visitation session quality on sessions or <25% of sessions experience poor visual and audio quality <25% of a Agency's Video Visitation System is out of service <25% or more of Video Visitation visits placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software <p>Response time, completion of repairs and Deficiency resolution to Agency's satisfaction is made within <u>2</u> business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.</p> <p>The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 5 business days.</p>	≤ 2 days	No Credit
		> 2 days	\$75 per day that component of VVS is deficient (includes network access and cabling and wiring)
		> 2 days	\$150 per day that component of VVS is deficient (includes network access and cabling and wiring)
Priority Level Four	<p>COSMETIC (Includes but not limited to):</p> <ul style="list-style-type: none"> A Video Visitation unit is damaged but is capable of completing Video Visitation sessions Video Visitation System enclosure, furniture, hardware, or other equipment is damaged, but VVS is still capable of completing Video Visitation sessions <p>Response time, completion of repairs and Deficiency resolution to Agency's satisfaction is made within <u>10</u> business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.</p> <p>The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 15 business days.</p>	≤ 10 days	No Credit
		> 10 days	\$75 per day that component of VVS is deficient or damaged VVS units are not replaced

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VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as a Video Visitation System problem, associated network problem, outage or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the Agency, the Agency's Designee, or the Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	6	25% of Average Monthly Gross Revenue
	>6	Replacement of the VVS in its entirety or its individual components, including network access and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Levels Two and Three	6	10% of Average Monthly Gross Revenue
	9	15% of Average Monthly Gross Revenue
	12	25% of Average Monthly Gross Revenue
	>12	Replacement of the VVS in its entirety or its individual components, including network access, and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty

EXHIBIT III

INCARCERATED INDIVIDUAL/YOUTH KIOSKS - SERVICE LEVEL AGREEMENT

I. Introduction

The purpose of this document is to define the processes and procedures to be followed by the Contractor to meet the Service Level Agreements outlined herein between the Contractor and the Agency(ies) (Sheriff's Office and Probation Department). The Service Level Agreement shall be utilized by the Contractor to report agreed, measurable criteria for Automated Payment Services ("Kiosks") that they commit to provide to the Agency(ies). The Contractor shall measure, collect, record and provide its service performance results beginning on the effective date of the contract and continuing until such time as modified or cancelled by all parties to the contract. The Contractor understands that the Service Level Agreement (SLA) requirements may change in the future as the needs of service evolve.

II. SCOPE

The Contractor shall perform all Services represented in the Service Level Agreement contained herein at or better than the minimum level of performance set forth and shall make an effort to achieve and maintain the target levels of performance. The Contractor's goal is to provide exceptional service in all areas identified.

III. CONTRACTOR ROLES & RESPONSIBILITIES

- Perform preventive and ongoing maintenance, including but not limited to changing receipt paper and ink, clearing paper and coin jams, minor repair, and maintaining appropriate inventory levels of parts and materials.
- Monitor, measure, and report performance against the Service Level Agreements
- Measure all Service Levels sufficient to provide detailed, justified explanations of reported results.
- Report performance to the respective Agency (Sheriff's Office and/or Probation Department) or each Agency's Designee on a monthly basis.
- Promptly investigate and remediate failures and deficiencies
- Minimize reoccurrences of all performance-related failures for which it is responsible
- Report any problems to the Agency affected that appear likely to result in a failure to meet a Service Level Agreement requirement
- Establish a Management team/structure, processes, and procedures to ensure effective management of Service Level Agreement and coordinate processes and procedures that impact the County
- Designate a Contractor Representative who has the overall responsibility for delivery of the Services. The designated Representative shall:
 - Manage the maintenance tasks and conduct technical and operational escalations
 - Provide management and resolution of identified problems
 - Resolve and address operational delivery issues
 - Ensure adherence to performance targets
 - Be responsible for overseeing service quality and incident management
 - Function as the primary point of contact/interface with the Sheriff's Office and Probation Department for SLA performance, management, and problem resolution

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IV. SERVICE LEVEL AGREEMENT

#1: SYSTEM (SERVER) AVAILABILITY – SYSTEM INFRASTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	System Infrastructure and Services Availability
Service Level Objective	To ensure that the system infrastructure equipment (e.g. servers, storage, kiosks, peripheral equipment, etc.) is available for use by each Agency's users and Incarcerated Individuals/Youth (if applicable) during scheduled hours of availability.
Service Level Definition	The system infrastructure includes all file, database, web, imaging, application and support servers, SANs, storage devices, backup systems, kiosks and associated peripheral equipment necessary to process, store, and preserve electronic data and information. Availability means all components of the systems infrastructure are ready for use, accessible by users and customers, and are operational to perform their assigned function. Contractor shall ensure qualified technical staff are available both during normal business hours (08:00 AM – 5:00 PM Pacific Standard Time) and during non-business hours, excluding planned maintenance or previously scheduled maintenance periods. Contractor staff shall work with each Agency's staff to resolve unexpected issues which impede the ability to perform necessary and time-sensitive work
Service Measurement	Availability
Metric Description	The percent of availability of combined system infrastructure services. The system infrastructure elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency, which may differ by Agency. The metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all servers/SANs/storage equipment/kiosks/peripheral equipment performing or supporting Automated Payment Services. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall reduce the percent availability. Degraded operations shall be reported as an individual category but shall be counted as non-availability.
Metric Exclusions	Maintenance Period: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. Planned Special Outages: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level Commitment	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day)/kiosk
Target (Expected) Service Level Commitment	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = $(900 \text{ minutes} - (\text{Downtime or degradation of services in minutes and seconds}) / 900) * 100$ Daily % Availability Per Facility/Location = $\text{Sum of total up time minutes per each kiosk in a facility} / 900 * \text{total number of kiosks in a Facility/Location}$ Sample calculation: Assume 50 Kiosks installed/operational – 1. Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured $(884.3 / 900) * 100 = .9825 * 100 = 98.25\%$ 2. Facility/Location Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes Daily Uptime = $[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900) * 100$ = $[27000 + 8990 + 8055 + 885] / 45000 * 100$ = $[44930/45000] * 100$ = $.9984 * 100 = 99.84\%$
Reports and Reporting Format/s	<u>Preferred Format:</u> PDF. Report format to be mutually agreed to between Contractor and each Agency. Report should identify overall system infrastructure availability and the system infrastructure availability of individual equipment groups (e.g. servers, SANs, etc.). <u>Report Elements:</u> To be proposed by the Contractor to each Agency and approved separately by

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	<p>each Agency. Information provided shall, at a minimum, include the actual uptime in minutes per Kiosk, the % uptime per Kiosk, for each day with a total uptime and % uptime shown for all kiosks within a Facility/Location by day for the month.</p> <p><u>Detailed Exclusion Report:</u> To be proposed by the Contractor to each Agency and approved by separately by each Agency</p>
Measurement Window	Daily per Kiosk during each Agency's established operational hours (currently 06:00 AM – 21:00 PM daily)
Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured
#2: NETWORK AVAILABILITY – NETWORK INFRASTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	Network Infrastructure and Services Availability
Service Level Objective	To ensure that the Contractor managed network infrastructure and services are available for use during scheduled hours of availability.
Service Level Definition	<p>The Contractor managed network infrastructure and services includes the routers, switches, repeaters, and all components needed to transport data between network site boundaries (kiosks) and the Contractor's site. Availability means the network infrastructure and services are available for use and are fully accessible and operational. Infrastructure and services include but are not limited to all network-related infrastructures necessary to make kiosks functional and usable.</p> <p>Note: Services shall have availability equal to or greater than the Service Level</p>
Service Measurement	Availability
Metric Description	<p>The percent of availability of combined MAN/WAN/Internet Services</p> <p>The network infrastructure and services elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency. Those required operational hours differ by Agency, but the metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.</p>
Metric Inclusions	Includes all network infrastructure equipment and services performing or supporting Automated Payment Services direct or support operations. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall negatively impact the percent availability. Degraded operations shall be reported as an individual category and shall be counted as non-availability.
Metric Exclusions	<p>Maintenance Period: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system.</p> <p>Planned Special Outages: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.</p>
Minimum Service Level	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day) per kiosk
Target (Expected) Service Level	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	<p>Daily % Availability Per Kiosk = $(900 \text{ minutes} - (\text{Downtime or degradation of services in minutes and seconds}) / 900) * 100$</p> <p>Daily % Availability Per Facility/Location = $\text{Sum of total up time minutes per each kiosk in an Facility/Location} / 900 * \text{total number of kiosks in an Facility/Location} * 100$</p> <p><u>Sample calculation:</u> Assume 50 Kiosks installed/operational –</p>

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	<p>7.0 Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured</p> $(884.3 / 900) * 100 = .9825 * 100 = 98.25\%$ <p>8.0 Facility/Locational Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes</p> $\text{Daily Uptime} = \frac{[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)]}{(50 * 900)} * 100$ $= \frac{[27000 + 8990 + 8055 + 885]}{45000} * 100$ $= \frac{44930}{45000} * 100$ $= .9984 * 100 = 99.84\%$
Reports and Reporting Format/s	<p><u>Preferred Format:</u> PDF. Report format to be mutually agreed to between Contractor and each Agency. Report should identify overall network infrastructure availability, and any individual network components (if applicable).</p> <p><u>Report Elements:</u> To be proposed by the Contractor to each Agency and approved separately by each Agency. Information provided shall, at a minimum, include the actual uptime in minutes per Kiosk, the % uptime per Kiosk, for each day with a total uptime and % uptime shown for all kiosks within a Facility/Location by day for the month.</p> <p><u>Detailed Exclusion Report:</u> To be proposed by the Contractor to each Agency and approved by separately by each Agency</p>
Measurement Window	Daily per Kiosk during Sheriff's Office and Probation Department established operational hours (currently 06:00 AM – 21:00 PM daily)
Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured
#3: CHANGE MANAGEMENT AND TROUBLE TICKET RESPONSE – RESOLUTION RESPONSE	
Service Level Category	Infrastructure and Systems Change Management; and Problem Management and Resolution Response
Service Level Objective	<ul style="list-style-type: none"> Change Management Service Request Management To respond to customer requests for technical assistance in a timely manner and take the necessary action to accurately resolve issues or to escalate resolution of those issues when required.
Service Level Definition	<p>Contractor shall provide customer support during all periods of authorized Kiosk access, 365 days per year. Service level Agreements shall apply during all periods of authorized Kiosk access hours for all problem categories. Service level objectives and Agreements shall be:</p> <ul style="list-style-type: none"> Respond to all service calls. Resolve issues as accurately as possible within the following timeframes (Includes response time, travel time {if applicable}, resolution time): <ul style="list-style-type: none"> Level 1 (Urgent) – 4 Business Hours Level 2 (High) – 8 Business Hours Level 3 (Medium) – 2 business days Level 4 (Low) – 10 business days Close (with confirmation) 95% of Levels 1-2 priority issues, 80% Level 3 priority, and 75% Level 4 priority issues within specified timeframes excluding issues requiring Contractor repair or resolution. Track and report closure times for all issues requiring Contractor repair or resolution. The time to complete change requests from request to fulfillment and operability shall not exceed the Service Level For purposes of this Service Level, Change Management includes but is not limited to inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates

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	<p>Problems shall be reported to the Contractor Support Help Desk and shall be recorded for tracking and management. Priority definitions include but not limited to:</p> <ul style="list-style-type: none"> • Level 1 – Application or Service is inaccessible (i.e., network is down), Kiosk is down and inaccessible, administrative information is incorrect and preventing service. • Level 2 – Application or Service is intermittently inaccessible, administrative information is incorrect causing intermittent service, and/or logon/password requires resetting or reissue, change requests that affect service or access to the Kiosk or network, network diagnostics critical to service. • Level 3 - Question or information requests, change requests that do not affect service or access to the Kiosk or network, inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates. • Level 4 – Cosmetic or other deficiencies that do not negatively affect or slow down service and/or access to the kiosk and/or network. Level 4 priority items shall be escalated to Level 3 priority after 10 business days. <p>Based on the priority and aging of problems reported, support shall be escalated within the Contractor hierarchy for all problems not resolved within 5 business days. The Contractor shall identify the escalation process and individuals.</p> <p>Note: Services shall have availability equal to or greater than the Service Level</p>
Service Measurement	Percent resolution within Service Level timeframes and timeliness for Change Management.
Metric Description	<ul style="list-style-type: none"> • The percent of problems assigned and resolved by priority within agreed service level Agreements. • Timeliness for Change Management Services is defined as the time (business hours/days) required to successfully receive, process, and implement a change to the access control list, installed rule base, network diagnostics, equipment service, and software and/or configuration updates.
Metric Inclusions	<ul style="list-style-type: none"> • All reported problem tickets • Agency configurations <ul style="list-style-type: none"> ❖ Actions included: <ul style="list-style-type: none"> ○ Time required to complete a change request from receipt to operability ○ Time required to update the installed rule base or administration/access control list updates ○ Time required to perform network diagnostics [to trouble-shoot] ○ Time required to perform equipment service ○ Time required to implement software updates ○ Time required to implement configuration updates
Metric Exclusions	<ul style="list-style-type: none"> • For Trouble Tickets: None • For Change Management: <ul style="list-style-type: none"> ❖ Orders for new services requiring purchase of hardware or software ❖ Exclusion Time: <ul style="list-style-type: none"> ○ None – the time required for change approval and scheduling shall be considered part of the metric measurement and service level time.
Minimum Service Level	<ul style="list-style-type: none"> • Level 1 (Urgent) – 4 business hours • Level 2 (High) – 8 business hours • Level 3 (Medium) – 2 business days • Level 4 (Low) – 10 business days
Reports and Reporting Format/s	<p><u>Preferred Format:</u> PDF. Report format to be mutually agreed to between Contractor and each Agency</p> <p><u>Report Elements:</u> Header to include Target SL, Minimum SL, Total Number of Changes, Total Number of Changes that Missed the Target Service Level, Total Number of Changes that Missed the Minimum Service Level; Detail for changes that exceeded three days to include Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change</p>

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	Approval and Implementation, Time to Complete [in days], Minimum SL achieved [Yes/No], Target SL achieved [Yes/No]; Sorted by Device Type <u>Detailed Exclusion Report</u> : Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Reason for Exclusion; Sorted by Device Type; Summarized by a Count of Excluded Changes
Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured

CREDITS

Credit	<p>The Agency affected shall receive a credit if the Contractor fails to meet the minimum service level commitments. That credit shall be payable to the Agency within 30 business days of the date of the monthly service level report. The credit is assessed on a per Facility/Location basis when the Contractor fails to meet minimum service level commitments for System Infrastructure and Services Availability or Network Infrastructure and Services Availability or for both as follows:</p> <ol style="list-style-type: none"> 1. Minimum Service Level Commitment not met per Facility/Location for 2 days or less in a Month – WARNING 2. Minimum Service Level Commitment not met for more than 2 and up to 5 days in a Month - \$2,000 per occurrence (facility/location) up to a maximum of \$20,000 per month (for all Facility/Locations) 3. Minimum Service Level Commitment not met for more than 5 days in a Month - \$4,000 per occurrence (facility/location) up to a maximum of \$40,000 per month (for all Facility/Locations). 4. Any combination of 2 and 3 above shall result in - per occurrence charge per Facility/Location in accordance with the requirements in item 2 or 3 above with a maximum charge not to exceed \$40,000 per month (for all facilities/locations)
Liquidated Damages	Contractor shall pay Liquidated Damages equivalent to \$150 per hour per to affected Agency's staff pulled to process cash deposits, due to Kiosks being inoperable or down.
Chronic/Systemic	<p>If chronic or systemic problems persist in failure to meet minimum standard for three or more consecutive months, the Contractor shall be required to develop a corrective action plan to resolve the problems, agreed to by the affected Agency.</p> <p>Failure to develop a corrective action plan to resolve the problems, or continued failure to meet minimum service level standards after corrective action plan is implemented will result in the affected Agency's exercise of other available options, up to and including termination of the contract.</p>

ATTACHMENT A: PRICING SCHEDULE

CONTRACTOR Shall Enter applicable pricing table/fee schedule here.

-- End of Attachment A --

ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy,” adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify it meets the definition of “Local Vendor” as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify, in writing herein, that it meets all of the criteria listed within the policy, which can be accessed online at the following link: <https://www.co.monterey.ca.us/home/showdocument?id=22313>.

“Local Vendor” is defined as follows:

1. Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties as defined as “Area”; **and**
2. Vendor employs at least one full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the “Area”; **and**
3. Vendor’s business must have been in existence, in Vendor’s name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County; **and**
4. Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; **and**
5. If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor’s local address within the “Area” and evidencing that payment of the local share of the sales tax goes to either a city within the “Area” or to one of the three counties within the defined “Area”.

County shall not be responsible or required to verify the accuracy or any such certifications and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

As per the policy: "**Area**" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note: If applicable your organization must possess a valid resale license from the California

RFP 10881 Telephone Services, Tablet Program and Video Visitation Draft FINAL

Department of Tax and Fee Administration showing its local address within the “Area” and evidencing that payment of the local share of the sales tax goes to either a city within the “Area” or to one (1) of the three (3) counties within the defined “Area.”

On behalf of my business entity (i.e., organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County’s Local Preference Policy for the procurement in question.

Business Legal Name (and dba name if any): _____

Business Address: _____

City: _____ *State:* _____ *Zip Code:* _____

Signature of Authorized Representative: _____ *Date:* _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ *E-Mail:* _____

This form must be submitted within a bidder’s proposal or qualifications package in order for the County to apply the applicable local preference.

Bidders who do not qualify as a local business as per the policy should not submit this form.

-- End of Attachment B --

RFP 10881 Telephone Services, Tablet Program and Video Visitation Draft FINAL

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10881
ISSUE DATE: June 1st, 2023



RFP TITLE: Telephone, Tablet & Visitation Services

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON July 17, 2023

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Jaime Ayala, EMAIL AyalaJ@CO.MONTEREY.CA.US (831) 783 - 7047

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 7 copies, + 1 USB):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division



DATE: June 30, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff’s Office and County of Monterey Probation Department

ADDENDUM #1

TO: All Interested Proposers

SUBJECT: Changes to Section 3.0 Calendar of Events

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #1.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
County of Monterey - County Administrative Office
1488 Schilling Place, Salinas CA 93901
Phone: (831) 783-7047

AyalaJ@co.monterey.ca.us

Company Representative

Date



County of Monterey
RFP 10881 Telephone, Tablet, Video Visitation System

This addendum changes the Proposal due date submission with a date extension, as well as adding a date for the top two selected vendor to provide a brief presentation.

CHANGES IN SECTION 3.0 CALENDAR OF EVENTS

- 3.4 Proposal Submittal Deadline 3:00 p.m., PST, Monday, July 31, 2023**
- 3.4.1 Short List Vendor Presentations 8:00 a.m., PST, Tuesday August 15th 2023**
- 3.5 Estimated Notification of Selection September 2023**
- 3.6 Estimated AGREEMENT Date October 2023**

ALL OTHER SECTIONS IN RFP REMAIN UNCHANGED

COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division



DATE: July 14, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff’s Office and County of Monterey Probation Department

ADDENDUM #2

TO: All Interested Proposers

SUBJECT: Questions submitted prior to the deadline & Responses to these.

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #2.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
County of Monterey - County Administrative Office
1488 Schilling Place, Salinas CA 93901
Phone: (831) 783-7047
AyalaJ@co.monterey.ca.us

Company Representative

Date

This addendum addresses all questions submitted prior to the deadline, and County of Monterey's associated responses to these questions.

1. ***Amend RFP to add Section 5.1.6.5 to RFP: "Sheriff's Office shall provide or partner with a provider to offer a Biometric Process to monitor the health of inmates and include a description and additional cost or financial impact to offer."***
2. ***Amend Section 6.1 of RFP to read: "The term of the AGREEMENT(s) will be for a period of five (5) years with the option to extend the AGREEMENT for two (2) Additional One (1)-Year Periods."***
3. ***Amend RFP to add Section 5.1.6.5: "Contractor shall provide Debit Release Cards that shall also function as credit cards that can be used outside of the facilities. Contractor shall disclose and provide the maximum period of time allowed after the incarcerated person's release, before fees are incurred. Contractor shall provide instruction sheets for card use, fees, and any other necessary information for the incarcerated person."***
4. ***Amend Section 5.2.1.1 to read: "Contractor shall provide tablets for Incarcerated Person's/Youth's education, rehabilitation, and reentry programs. The tablets shall also include access to ADA information and programs and Systems Law Library content."***
5. ***Amend Section 2.3.2 Probation Department Tablet Program and Video Visitation to add the sentence: "The Probation Department prefers a 1:1 Tablet to Youth ratio."***
6. ***Amend Section 10.2 to add "Offer" evaluation criteria component under "Video Visitation System."***
7. How much time can the Incarcerated Person use the phones or tablets, and can it be increased?

The phones and tablets are shut off between 11:00 pm and 7:00 am. This is sufficient time for phone or tablet use.

8. Docking Stations at Youth Center
 - How many current in all locations?
 - How many would Probation Department like?

There are currently five docking stations in Youth Center. Probation Department would like six double charging/docking stations (2 tablets per station) for the Youth Center: one in each of the four housing units, one in the day room, and one in the interview room (adjacent to the control room).

For Juvenile Hall there are currently five docking stations, and the Probation Department would like six double charging/docking stations (2 tablets per station) for the Juvenile Hall: one in each of the four housing units, one in the main day/visitation room, and one in the booking/holding area.

9. RFP p. 6 section 2.2.1 provides calls and minutes for 12 months. Could you please provide this information broken down by month and by call type, and also provide revenue information? Or, please fill out the table below.

The Sheriff's Office is unable to provide in time, the level of detail requested (usage data broken down by month and by call type, and revenue information). Since time is of the essence, the recent three months' calls and minutes broken down by call type, bill type, revenue, and commissions for the Sheriff's Office have been provided:

March 2023 Commissions Report

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	%Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	16,300	31.54%	186,594	35.16%	\$13,061.58	34.36%	\$0.010 per minute	\$1,865.94
Advance Pay Intrastate Interlata	361	0.70%	4,385	0.83%	\$306.95	0.81%	\$0.010 per minute	\$43.85
Advance Pay Intrastate Intralata	140	0.27%	2,019	0.38%	\$141.33	0.37%	\$0.010 per minute	\$20.19
Advance Pay Local	73	0.14%	934	0.18%	\$65.38	0.17%	\$0.010 per minute	\$9.34
Advance Pay Mexico	97	0.19%	438	0.08%	\$92.81	0.24%	\$0.010 per minute	\$4.38
Advance Pay One Call Interstate Interlata	1,298	2.51%	17,597	3.32%	\$1,231.79	3.24%	\$0.010 per minute	\$175.97
Advance Pay One Call Intrastate Interlata	11	0.02%	183	0.03%	\$12.81	0.03%	\$0.010 per minute	\$1.83
Advance Pay One Call Intrastate Intralata	7	0.01%	107	0.02%	\$7.49	0.02%	\$0.010 per minute	\$1.07
Collect Interstate Interlata	115	0.22%	726	0.14%	\$50.82	0.13%	\$0.010 per minute	\$7.26
Collect Intrastate Interlata	55	0.11%	323	0.06%	\$22.61	0.06%	\$0.010 per minute	\$3.23
Collect Intrastate Intralata	29	0.06%	126	0.02%	\$8.82	0.02%	\$0.010 per minute	\$1.26
Collect Local	14	0.03%	47	0.01%	\$3.29	0.01%	\$0.010 per minute	\$0.47
Debit Canada	14	0.03%	80	0.02%	\$16.87	0.04%	\$0.010 per minute	\$0.80
Debit Interstate Interlata	31,609	61.16%	302,087	56.92%	\$21,146.09	55.63%	\$0.010 per minute	\$3,020.87
Debit Intrastate Interlata	290	0.56%	2,173	0.41%	\$152.11	0.40%	\$0.010 per minute	\$21.73
Debit Intrastate Intralata	447	0.86%	5,466	1.03%	\$382.62	1.01%	\$0.010 per minute	\$54.66
Debit Local	280	0.54%	2,995	0.56%	\$209.65	0.55%	\$0.010 per minute	\$29.95
Debit Mexico	332	0.64%	2,290	0.43%	\$482.24	1.27%	\$0.010 per minute	\$22.90
Debit Other International	208	0.40%	2,156	0.41%	\$614.93	1.62%	\$0.010 per minute	\$21.56
Sum:	51,680	100.00%	530,726	100.00%	\$38,010.19	100.00%		\$5,307.26

April 2023 Commissions Report

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	%Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	16,132	28.78%	175,382	31.76%	\$12,276.74	31.02%	\$0.010 per minute	\$1,753.82
Advance Pay Intrastate Interlata	222	0.40%	2,352	0.43%	\$164.64	0.42%	\$0.010 per minute	\$23.52
Advance Pay Intrastate Intralata	282	0.50%	3,057	0.55%	\$213.99	0.54%	\$0.010 per minute	\$30.57
Advance Pay Local	70	0.12%	952	0.17%	\$66.64	0.17%	\$0.010 per minute	\$9.52
Advance Pay Mexico	93	0.17%	388	0.07%	\$82.25	0.21%	\$0.010 per minute	\$3.88
Advance Pay One Call Interstate Interlata	1,200	2.14%	15,646	2.83%	\$1,095.22	2.77%	\$0.010 per minute	\$156.46
Advance Pay One Call Intrastate Interlata	17	0.03%	117	0.02%	\$8.19	0.02%	\$0.010 per minute	\$1.17
Advance Pay One Call Intrastate Intralata	5	0.01%	74	0.01%	\$5.18	0.01%	\$0.010 per minute	\$0.74
Advance Pay One Call Local	41	0.07%	597	0.11%	\$41.79	0.11%	\$0.010 per minute	\$5.97
Collect Interstate Interlata	78	0.14%	488	0.09%	\$34.16	0.09%	\$0.010 per minute	\$4.88
Collect Intrastate Interlata	86	0.15%	491	0.09%	\$34.37	0.09%	\$0.010 per minute	\$4.91
Collect Intrastate Intralata	13	0.02%	97	0.02%	\$6.79	0.02%	\$0.010 per minute	\$0.97
Collect Local	24	0.04%	116	0.02%	\$8.12	0.02%	\$0.010 per minute	\$1.16
Debit Canada	4	0.01%	23	0.00%	\$4.85	0.01%	\$0.010 per minute	\$0.23
Debit Interstate Interlata	36,113	64.42%	336,748	60.99%	\$23,572.36	59.56%	\$0.010 per minute	\$3,367.48
Debit Intrastate Interlata	460	0.82%	3,872	0.70%	\$271.04	0.68%	\$0.010 per minute	\$38.72
Debit Intrastate Intralata	326	0.58%	3,552	0.64%	\$248.64	0.63%	\$0.010 per minute	\$35.52
Debit Local	309	0.55%	3,092	0.56%	\$216.44	0.55%	\$0.010 per minute	\$30.92
Debit Mexico	359	0.64%	2,842	0.51%	\$598.52	1.51%	\$0.010 per minute	\$28.42
Debit Other International	221	0.39%	2,271	0.41%	\$626.57	1.58%	\$0.010 per minute	\$22.71
Sum:	56,055	100.00%	552,157	100.00%	\$39,576.50	100.00%		\$5,521.57

May 2023 Commissions Report

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	%Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	15,537	25.26%	170,882	28.11%	\$11,961.74	27.54%	\$0.010 per minute	\$1,708.82
Advance Pay Intrastate Interlata	372	0.60%	3,803	0.63%	\$266.21	0.61%	\$0.010 per minute	\$38.03
Advance Pay Intrastate Intralata	139	0.23%	1,277	0.21%	\$89.39	0.21%	\$0.010 per minute	\$12.77
Advance Pay Local	114	0.19%	1,222	0.20%	\$85.54	0.20%	\$0.010 per minute	\$12.22
Advance Pay Mexico	46	0.07%	113	0.02%	\$23.89	0.05%	\$0.010 per minute	\$1.13
Advance Pay One Call Interstate Interlata	1,269	2.06%	16,671	2.74%	\$1,166.97	2.69%	\$0.010 per minute	\$166.71
Advance Pay One Call Intrastate Interlata	24	0.04%	315	0.05%	\$22.05	0.05%	\$0.010 per minute	\$3.15
Advance Pay One Call Intrastate Intralata	7	0.01%	78	0.01%	\$5.46	0.01%	\$0.010 per minute	\$0.78
Advance Pay One Call Local	10	0.02%	166	0.03%	\$11.62	0.03%	\$0.010 per minute	\$1.66
Collect Interstate Interlata	98	0.16%	756	0.12%	\$52.92	0.12%	\$0.010 per minute	\$7.56
Collect Intrastate Interlata	113	0.18%	448	0.07%	\$31.36	0.07%	\$0.010 per minute	\$4.48
Collect Intrastate Intralata	25	0.04%	137	0.02%	\$9.59	0.02%	\$0.010 per minute	\$1.37
Collect Local	33	0.05%	172	0.03%	\$12.04	0.03%	\$0.010 per minute	\$1.72
Debit Canada	6	0.01%	12	0.00%	\$2.53	0.01%	\$0.010 per minute	\$0.12
Debit Interstate Interlata	41,779	67.92%	393,053	64.66%	\$27,513.71	63.34%	\$0.010 per minute	\$3,930.53
Debit Intrastate Interlata	530	0.86%	4,773	0.79%	\$334.11	0.77%	\$0.010 per minute	\$47.73
Debit Intrastate Intralata	334	0.54%	3,461	0.57%	\$242.27	0.56%	\$0.010 per minute	\$34.61
Debit Local	427	0.69%	5,242	0.86%	\$366.94	0.84%	\$0.010 per minute	\$52.42
Debit Mexico	459	0.75%	3,452	0.57%	\$728.32	1.68%	\$0.010 per minute	\$34.52
Debit Other International	190	0.31%	1,821	0.30%	\$510.01	1.17%	\$0.010 per minute	\$18.21
Sum:	61,512	100.00%	607,854	100.00%	\$43,436.67	100.00%		\$6,078.54

The following are the recent three months' reports for Probation Department (Effective January 1, 2023, per legislation, all calls are free for Juveniles):

Month	Calls	Completed	Minutes	Coll_Attmp	Collect	Prepaid_Attmp	Prepaid	Pre_Dest	Adv_Pre	Vmail	Cred_Coll	Free
2023-03	19180	8856	99645.68	698	0	0	0	0	0	72	0	8784

Month	Calls	Completed	Minutes	Coll_Attmp	Collect	Prepaid_Attmp	Prepaid	Pre_Dest	Adv_Pre	Vmail	Cred_Coll	Free
2023-04	17613	8824	94671.73	650	0	0	0	0	0	70	0	8754

Month	Calls	Completed	Minutes	Coll_Attmp	Collect	Prepaid_Attmp	Prepaid	Pre_Dest	Adv_Pre	Vmail	Cred_Coll	Free
2023-05	17846	8906	96787.35	674	0	0	0	0	0	71	0	8835

10. RFP p. 8 section 2.3.1.4 provides usage data for tablet sessions and video sessions for 12 months. Could you please provide this information broken down by month and event type, and also provide revenue information? Or, please fill out the table below.

The Sheriff's Office and the Probation Department are unable to provide in time, the level of detail requested (data for tablet sessions and video sessions for 12 months in Section 2.3.1.4, broken down by month and event type, and revenue information). Since time is of the essence, the recent three months' tablet revenue and commissions for the Sheriff's Office and the Probation Department

have been provided. See Attachment i - Tablet Commission Report and Attachment ii - Calls from Wall Phones and Tablets for March, April, May, included in this document.

- **Standard profile is 0.05 cents per minute for premium entertainment content**
- **Promotional profile is 0.03 cents per minute for older movies, games, checking messages and photos, and audio books**
- **Friends and Family pay 0.25 cents per message**
- **Video Visitation is 0.25 cents per minute and can be paid by the friends and family or the adult in custody**

11. Please provide average monthly revenue data for any additional services offered under the current contract, such as voicemail, messaging, etc.

Please refer to responses to Questions #9 and #10.

12. In order to help us evaluate usage data and recognize additional revenue potential, it is very helpful to have the rates currently being charged to end-users under the current contract. Please provide the following information:

Please refer to the Monterey County Sheriff's Office website (<https://montereysheriff.org/prar/>) and follow the directions for Public Records Requests to obtain copy of current contract.

13. Does the current vendor offer any alternate calling types, such as Advance Pay, PayNow or Text-to-Connect? If so, what are the rates and fees charged for these calls?

Please refer to the response to Question #9.

14. Please outline the fees that are being charged to end-users:

- a. Bill Statement Fee
- b. PrePaid Account Funding Fee via Web
- c. PrePaid Account Funding Fee via IVR
- d. PrePaid Account Funding Fee via Live Operator
- e. Fees for Instant Pay Calls

Please refer to responses to Question #9, Question #10, and Question #18.

15. Section 2.3.1 of the RFP lists video visitation stations within the housing units. However, we understand that the County wants video visitation on tablets only. Please confirm that no video visitation kiosks are required for the inmate housing areas.

Video visitation stations will be tablets and not kiosks as specified in the RFP.

16. How many Lobby Kiosks are required?

Please refer to Section 5.1.6.1 of the RFP: "Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks. The Sheriff's Office currently has two Intake/Booking Kiosks and one Lobby Kiosk.

17. How many Intake/Booking Kiosks are required?

Please refer to the response to Question #16.

18. Please Provide the Fee structure for all Trust Fund deposit methods:

- Phone
- Web/Mobile
- Kiosk
- Walk-in Retailer (Cash transactions)
- Other

The initial fees payable by end-user OR depositor for ITS services

- **Automated payment fees such as deposits using credit card or debit card made via telephone: 0 fee per CPUC.**
- **Live agent fee (Quick Connect): 0 fee per CPUC**
- **Paper bill fee: 0 fee per CPUC**
- **All third-party transaction fees such as MoneyGram, Western Union, and credit card processing fees shall be passed through to the depositor or end user without markup. This fee will not go above 6.95.**
- **All taxes and regulatory fees shall be passed through to the depositor or end user without mark up.**
- **The fee for a voice mail shall be \$1.50 per call.**
- **The fee for messages sent by a friend or family to a detainee shall be \$0.25 per message.**

The Initial fees for Commissary/Booking Load services are as follows: Commissary and Trust are done by Aramark

- **The fee for Operator-Accepted deposits using credit card or debit card made by telephone: \$2.99 per transaction plus 6% of the transaction amount. This fee is paid by the depositor.**
- **Cash deposited into the lobby/visitation area Kiosk: \$1.99 per transaction plus 4% of the transaction amount. This fee is paid by the depositor.**
- **Credit card and debit card deposits using web-based depositing options: \$2.99 per transaction plus 6% of the transaction amount. This fee is paid by the depositor.**
- **Cash deposited into the Booking area kiosk: no fees shall be assessed to any party.**
- **Credit card and debit card deposits into the booking area kiosk at time of booking: \$2.99 per transaction plus 6% of the transaction amount. This fee shall be paid by the depositor.**

19. Please provide 3 months of detailed Trust Fund transaction history for all patients or provide the information below:

- Average number of Trust Fund deposits per month
- Average amount of total dollars deposited per month

Trust Funds are done with the commissary provider, Aramark, which uses the TouchPay kiosk.

Site Name Monterey CA

Row Labels	Column Labels					
	Mar		Apr		May	
	#Trans	Deposits	#Trans	Deposits	#Trans	Deposits
INTAKE	358	\$53,581	405	\$77,653	405	\$73,913
TRUST	3,225	\$195,474	3,650	\$216,395	3,845	\$223,500
Grand Total	3,583	\$249,055	4,055	\$294,049	4,250	\$297,412

20. Does the County currently receive a commission on Trust Fund deposits? If so, what is it?

No.

21. During the pre-bid meeting it was emphasized that contractors respond to the new version of the RFP online. On 06/02/23, we downloaded a copy of the RFP from the County's website which contained the following text in the heading on page #2 "RFP 10881 Telephone Services, Tablet Program and Video Visitation Draft FINAL." On 06/20/23, we downloaded a copy of the RFP from the County's website which contained the following text in the file name "RFP 10881 Telephone Services, Tablet Program and Video Visitation Draft V5." To ensure that contractors respond to the appropriate version, would the County please clarify which file is the new/correct version?

The most recent RFP on the website, RFP 10881 Telephone Services, Tablet Program and Video Visitation Draft V5, is the correct and updated version.

22. During the pre-bid meeting it was mentioned that the County would like contractors to use the term "incarcerated person(s)" and the abbreviation "IP(s)" once established instead of the terms "prisoner(s)" or "inmate(s)." Would the County please clarify that the replacement of these terms should only be applied to the contractors' responses or should the replacements also be applied to the RFP document itself?

The term, "Incarcerated Person(s)" is already in the RFP, as well as the term, "Incarcerated Individual(s)." Either term shall be used in bidder responses. If bidder uses the abbreviation "IP(s)," or "IT(s), bidder shall ensure that there is a prior definition/clarification of the specific abbreviation used as one of the best practices in proposal and technical writing.

23. Would the County please provide a copy of the agreement/contract and all related amendments the County has executed with its incumbent Incarcerated Persons Telephone System (IPTS), Video Visitation System (VVS) and Incarcerated Persons (IP) Tablet/Miscellaneous provider(s)?

Please refer to response to Question #12.

24. Would the County please provide their current IPTS call and commission rates for each applicable call category/tariff type identified in the table below?:

Call Category/Tariff Type	Call Rate/Min.	Commission Rate Percentage
Local -- Collect		
IntraLata - Collect		
InterLata – Collect		
Interstate - Collect		
International - Collect		
Local -- Prepaid Collect		
IntraLata - Prepaid Collect		
InterLata – Prepaid Collect		
Interstate - Prepaid Collect		
International - Prepaid Collect		
Local -- PIN Debit		
IntraLata - PIN Debit		
InterLata – PIN Debit		
Interstate - PIN Debit		
International - PIN Debit		

Please refer to response to Question #9.

25. Would the County please provide the monthly Revenue/Commission Statements, relative to the IPTS, covering the most recent 3-Month period as well as the average daily population (ADP) for each month? Same as in the RFP.

Refer to response to Question #9 with regards to the Revenue/Commission Statements. The average daily population (ADP) in the most recent 6 months is 900-950 for the Sheriff's Office, and 61-68 (36-40 for Juvenile Hall and 25-28 for Youth Center) for the Probation Department.

26. How many IP telephone stations are currently installed?

The Probation Department currently has 11 for Juvenile Hall and 6 for Youth.

The Sheriff's Office currently has the following:

	Housing Unit	Phones	Max. Occupancy	Notes:
1	MHO Dayroom	1	1	1 IP uses this section at a time.
2	Receiving Cells	4		Population 5-100
3	Receiving Common Area	3		No more than 3 (at a time)
4	K-Block	5	72	double occupant cells
5	L-Block	5	72	double occupant cells
6	M-Block	5	72	double occupant cells
7	N-Block	5	72	double occupant cells
8	V-Block	5	72	double occupant cells
9	X-Block	5	72	double occupant cells
10	Y-Block	5	72	double occupant cells
11	Z-Block	5	72	double occupant cells
12	A-Dorm	4	60	Open dorm unit
13	B-Dorm	4	60	Open dorm unit
14	C-Dorm	4	60	Open dorm unit
15	D-Dorm	4	60	Open dorm unit
16	E-Dorm	2	15	Open dorm unit
17	A-Pod	1	15	Single occupant cells
18	B-Pod	1	15	Single occupant cells
19	C-Pod	1	12	Single occupant cells
20	D-Pod	2	23	Single/double occupant cells
21	E-Pod	2	42	Open dorm unit
22	F-Pod	2	42	Open dorm unit
23	G-Pod	2	23	Single/double occupant cells
24	H-Pod	2	23	Single/double occupant cells
25	I-Pod	2	23	Single/double occupant cells
26	J-Pod	2	23	Single/double occupant cells
27	K-Pod 4	2	24	Open dorm unit
28	K-Pod 5	2	24	Open dorm unit
29	K-Pod 16	2	24	Open dorm unit
30	K-Pod 17	2	24	Open dorm unit
31	Infirmery	4	4	Single occupant cells
32	Women's Common Area	1		Single occupant cells
33	Q-Pod	2	22	Open dorm unit

34	R-Pod	1	23	Single/double occupant cells
35	S-Pod	1	23	Single/double occupant cells
36	T-Pod	2	51	Open dorm unit
37	U-Pod	2	51	Open dorm unit
38	WHO	1	5	Single occupant cells
		105	1348	

Note: The Rehab section was not included in this calculation.

	Family Visiting Rooms	Phones	Max. Occupancy	Notes:
39	Main Jail 1	9*	9	*2 phones are needed per unit (IP speaks to family member on other end).
40	Main Jail 2	9*	9	
41	Main Jail 3	9*	9	
42	Women's 1	9*	9	
		0	36	

Interested Bidders also attended an in-depth site visit and walk-through during the Mandatory Pre-Bidders Meeting, on Friday June 16, 2023 to view the current layout and take notes on telephones and telephone stations.

27. How many IP telephone visitation handsets are currently installed?

Please refer to response to Question #26.

28. Would the County please provide their current VVS call and commission rates for each applicable call category/type identified in the table below?:

VVS Call Category/Type	Call Rate/Min.	Commission Rate	Percentage
On-site VVS			
Remote VVS			

Please refer to response to Question #10.

29. Would the County please provide the monthly Revenue/Commission Statements, relative to the VVS, covering the most recent 3-Month period as well as the average daily population (ADP) for each month? Refer to response to Question #11 with regards to the Revenue/Commission Statements. As indicated in Sections 2.1.1 and 2.1.1 of the RFP, the average daily population (ADP) is 900 with a capacity of 1,401 for the Sheriff's Office and 151 for the Probation Department.

Please refer to response to Question #10 with regards to the Revenue/Commission Statements. Please refer to response to Question #25 with regards to the average daily population (ADP).

30. Does the County require all "professional" (i.e. attorney, public defender, medical professionals, etc..) remote video visitation sessions to be provided at no charge?

Yes.

31. Are the devices used by IPs to participate in video visitation kiosks, wall-mounted tablets or both? How many IP video visitation kiosks and/or wall-mounted tablets are currently installed?

Video Visitation is currently and will continue to be via the Tablet Program, as indicated in the RFP. For the Sheriff's Office, please refer to Sections 2.3.1.1, 2.3.1.2, and 2.3.1.3 for video visitation tablets currently installed. For the Probation Department, there are five tablets and five charging stations.

32. Does the County allow IPs to participate in a video visitation session on tablet devices that are not mounted to the wall?

No.

33. Are devices available to allow public users to participate in an on-site video visitation session with an IP? If so, are these devices kiosks, wall-mounted tablets or both? How many public user kiosks and/or wall-mounted tablets are currently installed?

Yes, devices are available to allow public users to participate in an onsite video visitation session with an Incarcerated Person. Please refer to Section 2.3.1.1 of the RFP.

34. Would the County please provide the monthly Revenue/Commission Statements, relative to the Tablet/Miscellaneous services (i.e. electronic messaging, entertainment, rental/usage fees, etc...), covering the most recent 3-Month period as well as the average daily population (ADP) for each month?

Please refer to response to Question #10 with regards to the Revenue/Commission Statements. Please refer to response to Question #25 with regards to the average daily population (ADP).

35. How many IP tablet devices are currently in use? Does this quantity include wall-mounted tablet devices?

For the Sheriff's Office, please refer to Sections 2.3.1.1, 2.3.1.2, 2.3.1.3, and 5.2.1.17.1.1. For the Probation Department, there are currently 5 tablets in use.

36. Item #5.2.15 of the RFP states, "Contractor will work with Programs allowing our local education providers to add content to the tablet with no added cost, we should be able to track the progress of IP, and set up virtual classrooms with specific content with no added costs. Programs should have access to enroll IP in courses and assign courses as part of their sentencing through the tablet system." To assist contractors in providing an appropriate response to this requirement, please provide the following information:

- Who is the County's "local education providers?" Depends on what the classes are, and what they are educating them on
- Please provide a detailed list of all content provided by "local education providers" that is made available to IPs on the current tablet devices.
- Would the County please provide the "local education provider" point of contact information so contractors may reach out and establish a dialogue/discuss system/technology compatibility and interfaces?

The selected Contractor shall work with Programs. The classes and/or courses are dynamic, and the local education providers selected by Programs would be incumbent on the specific classes and/or courses.

37. Item #5.2.1.13 of the RFP states, "Tablets shall have capability to connect tablet-to-tablet (Controllable by Sheriff's Office and Probation Department)." Would the County please explain what purpose(s) "tablet-to-tablet" connectivity is to serve?

Amend Item #5.2.13 of the RFP to state: "The Commander/Administrator tablet is required to have the capability to shut down tablets remotely; and the capability to monitor the tablets."

38. How many administrative tablet devices are currently in use?

Please refer to Section 5.2.1.17.1.1 for the Sheriff's Office and Section 5.2.1.17.2.1 for the Probation Department.

39. What is the anticipated start date for this contract?

The estimated Agreement date is 10/2023. It is on Section 3.6 of Amendment 1 that was issued on 6/30/2023.

40. How many calendar days after contract signing does the County require the selected contractors' technologies and services to be installed and fully operational?

Reasonable implementation/installation timeframes will be mutually agreed upon by all parties for each of the services and associated services. If there is a longer than standard timeframe for services to be installed and operational (i.e., tablet deployment, IP Other Associated Services, etc.), the Bidder shall disclose this in the proposal, and once a Contractor is selected, any delays will be part of the Project Control Document (PCD) in the Project Management process.

41. After the first round of questions are answered, will the County accept additional questions if clarification is needed for any of the County's responses?

If clarification is warranted on responses to previously submitted questions, the Sheriff's Office and the Probation Department will accept the requests for clarification.

42. Please provide a copy of all current contracts and amendments pertaining to all services under this RFP.

Please refer to response to Question #12.

43. Please provide the commission percentage currently received on inmate telephone revenue.

Please refer to response to Question #9.

44. Please provide the total average monthly commissions received for all services received over the past year from the current vendor.

Please refer to response to Question #9.

45. Does the County receive commissions on revenue generated by interstate calls today?

Yes, please refer to response to Question #9.

46. Does the County require that proposals include commissions on interstate calls?

It is up to the bidders to include commissions on interstate calls in their proposals. Please refer to Section 10 of the RFP.

47. Do commissions from this contract go to the Inmate Welfare Fund, the Sheriff's Office discretionary fund, or the County general fund?

Commissions from this contract go to the Inmate Welfare Fund.

48. Please provide a breakdown by housing unit of the inmate capacity and the number of phones each. The inmate capacity for each cell block is necessary for determining network requirements and charging stations needed to support the tablets.

Please refer to response to Question #26.

49. Would Monterey County please provide the monthly Revenue/Commission Statements (relative to the Inmate Telephone System) from the incumbent Provider, covering the most recent 6-Month period?

Please refer to response to Question #9.

50. Would Monterey County please provide the monthly Revenue/Commission Statements (relative to the Video Visitation / Tablet / Messaging System) from the incumbent Provider, covering the most recent 6-Month period?

Please refer to response to Question #10.

51. Would Monterey County please provide the ADP for the most recent 6-month period?

Please refer to response to Question #25.

52. Would Monterey County please provide a copy of the current Inmate Communications Agreement, including any Attachments, Amendments or Addendums?

Please refer to response to Question #12.

53. Please provide a breakdown of the inmate population, in percentages or actual numbers, by local, DOC, or other agency.

Monterey County Incarcerated Individuals/Persons are housed. The only other agencies housed are part of the JBCT program is with Santa Cruz and San Benito Counties.

54. Please provide the Probation ADP broken down by facility – Juvenile Hall and Youth Center.

For the Probation Department, 36-40 for Juvenile Hall and 25-28 for Youth Center.

55. What is the bed count for each the facility?

Please refer to Sections 2.1.1 for the Sheriff's Office and the bed count for Probation Department is 140 (80 for Juvenile Hall and 60 for the Youth Center).

56. Is the inmate trust account managed through the commissary system or the Jail Management System or other system? If other, please specify.

Trust is managed through the commissary, Aramark.

57. Commissary Integration – Please provide the name and contact information for the current commissary vendor.

***Aramark, Art Hal Yasa, Regional General Manager – California
M: 805.861.3028 EMAIL: yasa-hal@aramark.com***

58. Jail Management Integration – Please provide the name and contact information for the current JMS vendor.

***Tracnet, Pat Kelley, Vice President
patkelley@tracnet.org, (831) 676-0676***

59. Please provide the name and contact information for the current deposits services vendor.

***ViaPath Technologies, Lisa Steffel, Senior Director - Payment Solutions
Mobile 817-307-8001 EMAIL: lisa.steffel@viapath.com***

60. In order to ensure a level playing field for all bidders, please confirm that the successful vendor must provide new equipment. Also, please verify that this applies to both new potential bidders and the incumbent provider.

The successful bidder shall provide new equipment, and this applies to all potential bidders, including the incumbent.

61. Please provide the schedule in which the inmates have access to the inmate phones. Confirm but it was up to 18:00 pm and discretionary up to 0:00pm.

Please see response to Question #7.

62. How is commissary ordered today?

Via combination of hard copy (“bubble” sheets) and tablets.

63. Does the current vendor provide debit calling? If so, how are debit accounts funded – e.g., through an inmate’s trust account, lobby kiosk, phone / website payments, etc.? Please list all available methods.

Yes - please refer to responses to Question #9 and Question #18.

64. Are calling cards being used today? If so, how are they purchased and given to the inmate? What denominations are available?

Calling Cards are not currently being used.

65. What limits does the County place, if any, on use of the services in this RFP –maximum number of onsite visits allowed per week (or other interval), remote visits per week, calls per week, minutes per call/visit, etc?

For the Sheriff’s Office, there are no limits.

For the Probation Department Youth Center, there are no limits as to the number of calls, but there are limitations as to time periods during the day when the Probation Department permits the phone to be used. Generally, calls are limited to 15 minutes unless they are talking to their lawyer or no other youth wants to use the phone. For the Probation Department Juvenile Hall, there aren’t set limits to the number of telephone calls a Youth can make. Depending on how many are trying to use the phone, the Probation Department tries to limit it to 5-10 minutes per phone call so everyone on the unit gets a chance - but if others don’t want to they can stay on the phone for longer. There is typically about 4 hours a day of free time that all Youth on a housing unit must get their phone calls in.

66. Virtual Mailroom is a required service listed under #5.1.6.3. What is the average number of inmate mail pieces received daily? Of these, what percentage are legal mail?

For the Sheriff's Office, an average of 150 pieces of mail per week are received, and 15 of those pieces are legal mail.

For the Probation Department Youth Center, not a lot of mail is processed for Youth (not even 1 a day). An estimate of 1-3 letters a week are received for the Youth on average. Legal mail makes up less than 5% of that mail, as most of their legal business is conducted via phone or in person. For the Probation Department Juvenile Hall, anywhere between 5-10 pieces of mail are received per day. Less than 5% of the mail received is legal mail.

67. Historical calling data was furnished in the RFP #2.2.1. Will this historical data be used in the evaluation and assignment of points for calling rates? If not, please clarify and provide the estimated/projected call volumes that will be used in the evaluation and assignment of points for calling rates.

Section 2.2.1 contained historical data on call volumes for the Sheriff's Office, and was provided to assist bidders in preparing their proposals and offer. Responses to Question #9 and Question #10 provide data for March 2023, April 2023, and May 2023. Both of historical data provided in the RFP and historical data provided in this document were provided to assist in developing bidders' proposals and offers. Please refer to Section 10 of the RFP for the Selection Criteria for the evaluation details. The calculation of points related to the offer uses a standard, objective mathematical formula that factors in equal weights for commissions and rates/usage fees, and factors in each bidder's aggregate offer and the highest aggregate offer. The Sheriff's Office and the Probation Department will evaluate bidders' offers and select the best overall value and compliance with regulatory agencies (FCC, CPUC).

68. Of the points that will be awarded for "Offer" for each service, how many points will be allocated to rates, and how many will be allocated to commissions?

The calculation of points related to the offered commission versus rate/usage fees uses a standard, objective mathematical formula that factors in equal weights for commissions and rates/usage fees, and factors in each bidder's aggregate offer and the highest aggregate offer.

69. Please provide the quantities of standard wall-mounted inmate telephones currently installed. Specify the quantities of telephones required in this contract, if different than quantities currently installed.

Please refer to response in Question #26 for current telephones. The Bidders shall determine the optimal quantity of telephones to maximize benefits to the Incarcerated Individuals, Youth, and the respective agencies. The Bidders shall include in their proposals, the quantity of telephones proposed, the supporting documentation, technology, and justification and rationale for the proposed quantities of telephones.

70. Section 5.1.6.1 on p. 19 of the RFP states, "Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks." We understand that deposit kiosks are provided as a required component of the commissary contract. Therefore, will the County accept proposals that offer to integrate with the existing kiosks rather than provide additional kiosks? If deposit kiosks are required, will deposit services be exclusive to this contract or shared with the commissary contract?

The Sheriff's Office will accept proposals that offer to integrate with existing kiosks. The Bidder proposing this may strategically partner with the existing kiosk service provider or another kiosk service provider if not partnering with existing kiosk service provider.

71. Some vendors provide alternate payment options, such as the ability to purchase a one-time phone call using a credit or debit card, without the necessity of setting up a prepaid account, and typically pay little to

no commission on these calls. Will the County please confirm that vendors are required to pay the same commission amount for all calls, including premium, prepaid, debit and collect?

It is up to the vendors to determine what and how they pay commission amounts in their offers as they see fit and appropriate for applicable calls, including premium, prepaid, debit, and collect as long as they are in regulatory compliance.

72. After the first round of questions is answered, will the County accept additional questions if clarification is needed for any of the County's responses?

Please see response to Question #41.

73. Within the evaluation criteria listed in Requirement 10.2 Selection Criteria, 30 percentage points are allocated for "Offer" within each category Telephone & Associated Services and Tablet Program and Tablets.

- What is the distribution of points related to the offered commission versus rates/usage fees and how are these points calculated?

Please see response to Question #68.

74. With respect to the scoring criteria for Video Visitation System, will the "Offer" be part of the scoring criteria as it is for Telephone & Associated Services and Tablet Program and Tablets? If so, What is the distribution of points related to the offered commission versus Video Visitation costs to users and how are these points calculated?

Yes, the evaluation sub-category "Offer" is part of the scoring criteria as it is for Telephone & Associated Services and Tablet Program and Tablets. Please refer to responses to Item #6 and Question #68.

75. Can the County please provide the number of points available for each of the specific criteria listed in the table in Requirement 10.2 Selection Criteria? For example, there are a maximum of 30 points possible for "Telephone and Associated Services."

- Please provide the breakdown of the 30 points possible for the (1) System Design, Features, Other Associated Services and Service Offerings, Technical and Integration Capabilities; (2) Project Management, Methodology and Support, Training, and Ongoing Services; and (3) Offer, and similarly for Tablet Program & Tablets and Video Visitation System.

The main categories Telephone and Associated Services, Tablet Program and Tablets, and Video Visitation System each carry 30 points. For each main category, the points are distributed equally at 10 points for each sub-category 1, 2, and 3 listed. For Telephone and Associated Services, the sub-categories (1) System Design, Features, Other Associated Services and Service Offerings, Technical and Integration Capabilities; (2) Project Management, Methodology and Support, Training, and Ongoing Services; and (3) Offer each carry 10 points. Similar distributions apply to the three sub-categories for the Tablet Program & Tablets and the Video Visitation System.

76. Page 45, Requirement 10.2 Selection Criteria states "NOTE: Per the Board approved Climate-Friendly Purchasing Policy, the Contracts/Purchasing office will include in the selection criteria "Climate-Friendly Business Practices which facilitate County's compliance with Climate-Friendly Purchasing Policy" and points will be awarded for 'Green Certified Businesses' as well as for climate-friendly business practices outlined in proposal which correlate with County's policy."

- Can the County provide the points that will be awarded for Green Certified Businesses, and will there be a checklist provided or are bidders to simply list their own Green policies within Section 5 of our response?

Please refer to the “COUNTY OF MONTEREY CLIMATE-FRIENDLY PURCHASING POLICY” which is available on the County website, (<https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies>), paying attention to Sections II and IV, and the related link contained in Section II (www.ca-ilq.org/climatepractices) for applicable checklist. Bidders with current green certifications that demonstrate their technical knowledge and commitment to climate-friendly sustainability shall submit their green certifications with the proposal and may also include their own Green policies. The County will accept any of the Green Business certifications listed in the policy, as well as legitimate Green Business certifications, including legitimate certifications for climate-friendly business practices. The County will award two (2) points after final tabulation of evaluation scores to Green Certified Businesses with appropriate certification.

77. Can the County confirm how results of the RFP will be provided once evaluations are complete and the intent to award and/or award has been made?

A short list will be determined based on evaluation of written proposals and bidder qualifications, and all bidders will be notified. After a bidder is selected from the short list subsequent to the short list vendor presentations, the successful bidder will be notified of award, as well as the other bidders.

78. Can vendors provide multiple rate/commission offers if our offers are clearly identified?

Bidders/Vendors shall each submit one rate/commission offer in conjunction with their proposed design and overall proposal.

79. Section 18.0 RIGHTS TO PERTINENT MATERIALS - Section 18.0 conflicts with Section 8.4, Confidential or Proprietary Content. First, each section provides slightly different language to use when marking confidential/proprietary information. Second, Section 18.0 states that “The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.” Section 8.4, however, states that the County will make best efforts to provide Contractor with notice of a CPRA request, but that to prevent disclosure, Contractor must obtain a protective order from the court or injunctive relief.

- Requesting the County to clarify which Section applies to the RFP.

There is no conflict between Section 18.0 Rights To Pertinent Material and Section 8.4 Confidential and Proprietary Content, and both sections apply to the RFP.

Section 18.0 states that “Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION.” Section 8.4 states that “If Contractor claims that specific information falls within one or more CPRA Exemptions, CONTRACTOR must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information.” The terms “CONFIDENTIAL INFORMATION, “PROPRIETARY INFORMATION,” AND “CONFIDENTIAL AND PROPRIETARY” are synonymous and shall be used interchangeably for purposes of the RFP.

Section 18.0 provides more detail regarding the California Public Records Act (CPRA) than Section 8.4, which mentions CPRA and “other public transparency laws.” Please refer to the CPRA for details. There are many sources to obtain the CPRA, and one source from the State of California, California Public Records Act | FTB.ca.gov, can be referenced.

80. Regarding Section 19.0 Piggyback Clause, this appears to be a yes or no question that Contractors need to respond to. What Section would our response to this question need to be provided in our proposal as listed in the outline in Requirement 8.2?

Under Section 8.2 Content and Layout, include in Section 7 - Exceptions in the Proposal or Qualifications Package Layout

81. Regarding Requirements 8.2.2.6 to 8.2.2.6.3, can the County confirm that they are asking for a list of our previous customers as well? If so, will two years' worth of information satisfy the requirement?

Yes, a list of previous customers (if applicable) are requested. List of current and/or previous Sheriffs County Offices and Probation Departments in California each, including the ADP and contact information, that are currently using or have used the Proposer's services (Telephone System, Associated Services and Other Services; Tablet Program and Tablets; and Video Visitation System) – as indicated in Section 8.2.2.6.

82. Can the County provide floor plans/maps for our wireless response?

Due to security constraints, floor plans/maps cannot be provided.

83. Regarding Requirement 5.2.1.17.1.1, can the County explain what the Commander tablets will be used for?

The uses for Commander tablets include but are not limited to administrative, management, monitoring, security, safety, and control purposes, in compliance with jail procedures and Title 15.

84. Regarding Requirement 5.2.1.13, can the County explain what they are looking for in having tablet-to-tablet connection by the Sheriff's Office and Probation Department?

Please refer to response to Question #37.

85. During the Monterey County site visit, it was brought up that Attorney's shall be allowed to visit for free. Can the County confirm this is for public attorneys only?

Public attorneys and attorneys of record, including private attorneys, shall be allowed to visit for free.

86. Can the County please clarify the proposal layout instructions stated in 8.0 Proposal/Qualifications Package Requirements. The items listed in 8.2 do not have a corresponding section in the Chart that follows. Can the County clarify where in the proposal sections the items listed in 8.2 should be provided? For example, 8.2.1 Executive Summary is not listed in the Sections.

Amend RFP to revise the "Proposal or Qualifications Package Layout" in Section 8.0 to "Submission Package Layout" as follows:

Submission Package Layout

Organize and Number Sections as Follows:

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	DECLARATIONS (IF ANY)
	TABLE OF CONTENTS
Section 2	EXECUTIVE SUMMARY

	PRE-QUALIFICATIONS/LICENSING
	QUALIFICATIONS (AS LISTED IN SECTION 8.2.2 OF THE RFP)
	FOR SECTION 8.2.2.5 OF THE RFP, NOTICE OF PREVIOUS VIOLATIONS: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency from 2018 up to and including the present day.
Section 3	TECHNICAL PROPOSAL (AS LISTED AND DESCRIBED IN SECTION 8.2.3 OF THE RFP)
Section 4	STATEMENT TO SERVICE ENTIRE COUNTY
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	OFFER (ATTACHMENT A) AS LISTED AND DESCRIBED IN SECTION 8.2.4 OF THE RFP, & WARRANTY: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.
Section 7	EXCEPTIONS AND OTHER RESPONSES TO CLAUSES
Section 8	APPENDIX

87. Can the County please clarify Requirement 8.3 Additional Requirements that states, "To be considered "responsive" submitted proposal packages shall adhere to one of the two following options:". There appears to be only one option for hardcopy and one electronic version to be submitted directly to the Contracts/Purchasing Office. Is this the only option for submittal or is there an upload possible in lieu of hard copies? If so, can you provide the upload instructions?

The only option is what are described in Requirement 8.3 Additional Requirements of the RFP. The uploading mechanism for this and consequently the option to upload, no longer exists.

88. Can the County please clarify Requirement 8.3.5.1 that states, "PLEASE NOTE: To use this option, CONTRACTORS are required to set up a free account prior to uploading proposals. This will take a few moments; therefore, set up your account at least 24 hours in advance of the bid deadline." Is there a website that we are required to be registered with and are uploaded proposals required?

Please refer to response to Question #87.

89. As protest procedures are not stated in the RFP, will the County please confirm that the protest procedures found on the County Administrative Office Contracts/Purchasing page title, County Administrative Protest Policy, is the process the County will follow for this RFP should a protest be filed by a vendor.

Protest procedures found on the County Administrative Office Contracts/Purchasing page title, County Administrative Protest Policy, is the process the County will follow for this RFP should a protest be filed by a vendor.

90. We respectfully request that Monterey County consider granting all vendors a two (2) week extension on the submittal deadline for this RFP due to the July 4th holiday and to ensure we receive responses to written

questions in time to accurately respond. This would ensure Monterey County receives the most comprehensive responses that bring the most benefit to the County, your incarcerated, and family/friends.

Please refer to Amendment 1, released June 30, 2023.

91. The instructions on p. 41 for proposal Section 6 say “CONTRACTOR shall submit pricing in a separate sheet.” By this, does the County mean that we should submit pricing in a separate volume (not in Section 6), sealed separately from the rest of the proposal? Or do you just want us to submit pricing in Section 6 using the Attachment A Pricing Schedule?

Please refer to response to Question #86. Offer (Attachment A) in Section 6 of the Submission Layout Package will be submitted as a separate sheet.

92. Paragraph 8.3.5.1 on p. 43 says “To use this option, CONTRACTORS are required to set up a free account prior to uploading proposals.” Is there an option to submit proposals electronically instead of shipping hard copies?

Please refer to response to Question #87.

93. Paragraph 5.2.1.5 states, “Contractor will work with Programs allowing our local education providers to ... set up virtual classrooms with specific content with no added costs.” What is meant by “virtual classrooms”? Are these live lectures?

Virtual classrooms can include a video conferencing tool (i.e., Zoom Microsoft Teams, etc.) where instructors and participants engage with each other and with the learning material.

94. Paragraph 5.2.1.13 states, “Tablets shall have capability to connect tablet-to-tablet (Controllable by Sheriff’s Office and Probation Department). What is the purpose of this functionality?”

Please refer to response to Question #37.

March

Column Labels

Row Labels	Inmate Telep	Wireless Tabl	Grand Total
Collect			
Count of DEVICE TYPE	2	2	4
Sum of CHARGE	0.28	0.14	0.42
Debit			
Count of DEVICE TYPE	16045	17136	33181
Sum of CHARGE	11829.51	14930.99	26760.5
Direct Billing			
Count of DEVICE TYPE	201	12	213
Sum of CHARGE	79.52	6.02	85.54
Free Call			
Count of DEVICE TYPE	2832	519	3351
Sum of CHARGE	0	0	0
Free Promotional			
Count of DEVICE TYPE	2439	1280	3719
Sum of CHARGE	0	0	0
Free Visitation			
Count of DEVICE TYPE	2754		2754
Sum of CHARGE	0		0
Prepay (Public)			
Count of DEVICE TYPE	8023	8964	16987
Sum of CHARGE	5608.21	8069.24	13677.45
Prepay APOC			
Count of DEVICE TYPE	832	487	1319
Sum of CHARGE	755.37	498.89	1254.26
Total Count of DEVICE TYPE	33128	28400	61528

April

	Column Labels		
Row Labels	Inmate Telep	Wireless Tabl	Grand Total
Collect			
Count of CALL TYPE	1		1
Sum of CHARGE	0.7		0.7
Debit			
Count of CALL TYPE	17954	19819	37773
Sum of CHARGE	11724.49	15891.17	27615.66
Direct Billing			
Count of CALL TYPE	168	32	200
Sum of CHARGE	72.24	10.5	82.74
Free Call			
Count of CALL TYPE	2804	446	3250
Sum of CHARGE	0	0	0
Free Promotional			
Count of CALL TYPE	2272	1284	3556
Sum of CHARGE	0	0	0
Free Visitation			
Count of CALL TYPE	3408		3408
Sum of CHARGE	0		0
Prepay (Public)			
Count of CALL TYPE	8301	8489	16790
Sum of CHARGE	5507.69	7279.54	12787.23
Prepay APOC			
Count of CALL TYPE	870	388	1258
Sum of CHARGE	747.04	397.18	1144.22
Total Count of CALL TYPE	35778	30458	66236
Total Sum of CHARGE	18052.16	23578.39	41630.55

May

	Column Labels		
Row Labels	Inmate Telep	Wireless Tabl	Grand Total
Collect			
Count of CALL TYPE	2		2
Sum of CHARGE	0.21		0.21
Debit			
Count of CALL TYPE	20893	22796	43689
Sum of CHARGE	13910.77	18126.5	32037.27
Direct Billing			
Count of CALL TYPE	220	51	271
Sum of CHARGE	91.91	15.96	107.87
Free Call			
Count of CALL TYPE	2606	478	3084
Sum of CHARGE	0	0	0
Free Promotional			
Count of CALL TYPE	2924	1439	4363
Sum of CHARGE	0	0	0
Free Visitation			
Count of CALL TYPE	2730		2730
Sum of CHARGE	0		0
Prepay (Public)			
Count of CALL TYPE	8447	7756	16203
Sum of CHARGE	5852.21	6574.14	12426.35
Prepay APOC			
Count of CALL TYPE	903	407	1310
Sum of CHARGE	801.64	403.2	1204.84
Total Count of CALL TYPE	38725	32927	71652



Monthly Tablet Commission Report

(03/01/2023 - 03/31/2023)

Monterey County Jail CA (9563)

1410 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-03	Tablet Session	Free	49,034	157,848	\$0.00 per minute	\$0.00	50.00% of Revenue	\$0.00
2023-03	Tablet Session	Phone Dialer	36,737	471,238	\$0.00 per minute	\$0.00	50.00% of Revenue	\$0.00
2023-03	Tablet Session	Promotional	47,940	615,244	\$0.03 per minute	\$18,457.32	50.00% of Revenue	\$9,228.66
2023-03	Tablet Session	Religion	2,351	28,340	\$0.00 per minute	\$0.00	50.00% of Revenue	\$0.00
2023-03	Tablet Session	Standard	19,281	397,062	\$0.05 per minute	\$19,853.10	50.00% of Revenue	\$9,926.55
2023-03	Tablet Video Visit	VVS Free	4,070	31,724	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2023-03	Tablet Video Visit	VVS Paid	8,523	75,808	\$0.15 per minute	\$11,371.20	25.00% of Revenue	\$2,842.80
		Total	167,936	1,777,264		\$49,681.62		\$21,998.01



Monthly Tablet Commission Report

(03/01/2023 - 03/31/2023)

Monterey County Juvenile (9573)

1420 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-03	Tablet Session	Free	250	1,597	\$0.00 per minute	\$0.00	50.00% of Revenue	\$0.00
2023-03	Tablet Session	Standard	1	1	\$0.05 per minute	\$0.05	50.00% of Revenue	\$0.03
		Total	251	1,598		\$0.05		\$0.03



Monthly Tablet Commission Report

(04/01/2023 - 04/30/2023)

Monterey County Jail CA (9563)

1410 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-04	Tablet Session	Free	48,873	150,752	\$0.00 per minute	\$0.00	50.00% of Revenue	\$0.00
2023-04	Tablet Session	Phone Dialer	39,358	491,471	\$0.00 per minute	\$0.00	50.00% of Revenue	\$0.00
2023-04	Tablet Session	Promotional	47,855	435,400	\$0.03 per minute	\$13,062.00	50.00% of Revenue	\$6,531.00
2023-04	Tablet Session	Religion	2,092	25,517	\$0.00 per minute	\$0.00	50.00% of Revenue	\$0.00
2023-04	Tablet Session	Standard	25,197	534,759	\$0.05 per minute	\$26,737.95	50.00% of Revenue	\$13,368.98
2023-04	Tablet Video Visit	VVS Free	4,510	34,843	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2023-04	Tablet Video Visit	VVS Paid	9,480	85,082	\$0.15 per minute	\$12,762.30	25.00% of Revenue	\$3,190.58
		Total	177,365	1,757,824		\$52,562.25		\$23,090.55



Monterey County Juvenile (9573)

1420 Natividad Road
Salinas, CA 93906

Monthly Tablet Commission Report

(04/01/2023 - 04/30/2023)

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-04	Tablet Session	Free	433	4,664	\$0.00 per minute	\$0.00	50.00% of Revenue	\$0.00
2023-04	Tablet Session	Standard	5	6	\$0.05 per minute	\$0.30	50.00% of Revenue	\$0.15
		Total	438	4,670		\$0.30		\$0.15



Monthly Tablet Commission Report

(05/01/2023 - 05/31/2023)

Monterey County Jail CA (9563)

1410 Natividad Road
Salinas, CA 93906

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-05	Tablet Session	Free	46,638	150,132	\$0.00 per minute	\$0.00	50.00% of Revenue	\$0.00
2023-05	Tablet Session	Free Inmate Carrmona	1		\$0.00 per minute		50.00% of Revenue	
2023-05	Tablet Session	Phone Dialer	40,479	515,382	\$0.00 per minute	\$0.00	50.00% of Revenue	\$0.00
2023-05	Tablet Session	Promotional	52,033	606,841	\$0.03 per minute	\$18,205.23	50.00% of Revenue	\$9,102.62
2023-05	Tablet Session	Purple.VRS	14	64	\$0.00 per minute	\$0.00	50.00% of Revenue	\$0.00
2023-05	Tablet Session	Religion	1,813	21,954	\$0.00 per minute	\$0.00	50.00% of Revenue	\$0.00
2023-05	Tablet Session	Standard	20,505	402,097	\$0.05 per minute	\$20,104.85	50.00% of Revenue	\$10,052.43
2023-05	Tablet Video Visit	VVS Free	5,675	41,864	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2023-05	Tablet Video Visit	VVS Paid	10,336	90,584	\$0.15 per minute	\$13,587.60	25.00% of Revenue	\$3,396.90
		Total	177,494	1,828,918		\$51,897.68		\$22,551.94



Monterey County Juvenile (9573)

1420 Natividad Road
Salinas, CA 93906

Monthly Tablet Commission Report

(05/01/2023 - 05/31/2023)

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-05	Tablet Session	Free	350	5,842	\$0.00 per minute	\$0.00	50.00% of Revenue	\$0.00
2023-05	Tablet Session	Standard	3	6	\$0.05 per minute	\$0.30	50.00% of Revenue	\$0.15
		Total	353	5,848		\$0.30		\$0.15

Monterey County Sheriff's Office and Probation Department

RFP #10881

Telephone Services, Tablet Program, Video Visitation System
Proposal

REDACTED COPY



Smart
Communications

Different Culture.
Different Approach.
Different Outcome.

Communication, Automation, Intelligence

MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881
TELEPHONE SERVICES, TABLET PROGRAM, VIDEO
VISITATION SYSTEM



Section 1

COVER LETTER (INCLUDING CONTACT INFO)

July 31, 2023

Mr. Jaime Ayala, MA III
Contracts and Purchasing Department
1488 Schilling Place
Salinas, CA 93901

Dear Mr. Ayala:

Smart Communications is pleased to submit our proposal in response to RFP #10881, Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and Probation Department.

As corrections' most innovative privately held corporation for more than a decade, we have been driven by our passion for innovation, resulting in the development and successful patenting of multiple technologies and services that have transformed correctional facilities all over the country. In fact, many of the technologies and services that are now commonplace in corrections, such as incarcerated persons (IPs) messaging/e-mail, digital requests and grievances, and electronic postal delivery, were first designed and implemented by Smart Communications.

Our proposal is to provide the County with a comprehensive IPs and youth communications system package composed of our SmartEvo™ Inmate Telephone System (ITS), SmartVisit™ Video Visitation System (VVS), SmartInmate™ Electronic Messaging System, SmartEntertainment™ Streaming Media Platform, as well as multiple other value-added technologies, services and benefits at **no cost**.

Our proposed communications package is unique in that all systems are fully integrated within our secure, web-based SmartEcosystem™ Dashboard, providing a single location for authorized staff to access all system administration, monitoring, reporting, data sharing and investigation tools. This will reduce the burden on staff, as they will not have to learn how to effectively administer multiple new systems simultaneously.

Facilities partner with us to ensure seamless, scalable growth through a single, intuitive and affordable platform. While all-inclusive technologies are important, we understand that the team who delivers that technology is equally important to your staff and command. Rest assured that you will be supported 24/7 by the best client services team in the business. As the long-term partner of choice, we innovate for and build to the evolving needs of corrections, while serving our clients and those assigned to their care.

The greatest evidence of a company's ability to provide successful integration, timely service delivery and a true partnership is best demonstrated by current utilization, client references and testimonials. Smart Communications' client footprint has grown organically since our formation in 2009, from one account to more than 150 facilities throughout 29 states. Please refer to "**Exhibit A: Confidential Client Partner List and Testimonials**," which provides point of contact information for all our client partners. We invite you to reach out to any of our clients as this will provide direct feedback on how their partnership with Smart Communications has benefited their staff, IPs and the communities they serve.

MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881
TELEPHONE SERVICES, TABLET PROGRAM, VIDEO
VISITATION SYSTEM



We are honored and excited about the opportunity to collaborate with the County and contribute to your long-term goals for the facilities, safety of the staff, and well-being of the incarcerated persons and youth. Our team is committed to delivering a solution that is tailored to your specific needs and requirements, and we welcome any customization requests or further discussions to ensure the success of this project.

Thank you for considering our proposal. If you have any questions or require further information, please do not hesitate to contact me at 888-253-5178 or jon.logan@smartcommunications.us.

Respectfully,



A handwritten signature in blue ink, appearing to read "Jon Logan".

Jon Logan
CEO, Smart Communications

10491 72nd St., Seminole, FL 33777

Phone: 888-253-5178 | Fax: 941-761-5448

Cc: Jerome Anderson (Account Manager)

MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881
TELEPHONE SERVICES, TABLET PROGRAM, VIDEO
VISITATION SYSTEM



SIGNATURE PAGE

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10881
ISSUE DATE: June 1st, 2023



RFP TITLE: Telephone, Tablet & Visitation Services

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING
OFFICER BY
3:00 P.M., LOCAL TIME, ON July 17, 2023

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Jaime Ayala, EMAIL AyalaJ@CO.MONTEREY.CA.US (831) 783 - 7047

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 7 copies, + 1 USB):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: Smart Communications Holding, Inc. Date 07/21/23

Signature:  Printed Name: Jon Logan, CEO

Street Address: 10491 72nd St.

City: Seminole State: FL Zip: 33777

Phone: (888) 253-5178 Fax: (941) 761-5448 Email: jon.logan@smartcommunications.us

License No. (If applicable): N/A

License Classification (If applicable): N/A

*Prepared by Barbara Blythe, Buyer II for
Jaime Ayala, Management Analyst II*

MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881
TELEPHONE SERVICES, TABLET PROGRAM, VIDEO
VISITATION SYSTEM



RECEIPT OF SIGNED ADDENDA (IF ANY)

Addendum #1 – Issued 06/30/23

COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division



DATE: June 30, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department

ADDENDUM #1

TO: All Interested Proposers

SUBJECT: Changes to Section 3.0 Calendar of Events

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #1.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
County of Monterey - County Administrative Office
1488 Schilling Place, Salinas CA 93901
Phone: (831) 783-7047

AyalaJ@co.monterey.ca.us

 **Jon Logan, CEO**
Company Representative

7/5/23
Date

MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881
TELEPHONE SERVICES, TABLET PROGRAM, VIDEO
VISITATION SYSTEM



Addendum #2 – Issued 07/14/23 |

COUNTY of MONTEREY

County Administrative Office
Contracts & Purchasing Division



DATE: July 14, 2023

PROJECT: RFP #10881 – Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office and County of Monterey Probation Department


ADDENDUM #2

TO: All Interested Proposers

SUBJECT: Questions submitted prior to the deadline & Responses to these.

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #2.

Jaime Ayala
Management Analyst / Deputy Purchasing Agent
County of Monterey - County Administrative Office
1488 Schilling Place, Salinas CA 93901
Phone: (831) 783-7047
AyalaJ@co.monterey.ca.us


Jon Logan, CEO
Company Representative

07/17/23

Date

DECLARATIONS (IF ANY)

RESPONSE: Not applicable.

MONTEREY COUNTY SHERIFF’S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881
TELEPHONE SERVICES, TABLET PROGRAM, VIDEO
VISITATION SYSTEM



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MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881
TELEPHONE SERVICES, TABLET PROGRAM, VIDEO
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MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881
TELEPHONE SERVICES, TABLET PROGRAM, VIDEO VISITATION SYSTEM



Section 2 – EXPERIENCE & REFERENCES

EXECUTIVE SUMMARY [8.2.1]

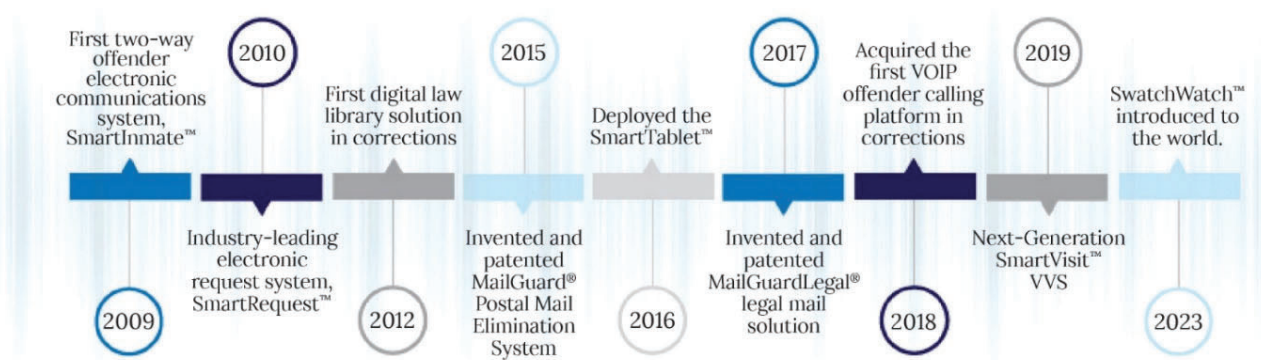
RESPONSE: Smart Communications is pleased to present our proposal in response to RFP #10881 for the provisioning of incarcerated persons (IPs) Telephone Services, Tablet Program, Video Visitation System for the Monterey County Sheriff's Office (MCSO).

Our firm is corrections' most innovative and fastest growing IP communication technology company. For more than a decade, we have been driven by our passion for innovation, resulting in the development and successful patenting of multiple technologies and services that have transformed correctional facilities all over the country. In fact, many of the technologies and services that are now commonplace in corrections, such as IP electronic postal delivery, IP messaging/e-mail and digital requests and grievances, were first designed and implemented by Smart Communications.

In 2009, we launched SmartInmate™, the world's first two-way electronic messaging system exclusively designed for correctional use. SmartInmate™ not only changed the corrections environment by giving IPs access to a faster, more affordable option to stay connected with family and friends, it also provided an entirely new intelligence source to help investigators prevent and solve crimes. A year later, we launched SmartRequest™, the industry's first digital request/grievance/medical platform and deployed the first facility-wide digital law library.

The experience gained by deploying these new technologies and working directly with our facility partners gave us insight into the many challenges faced by correctional institutions and how we could use our technological expertise to provide solutions to overcome them. This solution-based approach led directly to the development of our proprietary SmartEvo™ Inmate Telephone System (ITS), the intelligent SmartVisit™ Video Visitation System (VVS), our patented, industry first MailGuard® Postal Mail Elimination and MailGuardLegal® Privileged Mail Systems, and more.

OUR HISTORY OF FIRSTS & EXCLUSIVE INNOVATIONS



Our proposal is to provide the MCSO with a comprehensive IP communications system package composed of our turn-key SmartEvo™ ITS, SmartVisit™ Video Visitation System (VVS), SmartInmate™ Electronic Messaging System, SmartEntertainment™ Streaming Media Platform, as well as the following value-added technologies, services and benefits at **no cost**:

MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881

TELEPHONE SERVICES, TABLET PROGRAM, VIDEO
VISITATION SYSTEM



- SmartEvo™ ITS service with voice biometrics, call transcription and other advanced call management/investigative tools
- Patented MailGuard® Postal Mail Elimination System service (\$324,000.00 annual value)*
- Patented MailGuardLegal® System service (\$324,000.00 annual value)*
- Jail Management System (JMS), Commissary and Related Systems Interfacing with Automated Information Service (AIS)
- All hardware with installation and software upgrades
- Full-time, On-site Certified Technician (OCT) (\$75,000.00 annual value)*
- 24/7/365 live, U.S.-based customer and technical support
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices
- SmartInmate™ Electronic Messaging System service, including two **free** SmartInmate™ messages every week for each IP (\$46,800.00 annual value)*
- **Free** Remote VVS service for attorney and public defenders
- **Free** unlimited Attorney Messaging with Legal Document delivery and eSignature functionality
- SmartEd™ and SmartReentry™ tablet-based IP educational resources and rehabilitative programs
- SmartLaw™ Digital Law Library (\$20,000.00 annual value)*
- Debit Release Card System

*Based on an IP average daily population (ADP) of 900.

TOTAL VALUE-ADDED TECHNOLOGIES, SERVICES & BENEFITS OVER 5-YEAR CONTRACT TERM

\$3,949,000.00+

Our proposed IP communications package is unique in that all systems are fully integrated in our secure, web-based SmartEcosystem™ Dashboard, providing a single location for authorized staff to access all system administration, monitoring, reporting, data sharing and investigation tools. The centralization and unification of these systems substantially reduces staff burden while maximizing operational efficiency. Since the SmartEcosystem™ Dashboard is web-based, it can be accessed on-site or remotely on any computer with an Internet connection – no additional hardware or software is required.

To strengthen the County's budget, our offer also includes:

- **\$0.01/minute on all paid SmartEvo™ ITS calls with \$125,000.00 Minimum Annual Guarantee (MAG) commission**
- **50.0% commission on total gross SmartVisit™ VVS remote video visitation session revenue**
- **50.0% commission on total gross SmartEntertainment™ revenue**
- **20.0% commission on total gross SmartInmate™ Electronic Messaging System revenue**
- **100.0% commission on total gross SmartEvo™ ITS Inbound Voicemail eXchange (VMX™) revenue provided at a fixed rate of \$1.00/voicemail.**

For complete offer details, please refer to item **Offer (Attachment A)**.

Please note that this is our initial offer based on our understanding of what was desired by the agency, and we are completely open to modifying our financial offer to meet the desires of the agency



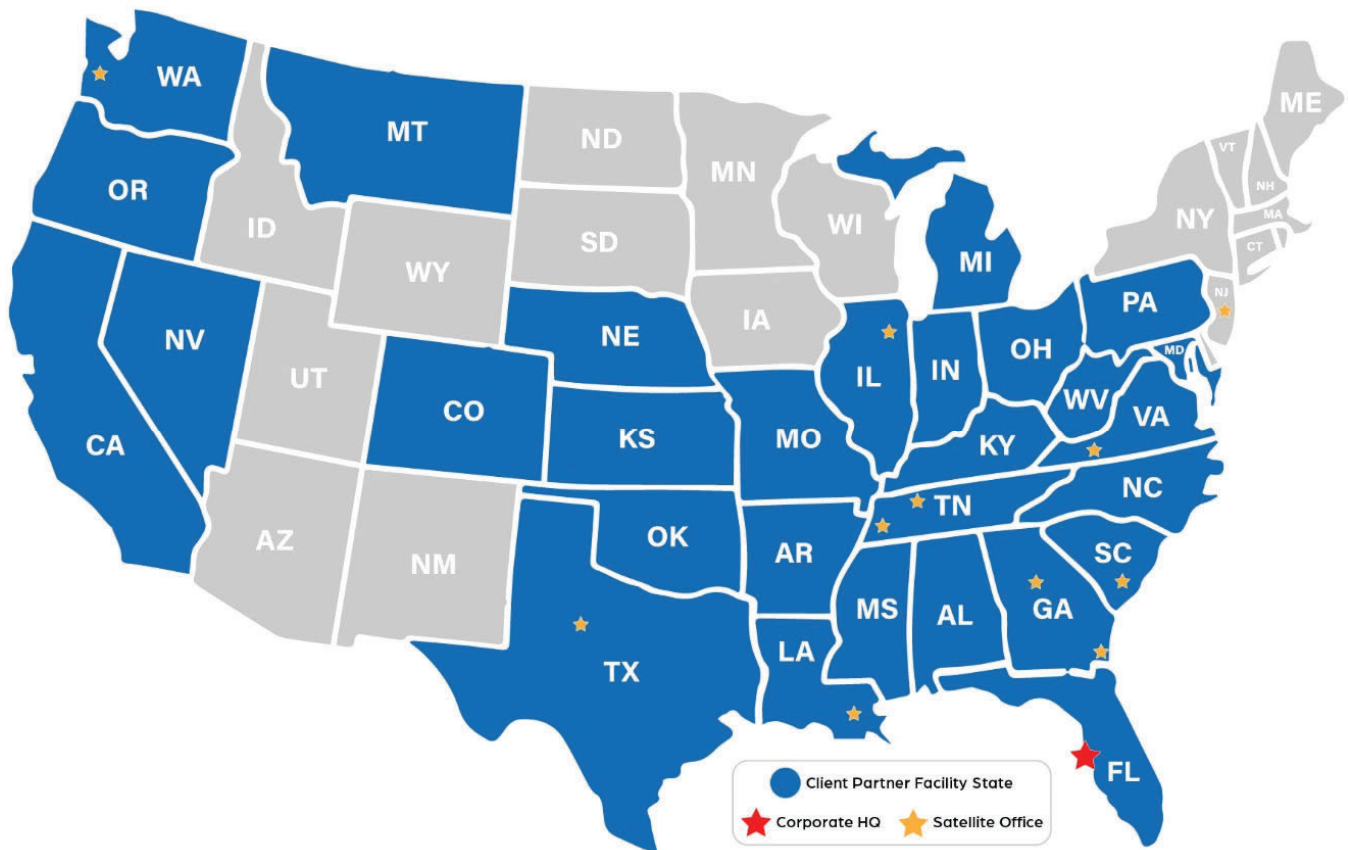
MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881

TELEPHONE SERVICES, TABLET PROGRAM, VIDEO
VISITATION SYSTEM



Current utilization, client references and testimonials are the most compelling indicators of a company's ability to deliver successful integration and prompt service as well as establish genuine partnerships. Smart Communications exemplifies these qualities through its remarkable growth over 13 years, organically expanding from a single account to encompassing more than 150 facilities across 29 states.



Our notable collaborations include institutions such as the Pennsylvania Department of Corrections, accommodating over 50,000 IPs, and the Federal Bureau of Prisons. For a comprehensive overview of our client partners and testimonials, please consult "**Exhibit A: Confidential Client Partner List and Testimonials**," which contains relevant contact information. We encourage you to directly engage with any of our clients to gain firsthand insights into the advantages they have experienced through their partnership with Smart Communications, benefiting their staff, IPs and the communities they serve.

A key factor contributing to our company's impressive growth and success is our bold approach to innovation. Millions of dollars of our revenues are invested in the research and development of new technologies designed to help IPs stay better connected with their loved ones as well as enhance facility safety and efficiency. Our engineering and software development teams are first to create the new technologies other corrections vendors try to duplicate. Moreover, we are proud to note that our vice-presidents of engineering/software development and network operations team introduced the first purpose-built IP Phone Control System (IPCS) in 1986 and the first Voice-over-Internet-Protocol (VoIP) IPCS in 2000. As such, critical elements of our SmartEvo™ ITS have over 30 years of experience and deployments in correctional institutions of all sizes, both domestically and abroad.

MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881
TELEPHONE SERVICES, TABLET PROGRAM, VIDEO
VISITATION SYSTEM



In contrast to vendors that are owned and controlled by private equity funds, Smart Communications stands as a privately owned company and is not for sale. Our dedicated executives and exceptional team of employees are personally invested in the company's success and committed for the long haul. We take pride in the fact that all our technologies and services are developed, managed, supported and enhanced internally. This approach guarantees the needs and interests of our valued client partners are prioritized, ensuring they receive the swiftest and most superior level of service and support possible.

At Smart Communications, we uphold exceptional standards in all aspects of our operations. This encompasses the way we value our employees, our commitment to ethical and legal business practices, and most importantly, our dedication to serving our client partners. We take pride in maintaining an untarnished reputation. Unlike our competitors, we have never experienced security breaches compromising data, engaged in illegal recording of attorney calls, misused call recipient cell phone location technology, faced multiple class action lawsuits, or incurred fines from regulatory agencies.

Another benefit of partnering with Smart Communications, is that the MCSO will be among the first agencies to have the opportunity to utilize our latest innovation – the SmartWatch™.

The SmartWatch™ is the most advanced technology ever introduced to the corrections environment, opening a whole new universe of control, communication, intelligence and possibilities:

- Communication and control
- Live location tracking and monitoring
- Health and wellness monitoring and alerts
- Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring
- Facility alerts, announcements, digital forms



It would be our honor to be selected to demonstrate and openly discuss how our innovation, responsiveness, affordability and ethical business practices can play a vital role in enhancing MCSO safety, security and efficiency, as well as staff and IP welfare.

If you have any questions or would like to discuss our proposal in more detail, please do not hesitate to contact me directly via email jon.logan@smartcommunications.us or phone 888-253-5178.

Thank you for your consideration.

Respectfully,



Jon Logan
CEO - Smart Communications

PRE-QUALIFICATIONS/LICENSING

RESPONSE: Smart Communications is an experienced incarcerated persons (IPs) communication technology and service provider. Many of the of the same technologies and services we are proposing to the Monterey County

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Sheriff's Office and Probation Department and currently utilized as the City of Santa Ana County Jail and are currently being installed at all seven correctional facilities operated by the San Diego County Sheriff's Office.

The following documentation is presented in response to item **#8.2.2.2 Licenses/Certifications** of the proposal to provide further evidence that our firm is qualified to provide services to the County:

- State of California Certificate of Qualification (#4269146)
- FCC Form 499 Flier Database Detailed Information (FRN #0028168466)
- Smart Communications' Interstate and International Institutional Service, Rates, Terms and Conditions
- California Public Utilities Commission Interexchange Carrier Telephone Corporation Registration (Filed 10/20/22)
- General Liability, Worker's Compensation and CyberRisk Liability Insurance Certificates

Additionally, Smart Communications holds and maintains the following certifications and accreditations:

- **Payment Card Industry (PCI):** Smart Communications is subject to and maintains PCI compliance through annual self-assessments (SAQ-D) and quarterly security scans of in-scope systems using a qualified scanning agent. Our internal security policies provide for additional security measures above and beyond what PCI compliance requires.
- **Customer Proprietary Network Information (CPNI):** Smart Communications is in compliance with the commissions CPNI rules per ANNUAL 47 C.F.R. S: 64.2009 € Certification for 2020 EB Docket 06-03.

QUALIFICATIONS [8.2.2]

8.2.2 Proposer shall list its qualifications to include but not limited to:

8.2.2.1 Years of experience as primary service provider

RESPONSE: Smart Communications has 13 years of experience as a primary service provider.

8.2.2.2 Licenses/Certifications

RESPONSE:

MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

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State of California Certificate of Qualification (#4261946)

4269146

**State of California
Secretary of State**

CERTIFICATE OF QUALIFICATION

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that on the **22nd day of April 2019**, **SMART COMMUNICATIONS HOLDING, INC.**, a corporation organized and existing under the laws of **Florida**, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California, and that as of said date said corporation became and now is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of April 29, 2019.



**ALEX PADILLA
Secretary of State**

NP-25 (REV 02/2019)


tlp

MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

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4269146

	Secretary of State Statement and Designation by Foreign Corporation	S&DC-S/N
	<p>IMPORTANT — Read Instructions before completing this form.</p> <p>Must be submitted with a current Certificate of Good Standing issued by the government agency where the corporation was formed. See Instructions.</p> <p>Filing Fee — \$100.00 (for a foreign stock corporation) or \$30.00 (for a foreign nonprofit corporation)</p> <p>Copy Fees — First page \$1.00; each attachment page \$0.50; Certification Fee - \$5.00</p> <p><i>Note:</i> Corporations may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to https://www.ftb.ca.gov.</p>	

FILED *GLV*
Secretary of State
State of California
APR 22 2019



IPC

This Space For Office Use Only

- 1. Corporate Name** (Go to www.sos.ca.gov/business/be/name-availability for general corporate name requirements and restrictions.)
- 2. Jurisdiction** (State, foreign country or place where this corporation is formed - must match the Certificate of Good Standing provided.)

Smart Communications Holding, Inc.	Florida
------------------------------------	---------

3. Business Addresses (Enter the complete business addresses. Items 3a and 3b cannot be a P.O. Box or "in care of" an individual or entity.)

a. Initial Street Address of Principal Executive Office - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
10491 72nd Street	Seminole	FL	33777
b. Street Address of Principal Office in California, if any - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
		CA	
c. Mailing Address of Principal Executive Office, if different than item 3a	City (no abbreviations)	State	Zip Code

4. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 4a and 4b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
		CA	

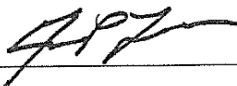
CORPORATION – Complete Item 4c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 4a or 4b

CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE

5. Read and Sign Below (See instructions. Office or title not required.)

I am a corporate officer and am authorized to sign on behalf of the foreign corporation.



 Signature

James P. Logan

 Type or Print Name

S&DC-S/N (REV 03/2017)

2017 California Secretary of State
www.sos.ca.gov/business/be

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FCC Form 499 Filer Database Detailed Information (FRN #0028168466) |

FCC Federal Communications Commission
FCC Form 499 Filer Database Detailed Information
[FCC > CGB Home](#) > [FCC Form 499 Filer Database](#) > FCC Form 499 Filer Database Detailed Information

FCC Form 499 Filer Database DETAILED INFORMATION

[Form 499 Filer 833166 RSS Feed](#)

Filer Identification Information:

499 Filer ID Number: 833166
 Registration Current as of: Apr 1 2019 12:00AM
 Legal Name of Reporting Entity: Smart Communications Holding, Inc.
 Doing Business As:
 Principal Communications Type: Non-Interconnected VoIP (NVOIP)
 Universal Service Fund Contributor: No
 (Contact USAC at 888-641-8722 if this is not correct.)
 Holding Company:
 Registration Number (CORESID): 0028168466
 Management Company:
 Headquarters Address: 10491 72nd Street
 City: Seminole
 State: FL
 ZIP Code:
 Customer Inquiries Address: 10491 72nd Street
 City: Seminole
 State: FL
 ZIP Code:
 Customer Inquiries Telephone: 941-799-1586
 Other Trade Names:

Agent for Service of Process:

Local/Alternate Agent for Service of Process:
 Telephone:
 Extension:
 Fax:
 E-mail:
 Business Address of Agent for Mail or Hand Service of Documents:
 City:
 State:
 ZIP Code:

D.C. Agent for Service of Process:

Corporation Service Company
 Telephone: 888-690-2882
 Extension:
 Fax: 202-408-3141
 E-Mail: sop@cscinfo.com
 Business Address of D.C. Agent for Mail or Hand Service of Documents: 1090 Vermont Avenue, NW
 City: Washington
 State: DC
 ZIP Code:

FCC Registration Information:

Chief Executive Officer: James Logan
 Business Address: 10491 72nd Street
 City: Seminole
 State: FL
 ZIP Code:
 Chairman or Other Senior Officer:
 Business Address:
 City:
 State:
 ZIP Code:

Source: <http://apps.fcc.gov/cgb/form499/499detail.cfm?FilerNum=833166>. Available Online: October 8th, 2019.

MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

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City: Seminole
State: FL
ZIP Code:

Chairman or Other Senior Officer:
Business Address:
City:
State:
ZIP Code:

President or Other Senior Officer:
Business Address:
City:
State:
ZIP Code:

Jurisdictions in Which the Filing Entity Provides Telecommunications Services:

- Alabama
- Arizona
- California
- Colorado
- Florida
- Georgia
- Illinois
- Indiana
- Iowa
- Kansas
- Kentucky
- Louisiana
- Maryland
- Massachusetts
- Michigan
- Minnesota
- Mississippi
- Missouri
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Federal Communications Commission
445 12th Street SW
Washington, DC 20554
[More FCC Contact Information...](#)

Phone: 1-888-CALL-FCC (1-888-225-5322)
TTY: 1-888-TELL-FCC (1-888-835-5322)
Fax: 1-866-418-0232

Source: <http://apps.fcc.gov/cgb/form499/499detail.cfm?FilerNum=833166>. Available Online: October 8th, 2019.

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Smart Communications' Interstate and International Institutional Service, Rates, Terms and Conditions |

Smart Communications Holding, Inc. Interstate/International Rates, Terms and Conditions
10491 72nd Street Original Title Page
Seminole, FL 33777

Posted: February 7, 2019

Smart Communications Holding, Inc. Interstate/International Rates, Terms and Conditions
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CHECK SHEET

Pages of this RTC, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original RTC and are currently in effect as of the date on the bottom of this page.

Interstate and International Institutional Service
Rates, Terms and Conditions
Provided by
SMART COMMUNICATIONS HOLDING, INC.

PAGE	REVISION	*
Title	Original	*
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3	Original	*
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5	Original	*
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Smart Communications Holding, Inc. Interstate/International Rates, Terms and Conditions
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Smart Communications Holding, Inc. Interstate/International Rates, Terms and Conditions
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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - To signify Changed Regulation.
- D - Delete or Discontinue
- I - Change Resulting in an Increase to a rate
- M - Moved from Another RTC Location
- N - New
- R - Change Resulting in a Reduction to a rate
- S - Matter Appearing Elsewhere or Repeated for Clarification
- T - Change in Text But No Change to Rate or Charge
- V - Signifies Vintage RTC
- Z - Correction

MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

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Smart Communications Holding, Inc. Interstate/International Rates, Terms and Conditions
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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's location to a Smart Communications switching center or designated point of presence.

Ancillary Service Charge - Any charge Consumers may be assessed for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls.

Automated Collect Call - Calls billed to the called party that are completed through an automated call processing system. The automated system prompts the call originator and called party. The called party must accept charges for the call and is responsible for payment.

Called Party - The person, individual, corporation or other entity whose telephone number is called. The Called Party is responsible for payment of the charges for use of Smart Communications' automated collect service.

Company or Carrier - Smart Communications Holding, Inc., unless otherwise clearly indicated by the context.

Commission - The Federal Communications Commission.

Correctional or Confinement Institutions - Used throughout this tariff to refer to any type of confinement facility, including prisons, jails, work farms, detention centers or other facilities used for penalty or confinement purposes.

Customer or End User - The person, firm, corporation or other entity which uses Smart Communications' service and is responsible for payment of charges and compliance with the Company's tariff.

Inmates - The jailed or confined population of correctional or confinement institutions.

Jail - A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.

Smart Communications - Used throughout this tariff to mean Smart Communications Holding, Inc.

LEC - Local Exchange Company.

Prison - A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year.

RTC - Refers to this Rates, Terms and Conditions document.

Subscriber - The correctional institution that contracts with the Company for the provision of automated operator assisted telecommunications services for use by inmates and other incarcerated persons.

Smart Communications Holding, Inc. Interstate/International Rates, Terms and Conditions
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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Use

Services provided under this RTC may be used for any lawful purpose for which the service is technically suited, limited to the provisions of this RTC.

2.4 Assignment and Transfer

All facilities provided under this RTC are directly or indirectly controlled by the Company. Service may not be transferred or assigned without the express written consent of the Company. All regulations and conditions contained in this RTC shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.5 Terminal Equipment

Company-provided facilities and service may be used with or terminated in Company- or Customer-provided terminal equipment or communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained under contract between Smart Communications and the Customer. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Smart Communications Holding, Inc.

Smart Communications' services and facilities are furnished for communications originating at correctional or confinement institutions between locations within the United States and foreign countries. The terms of this RTC apply to Smart Communications' interstate and international calls.

Smart Communications provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this RTC. Smart Communications may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, to allow connection of a Subscriber's location to the Smart Communications services.

The Company's services and facilities are available twenty-four hours per day, seven days per week subject to restrictions imposed by the administration of the institution.

2.2 Limitations

2.2.1 Smart Communications provides calling services to inmates and other incarcerated persons in confinement correctional institutions.

2.2.2 Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this RTC.

2.2.3 Smart Communications reserves the right to suspend or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this RTC, or in violation of the law.

2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.5 Service may otherwise be limited at the request of the institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the inmate population.

Smart Communications Holding, Inc. Interstate/International Rates, Terms and Conditions
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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.6 Liabilities of the Company

2.6.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) transmission provided under this RTC, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.6.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer, End User and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this RTC, or for any act or omission of the Customer, End User or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

2.6.3 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber or Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.6.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this RTC shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

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SECTION 2 - RULES AND REGULATIONS, (CONTD.)

2.7 Taxes and Fees

2.7.1 FCC Universal Service Fund

In compliance with the FCC's Universal Service Orders, the Company is required to pay a percentage of its retail revenues to support the Universal Service Fund (USF). This amount is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service. The Company's Universal Service cost recovery will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at: <http://www.fcc.gov/omd/contribution-factor.html>.

2.8 Payment for Service

2.8.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

2.8.2 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 10 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges must be received by the Company within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received by the Company within thirty (30) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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SECTION 2 - RULES AND REGULATIONS, (CONTD.)

2.9 Refusal or Discontinuance by Company

2.9.1 Smart Communications may block calls or suspend service as applicable, for any of the following reasons:

- A. For failure of the Customer to pay a bill for service when it is due.
- B. For violation of any of the Company's rules and regulation as set forth herein.
- C. For failure of the Subscriber to provide the Company reasonable access to its equipment and property.
- D. For Subscriber's breach of the contract for service between the Company and the Subscriber.
- E. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- F. In the event of fraudulent use of the service.
- G. In the event of tampering with the Company's equipment.
- H. In the event of a condition determined to be hazardous to the Customer or Subscriber, to the Company's equipment, the public, or to employees of the Company.
- I. In the event of a Customer's or Subscriber's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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SECTION 2 - RULES AND REGULATIONS, (CONTD.)

2.8 Payment for Service, (Cont'd.)

2.8.3 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service or require establishment of a prepaid account or use of a debit account.

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

2.8.4 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this RTC and pursuant to Federal law.

2.8.5 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid fifteen (15) days following the date printed on the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

Smart Communications Holding, Inc. Interstate/International Rates, Terms and Conditions
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SECTION 2 - RULES AND REGULATIONS, (CONTD.)

2.10 Call Restrictions

Calling capabilities may be restricted by the administration of the correctional or confinement institutions. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 911, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card and local direct. The institution may block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may be limited by the institution.

2.11 Use of Recording Devices

Subscribers who use recording devices do so at their own risk. Subscribers may use a recording device only in compliance with the requirements of local, state, and federal laws.

2.12 Adjustment to Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

2.13 Contracts

Service is offered on a contractual basis to meet specialized requirements of correctional facilities. The terms of each contract shall be mutually agreed upon between the facility and the Company and may include discounts on rates contained herein, charges for specially designed non-telecommunications services, restrictions on the use of certain telephone services or other customized features.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

The Company offers domestic interstate and international automated operator assisted collect calling services for use by inmates and other incarcerated persons in correctional or confinement facilities. Inmate access to the Company's services may be restricted by the administration of the Institution served. The Company's services are available twenty-four hours per day, seven days a week. Unless otherwise specified in this RTC, intrastate service is offered in conjunction with interstate and international service.

Customers are charged individually for each call placed through the Company's network. Charges are based on individual contracts between the Company and Institutions.

3.2 Timing of Calls

- 3.2.1** Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this RTC.
- 3.2.2** Timing of each call begins when the called station is answered (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment.
- 3.2.3** Chargeable time for each call ends when one of the parties disconnects from the call.
- 3.2.4** Unless otherwise specified in this RTC, the minimum Initial Period for billing purposes is one (1) minute.
- 3.2.5** Unless otherwise specified in this RTC, billing for Additional Periods (usage after the Initial Period) is in full one (1) minute increments.
- 3.2.6** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will undertake an investigation of the circumstances of the call and issue a credit when appropriate.

Smart Communications Holding, Inc. Interstate/International Rates, Terms and Conditions
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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D)

3.4 Prepaid Institutional Calling Services

3.4.1 General

Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions. Prepaid Institutional Calling Services are available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies.

Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The called party is automatically informed of the Available Usage Balance remaining in the Prepaid Account prior to acceptance of the call. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. A reminder message is also provided when the account balance has one minute of usage remaining. All calls must be charged against an account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the account is insufficient to continue the call.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the called party. The Available Usage Balance expires six months from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

Two options are available with Prepaid Institutional Calling Services. The first option, the Prepaid Debit Account, allows the inmate to set up his/her own prepaid account at the Confinement Institution; the second option, Prepaid Collect Service, allows the Called Party who receives collect calls from inmates to set up his/her own prepaid account.

Smart Communications Holding, Inc. Interstate/International Rates, Terms and Conditions
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Posted: February 7, 2019

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D)

3.3 Institutional Automated Collect Service

Institutional Automated Collect Service is provided for use by inmates and other incarcerated persons in Correctional Institutions. Interstate service is offered in conjunction with intrastate service.

Service may be limited by the administrators of the institutions. Calls are billed to the Called Party. The Called Party must actively accept charges for the call.

Institutional Automated Collect Service allows inmates to make collect calls to terminating interstate and international locations as specified following. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit (or acceptance). If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is automatically terminated.

Use of the automated collect calling service is subject to the rules and regulations of this RTC and the institution's administrative restrictions.

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Posted: February 7, 2019

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D)

3.4 Prepaid Institutional Calling Services, (Cont'd)

3.4.1 General, (Cont'd)

A. Option A: Prepaid Debit Account

With a Prepaid Debit Account, the inmate is assigned a Personal Identification Number (PIN). When the inmate places a call, he/she enters the PIN and called telephone number. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the inmate's debit account via the Institution; it does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Debit Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses.

B. Option B: Prepaid Collect Service

Prepaid Collect Service is available for use by individuals who receive collect calls from inmates in Confinement Institutions. Once an account is established, all collect calls from the facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. If the payment into the account is provided via credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. Deposits to the account are paid to and handled by the Company via arrangement with a vendor.

There are no minimum deposit amounts required. Additional payments will be accepted with a \$50.00 payment maximum. Initial and additional payments into the account may be made by cashier's check, money order, credit card, debit card, electronic checking or Western Union. Transaction fees will apply for credit card and check by phone transactions. All payments will be subject to applicable taxes.

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Smart Communications Holding, Inc. Interstate/International Rates, Terms and Conditions
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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONTD.)

3.5 Institutional Contract Service Rates - Domestic Interstate

3.5.1 Institutional Collect Service Rates and Charges

A. Option 1

Rate, Per Minute: \$0.25

3.5.2 Institutional Prepaid Collect Service Rates and Charges

A. Option 1

Rate, Per Minute: \$0.21

3.5.3 Institutional Pin Debit Rates and Charges

A. Option 1

Rate, Per Minute: \$0.21

3.5.4 Institutional Debit Card Rates and Charges

A. Option 1

Rate, Per Minute: \$0.21

Smart Communications Holding, Inc. Interstate/International Rates, Terms and Conditions
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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONTD.)

3.6 Institutional Contract Service Rates - International

3.6.1 Institutional Prepaid Debit

A. Rates and Charges

Contract Rates	Per Minute Charge
All Contracts	\$1.50

Smart Communications Holding, Inc. Interstate/International Rates, Terms and Conditions
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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONTD.)

3.7 Ancillary Service Charges

3.7.1 Automated Payment Fees (where available) - Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment fees \$3.00

3.7.2 Live Agent Fee - A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee \$5.95

3.7.3 Paper Bill/Statement Fees - Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees \$2.00

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California Public Utilities Commission Interexchange Carrier Telephone Corporation Registration (Filed 10/20/22)

CPUC - Service Lists - A2210018

ia.cpuc.ca.gov/servicelists/A2210018_91462.htm

CALIFORNIA PUBLIC UTILITIES COMMISSION **Service Lists**

Proceeding: A2210018 - Application of Smart
Filed: Smart Communications Holding, Inc.
List Name: LIST
Last changed: April 18, 2023

[Back to Service Lists Index](#)

Parties

JONATHAN LOGAN
CEO & DIRECTOR
SMART COMMUNICATIONS HOLDING, INC.
10491 72ND STREET
SEMINOLE, FL 33777
FOR: SMART COMMUNICATIONS HOLDING, INC.

Information Only

SEANEEN WILSON
CALIF PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE LAW JUDGE DIVISION
AREA
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

KIEUCHINH TRAN
CALIF PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE LAW JUDGE DIVISION
300 Capitol Mall
Sacramento, CA 95814

MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

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- Proceeding
- Documents
- Rulings
- Decisions
- Public Comments

Proceeding Detail

[Subscribe](#) [Add Public Comment](#)

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A2210018 - Proceeding

Filed By: Smart Communications Holding, Inc.

Service Lists: [Service List 1](#)

Industry: Communications

Filing Date: October 20, 2022

Category: Ratesetting

Current Status: ACTIVE

Description: Application of Smart Communications Holdings Inc. for Registration as an Interexchange Carrier Telephone Corporation Pursuant to the Provisions of Public Utilities Code Section 1013.

Staff:
ALJ: Kieuchinh Tran (Assigned Mar 23, 2023)
ALJ: Seaneen Wilson (Assigned Apr 18, 2023)
COMMISSIONER: Karen Douglas (Assigned Mar 23, 2023)

MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

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General Liability, Worker's Compensation and CyberRisk Liability Insurance Certificates |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BKS Partners 4211 W. Boy Scout Blvd Ste 800 Tampa FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813-470-5023 FAX (A/C, No): 813-221-1857 E-MAIL: ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER B : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Co	25674	INSURER B : Phoenix Insurance Company	25623	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Smart Communications Holdings, Inc. 10491 72nd Avenue Seminole FL 33777	SMART-3													

COVERAGES **CERTIFICATE NUMBER:** 515854578 **REVISION NUMBER:**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		H-630-4W089833-TIL-23	2/9/2023	2/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA-3W476872-23-13-G	2/9/2023	2/9/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-8M341133-23-13	2/9/2023	2/9/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Tech/E&O incl Cyber & Media		ZPL51M75655-23-13	2/9/2023	2/9/2024	Each Occurrence 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER For Insurance Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

RESPONSE TO RFP #10881
TELEPHONE SERVICES, TABLET PROGRAM, VIDEO
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620	CONTACT NAME: PHONE (A/C. No., Ext): (877) 286-6850 FAX (A/C. No.): E-MAIL ADDRESS: pbscerts@paychex.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 40142

INSURED
 Paychex PEO Holdings LLC All Emp: Smart Communications Collier Inc
 911 Panorama Trail South
 Rochester, NY 14625

COVERAGES **CERTIFICATE NUMBER:** 23FL0951018785 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 12-68-329-03	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
	Location Coverage Period: 06/01/2023 06/01/2024 Client# 20010808-FL						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage is provided for Smart Communications Collier Inc
 only those co-employees 10491 72nd St
 of, but not subcontractors Seminole, FL 33777
 to:

CERTIFICATE HOLDER Proof of Coverage 10491 72nd St Seminole, FL 33777	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

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CyberRisk Declarations

Claims-Made: The Liability Insuring Agreements are provided on a Claims-Made basis, and cover only *Claims* first made during the *Policy Period*, or any applicable extended reporting period. Please read the Policy.

Defense Within Limits: The Limit available to pay settlements or judgments will be reduced, and may be completely exhausted, by *Defense Costs*, and any retention will be applied against *Defense Costs*.

A limit left blank for a coverage means that such coverage is not included. An entry for any other provision left blank means that such provision does not apply.

The Insurer has the duty to defend *Claims*.

CyberRisk Aggregate Limit: \$3,000,000

Liability	Limit	Retention
Privacy and Security	\$3,000,000	\$25,000
Payment Card Costs		Subject to Privacy And Security Retention
Media	\$3,000,000	\$25,000
Technology Errors And Omissions	\$3,000,000	\$25,000
Regulatory Proceedings		
Breach Response	Limit	Retention
Privacy Breach Notification	\$1,000,000	\$25,000
Computer and Legal Experts	\$1,000,000	\$25,000
Betterment		
Cyber Extortion	\$1,000,000	\$25,000
Data Restoration	\$100,000	\$10,000
Public Relations	\$1,000,000	\$25,000
Cyber Crime	Limit	Retention
Computer Fraud	\$100,000	\$10,000
Funds Transfer Fraud	\$100,000	\$10,000
Social Engineering Fraud		
Telecom Fraud	\$100,000	\$10,000
Business Loss	Limit	Retention
Business Interruption	\$1,000,000	
Dependent Business Interruption	\$250,000	
Dependent Business Interruption - System Failure		
Dependent Business Interruption - Outsource Provider		
Dependent Business Interruption - Outsource Provider		
Dependent Business Interruption - System Failure		
Reputation Harm		

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System Failure \$100,000

Additional First Party Provisions

Accounting Costs Limit:

Betterment Coparticipation: %

Period Of Restoration: 180 days

Period Of Indemnity: days

Wait Period: 72 hours

Business Loss Retention:

Emergency Costs Limit:

Knowledge Date:

P&P Date:

Retro Date: February 09 2015

Extended Reporting Period

Months	Percentage of Annualized Premium
	%

MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION DEPARTMENT

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TELEPHONE SERVICES, TABLET PROGRAM, VIDEO VISITATION SYSTEM



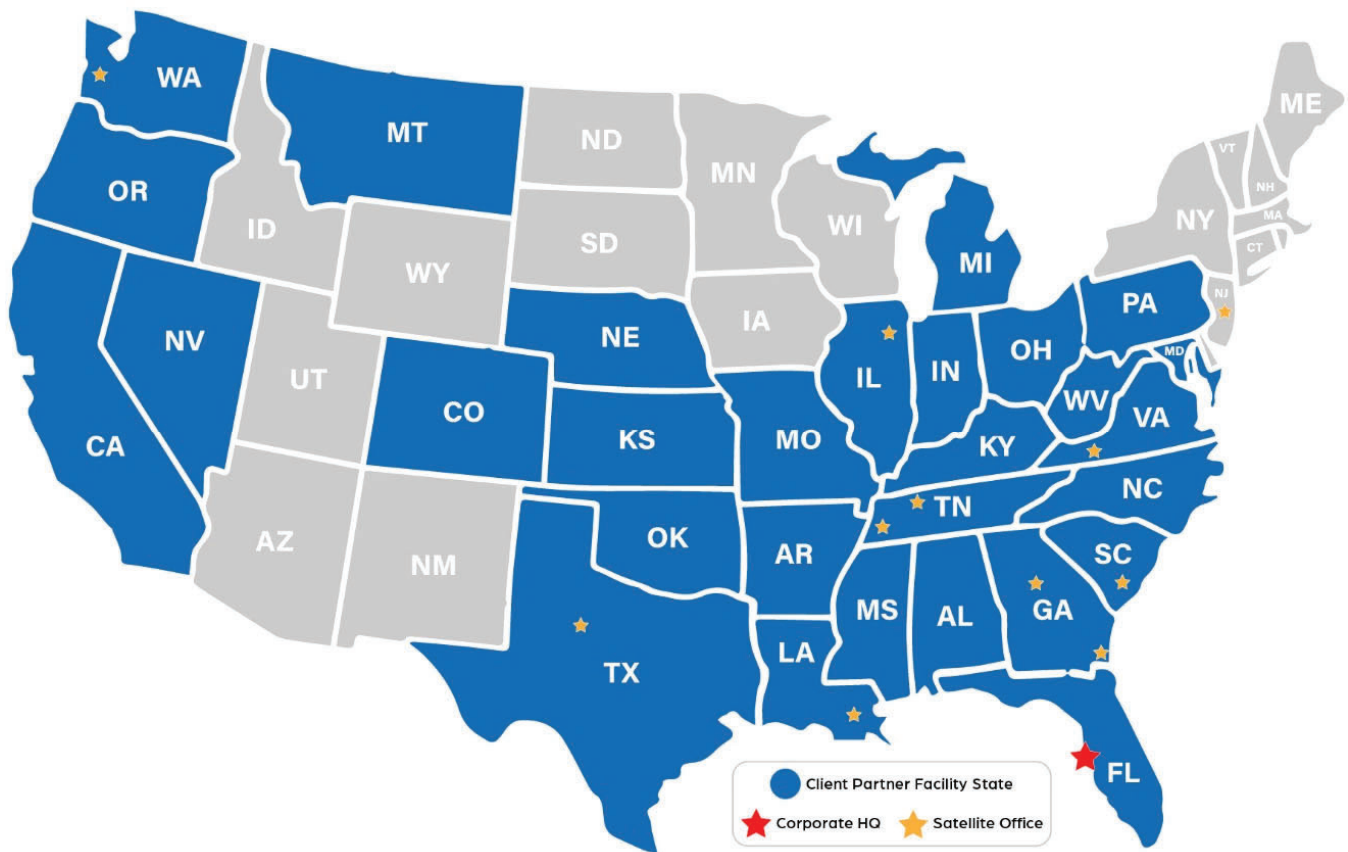
8.2.2.3 Key Personnel's Names and Experience for:

8.2.2.3.1 Executive Team

8.2.2.3.2 Project Implementation Management

8.2.2.3.3 Ongoing Executive Support

RESPONSE: Smart Communications has been researching, developing and providing inmate communication solutions for over a decade. We provide our technologies and services to over 150 different correctional facilities in 29 states.



This experience has provided us with a thorough understanding of the complexities and security concerns associated with operating in a correctional facility, as well as the know-how to deliver solutions in a timely manner and provide ongoing support. We are confident we have the experience, technology and resources necessary to meet and exceed the requirements for this project.

Headquartered in Seminole, FL, with various satellite offices located throughout the country, Smart Communications employs over 100 individuals, including strategically located and experienced account and technical service representatives.

The following Smart Communications team members will be involved to ensure the successful implementation and ongoing support for this project.

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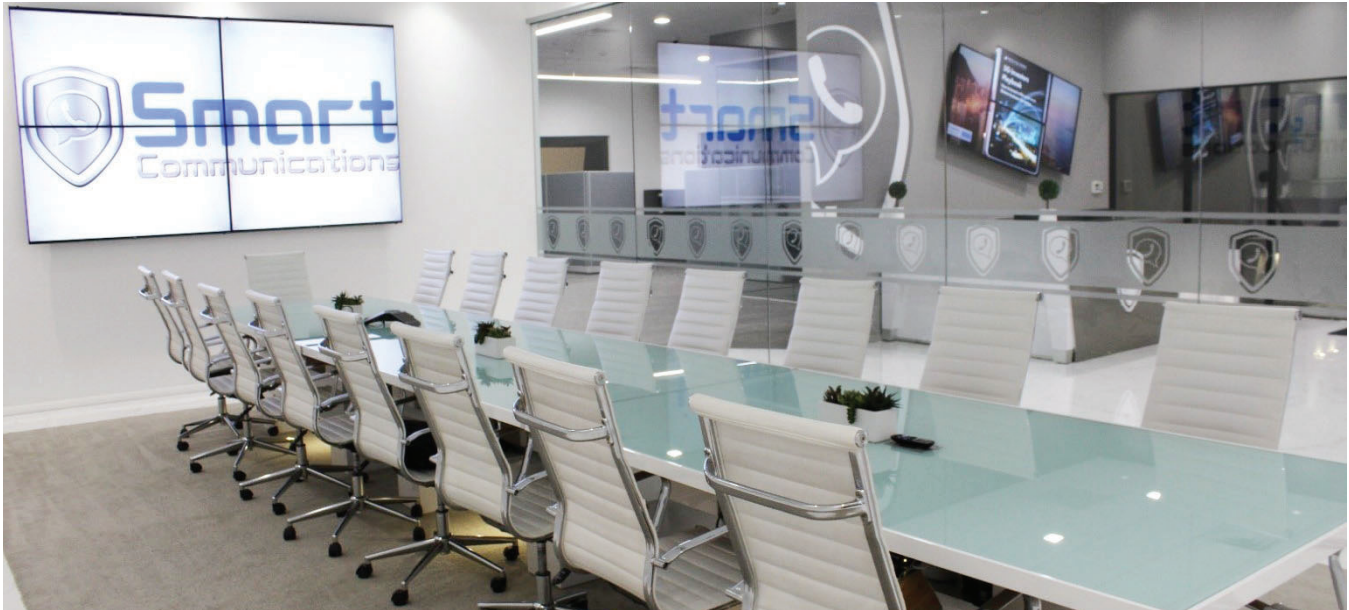
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8.2.2.4 Disaster Recovery Plan

RESPONSE: Smart Communications is well-prepared to respond quickly and effectively should an emergency or disaster strike. As an ongoing part of daily operations, Smart Communications' teams are fully prepared for emergency restoration of facilities. We have assembled plans and procedures to be followed during such an event to minimize the impact catastrophic network outages have on our customers. Our highly trained personnel have the equipment, materials and skills to effectively deal with emergency/disaster events that may threaten the operations of the technologies and services we provide to our clients.

The information presented below details the requirements and steps that will be taken for the recovery from any emergency/disaster affecting services at Smart Communications' facilities or our clients' facilities with the fundamental goal of allowing basic business functions to resume and restoring all systems to pre-emergency/disaster functionality.

Three basic strategies are incorporated in Smart Communication's Emergency/Disaster Recovery Plan:



PREVENTION

Smart Communications' communications infrastructure is designed to provide dependable high-quality services to customers and to reduce downtime with maximum availability. This infrastructure depends on the integrity and proper functioning of a variety of hardware, software and network components. Aspects of this infrastructure are at risk any time one or more of these components fail. Smart Communications takes proactive steps to minimize both the occurrence and the impact of situations that have the potential to interrupt services provided to the inmate or jeopardize the facility's data, such as call records or recording.

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To help avoid disasters resulting from equipment failure and minimize the effects of other types of disasters, Smart Communications has deployed a robust, redundant network infrastructure and fault-tolerant computer-controlled communications system with redundant off-site data storage.

Smart Communications maintains three geographically disparate, redundant, secure data centers with the ability to switch both data and voice traffic from one facility to the other. Each data center utilizes redundant Internet services, multiple power feeds, and provides battery backup and generator power in the event of an emergency. All network components are redundant with automatic failover to prevent unexpected downtime. Access to the data centers is limited to IT staff with a specific need to enter.

The data centers host our redundant communications technology platforms, including servers, databases, media storage and software. All servers utilize internal redundancy, such as multiple power supplies on different electrical circuits, hard drives in RAID configuration, and teamed network connections to multiple network switches, in turn, connected to different electrical circuits and cross-connected to mesh traffic. Data at the data centers is backed up via an encrypted off-site backup service every four hours.

Smart Communications' call centers and Network Operations Center (NOC) are housed in mission-critical facilities, providing redundant power grid service from two geographic sources as well as multiple generator units and a multi-week fuel supply. Telecom and data services are also redundant at each facility, minimizing the risk of a total service outage. Smart Communications' 24/7/365 NOC is responsible for maintaining the network infrastructure that supports the hardware and services provided at all Agency facilities. The NOC continuously monitors the health, security and capacity of all communications equipment, applications and associated networks to help ensure 99.99% uptime with uninterrupted, reliable operations.

DETECTION

All Smart Communications' communications equipment, applications and associated networks are monitored and analyzed in real time. This includes all the communications equipment, applications and associated networks at each Agency facility. Proactive monitoring allows Smart Communications to diagnose and resolve issues before they become a problem and affect service.

If an issue is anticipated or has been identified, Smart Communications' experienced NOC personnel take immediate corrective action to resolve the issue remotely. If our NOC is unable to resolve the issue remotely, a certified regional Field Service Technician will be dispatched to the facility.

In the event of an emergency/disaster that causes a total loss of services to a facility, Smart Communications' NOC will have complete ownership and control to carry out its emergency response and recovery procedures. Our NOC will keep the County points of contact fully informed of the status of recovery efforts. Progress reports will be provided at an agreed upon interval until all services are fully restored.

RECOVERY

Smart Communications' Emergency/Disaster Recovery Plan takes into account all steps necessary to resume normal operation in the event of a natural or technical failure. Smart Communications' Emergency/Disaster Recovery Plan addresses the emergency recovery of services in the event of a natural or manmade disaster that has caused damage or service disruption to the communications systems at any Agency facility.

With Smart Communications' hosted communication systems, there are very few on-site hardware components. However, these components are monitored for operation and an event during a local disaster may interrupt their operation. When this is the case, the issue can typically be diagnosed and resolved through remote access from Smart Communications' NOC. If the full extent of the damage cannot be determined by remote access or

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the problem cannot be resolved remotely, Smart Communications will immediately dispatch a local technician to perform additional diagnostics, and repair or replace the system components.

To ensure the highest level of service during an emergency/disaster, service technicians will carry enough equipment on their service vehicles to replace the affected hardware at the facility. Furthermore, additional hardware can be shipped from the warehouse and arrive on-site the day after the emergency/disaster. The technician will work with the NOC to restore service to the facility.

Network outage will be detected by the NOC and immediately acted upon. The NOC will work with the network provider and escalate as necessary to restore the services as quickly as possible.

In the event of a power failure, an uninterruptible power supply will provide temporary power for the entire system. In the absence of an emergency generator at the facility, the system will perform a safe shutdown to protect data upon expiration of the UPS. Once the power is restored, the system will reboot without human intervention and resume normal operations.

Throughout the restoration process, Smart Communications' NOC Team will keep the County points of contact fully informed of the status of recovery efforts.

Smart Communications' Emergency/Disaster Recovery Plan addresses the emergency recovery of services in the event a natural or manmade disaster which has caused damage or service disruption to the communications systems at one of the data centers.

Smart Communications maintains three geographically disparate, redundant, secure data centers with the ability to switch both data and voice traffic from one facility to the other. An emergency/disaster that fully impacts the primary Data Center will be detected by the NOC and immediately acted upon. Most issues can be diagnosed and resolved through remote access from our NOC. If the full extent of the issue cannot be determined by remote access or the problem cannot be resolved remotely, Smart Communications will immediately dispatch a technician to the data center to perform additional diagnostics to repair and/or replace the system components.

If the outage is severe, the NOC will invoke emergency measures that will bring all the necessary internal teams together so the issue can be properly addressed in a timely manner. If necessary, the team will make arrangements to reroute both the data and voice traffic from the primary data center to one of the secondary data centers. Once the reroute of both the data and voice traffic from the primary data center to a secondary data center is complete, the NOC team will verify all communications equipment, applications and associated networks are working correctly. Once all traffic has been rerouted to a secondary data center and all services are operating correctly, the NOC team will begin the task rectifying issues with the primary data center.

SUMMARY

Smart Communications minimizes the risk to our Communications platforms by furnishing high-quality equipment that is properly installed, maintained and continuously monitored. Event recognition technology includes self-diagnostic equipment and software that keeps Smart Communications' NOC informed of system performance in real time. Redundancy of critical components safeguards system functionality and redundant data storage restoration is also available should it be needed.

Smart Communications is well prepared to respond quickly and effectively should an issue occur or disaster strikes. As an ongoing part of daily operations, Smart Communications' teams are fully prepared for emergency restoration of facilities. Smart Communications has assembled plans and procedures to be followed during such an event to minimize the impact catastrophic network outages have on our customers. In addition, our highly trained personnel have the equipment, materials, and skills to effectively deal with both minor and major events that may threaten the services we provide to the County.

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8.2.2.5 Notices of previous Violations, if any: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency from 2018 up to and including the present day.

RESPONSE: Not applicable. Smart Communications nor its affiliated business entities has never received any notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation.

8.2.2.6 List of current and/or previous Sheriff's County Offices and Probation Departments in California each, including the ADP and contact information, that are currently using or have used the Proposer's:

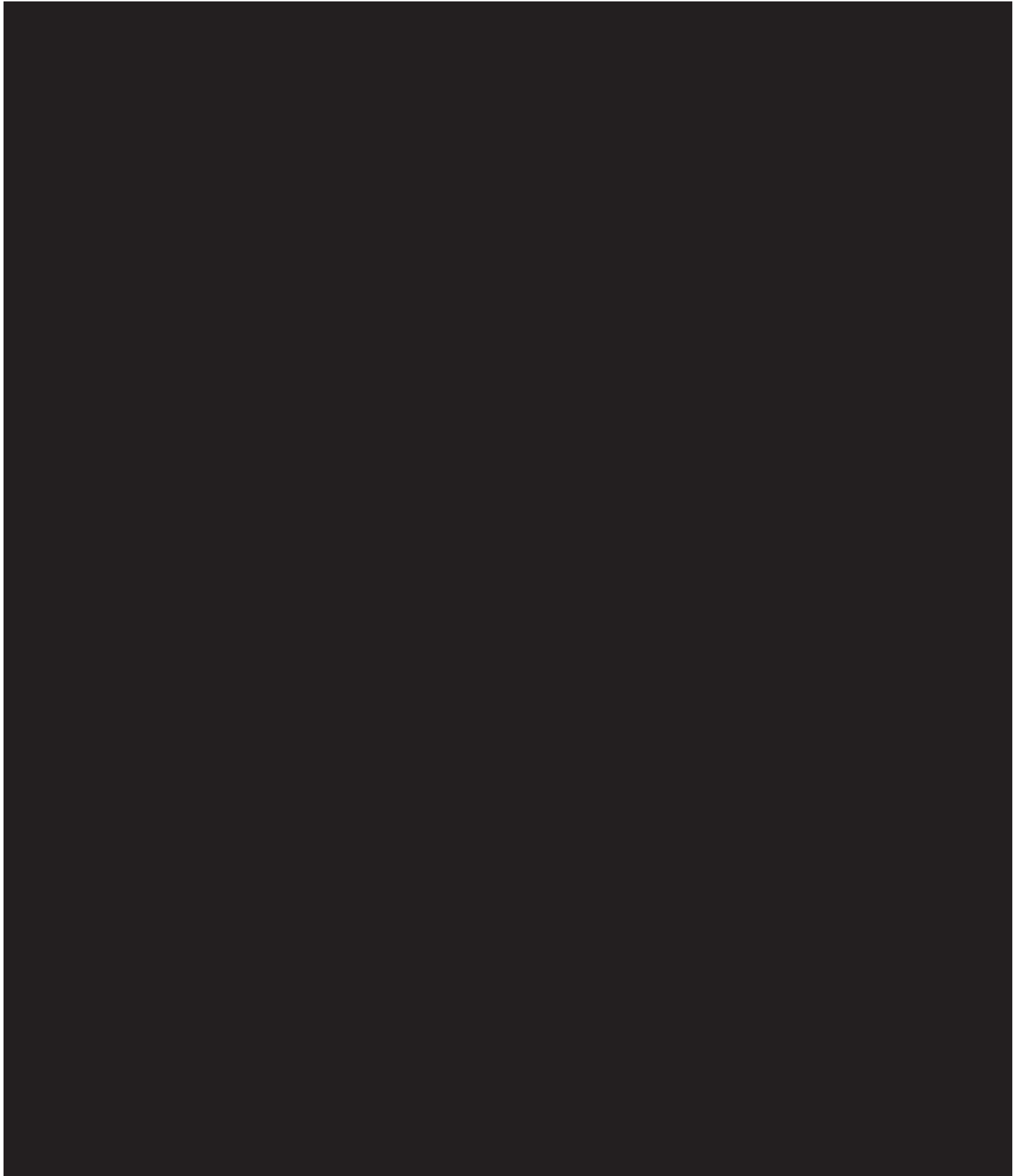
8.2.2.6.1 Telephone System, Associated Services and Other Service Offerings – Minimum five (5) clients, more is preferred.

RESPONSE: Smart Communications is proud to present the following five agencies that are currently utilizing our SmartEvo™ ITS.



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Please refer to "**Exhibit A: Confidential Client Partner List and Testimonials**" for additional information about other agencies we service.

IMPORTANT NOTE: *Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

8.2.2.6.2 Tablet Program and Tablets - Minimum five (5) clients, more is preferred.

RESPONSE: Smart Communications is proud to present the following five agencies that are currently utilizing our SmartTablet™ devices and programs:



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Please refer to "**Exhibit A: Confidential Client Partner List and Testimonials**" for additional information about other agencies we service.

8.2.2.6.3 Video Visitation System - Minimum five (5) clients, more is preferred.

RESPONSE: Smart Communications is proud to present the following five agencies that are currently utilizing our SmartVisit™ VVS.

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Section 3 – TECHNICAL PROPOSAL

8.2.3 Technical Proposal for Telephone System and Other Associated Services and Service Offerings, Tablet Program and Tablets, and Video Visitation that includes but not limited to descriptions of:

8.2.3.1 Design, Features, Associated Services and Service Offerings, Technical Components, Integration Capabilities

RESPONSE: We are confident we have the experience, technology and resources necessary to meet and exceed the requirements for this project. Please refer to our responses provided throughout **5.0 Scope of Work**, that follows.

8.2.3.2 Project Methodology and Project Management

RESPONSE: Smart Communications has extensive experience installing and maintaining inmate communications systems throughout the country. We have developed standard installation, cut-over and turn-up procedures that minimize disruptions and allow the new systems to come online quickly with minimal facility staff involvement.

We utilize a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close.

By coupling this phased approach to project management/implementation with our experience, Smart Communications anticipates all proposed systems will be installed and fully operational within 45 days of contract execution.

A brief description of each project management/implementation phase, Project Milestones, Risk Mitigation Plans and a complete list of the tasks and sub-tasks associated with each phase are provided below. Please note that the plan/schedule provided below is “preliminary” and can be adjusted if necessary to help achieve the County’s project completion objective.



Initiation (1.0): Immediately after contract execution, Smart Communications conducts an internal planning meeting to review and discuss the project and related documentation, including the RFP Scope of Work, preliminary project/implementation plan timeline and executed contract. During this meeting, Smart Communications staff are officially assigned to specific roles and project team/groups, which include:



- Account Manager
- Project Manager
- Quality Assurance Manager
- Client Services Manager
- Installation Team
- Software Engineers

Field Service Technicians (FSTs) located at our headquarters in Seminole, FL are also notified that a new client is being onboarded.

The preliminary project/implementation plan timeline is updated with official project team/group assignments as well as any other changes that may have resulted from contract negotiations.

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After the internal planning meeting has concluded, an introductory/project kick-off call is conducted with the County's designated project lead. The primary purpose of this call is to schedule an on-site pre-installation survey and project planning meeting, obtain the names and point of contact details for the primary project stakeholders, including IT department manager, facility escorts, materials receiver and any other project liaisons, as well as to request facility floorplans and site access/security/background check forms.

The Initiation phase concludes after the on-site site survey and project planning meeting has been scheduled and the County's record in our internal project management system is updated with all relevant information discussed and obtained during this phase.

Planning (2.0): During the planning phase, an on-site pre-installation site survey will be conducted by Smart Communications' project manager and installation team staff who thoroughly inspect the facility's architecture, existing inmate communication systems infrastructure and jail system interfaces.



The project manager records various pieces of critical information to allow for a formal project/implementation plan timeline to be drafted and presented to the County for approval. The formal project plan will contain detailed information, including but not limited to:

- **Telephone/equipment room details:**
 - Physical location(s) and dimensions
 - Cabinet or rack mount requirements
 - Electrical and surge protection requirements
 - HVAC requirements
 - Telephone demarcation point(s)
- **Wireless Access Points (WAPs)**
- **Building to building connectivity (fiber) (if applicable)**
- **Hardware quantities and installation points:**
 - Network hardware
 - SmartEvo™ ITS
 - SmartKiosk™ devices
 - SmartTablet™ devices and charging stations
 - MailGuardLegal® Cart
- **Detailed project plan/implementation timeline with Gantt Chart**
- **Main Distribution Frame (MDF) location**
- **Independent Distribution Frames (IDFs), housing units/pods and number of inmates per housing unit/pod**
- **Jail System Interfaces:**
 - Jail Management System (JMS)
 - Commissary
 - Inmate Trust Fund (ITF)
- **Preferred local electrical contractor(s)**
- **Detailed provisioned service list:**
 - SmartEvo™ ITS
 - MailGuard® and MailGuardLegal®
 - SmartVisit™ VVS
 - SmartInmate™ Electronic Messaging
 - SmartRequest™
 - SmartLaw™ Digital Law Library
 - SmartEd™ and SmartReentry™
 - SmartEntertainment™
 - Jail System Interfaces

The formal project plan will be submitted to the County's Project Lead (PL) five days after the pre-installation site survey has been completed.

Network broadband circuit delivery is subject to long delivery lead times. To expedite this process, the Network Operations Center (NOC) orders these circuits and services from Internet Service Provider(s) that will be used to support the systems to be installed immediately after the pre-installation site-survey.

Shortly after the pre-installation site survey has been conducted and the formal project plan has been submitted, the on-site project planning meeting with the County's designated staff will take place. During this

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meeting, unique facility needs will be discussed, stakeholder questions and concerns are addressed and the formal project plan/implementation plan timeline is reviewed and approved.

The Planning phase concludes with the scheduling of on-site installation and training of facility staff.

Execution (3.0): This phase consists of several tasks and subtasks, including the following:

- Requisition of hardware from inventory and preparation
- Design and development of JMS, Commissary and other applicable jail system interfaces
- Acquisition, conversion and loading of inmate data feeds
- Configuration of QA testing of provisioned service applications
- Post installation hardware/system application QA testing
- Shipping of hardware to site location
- Creation of client user profiles and permissions in the SmartEcosystem™ Dashboard
- QA testing of JMS, Commissary and other applicable jail system interfaces
- Site installation
- On-site facility staff training



The Execution phase concludes with performance of final hardware/systems testing, cut-over and turn-up.

Monitor and Control (4.0): During this phase, the 5-day Customer Acceptance period is initiated. During this time, the facility's systems are closely monitored on-site by Smart Communications' on-site staff and remotely by our NOC technicians.

The Monitor and Control phase concludes with the client's confirmation/acceptance that all technologies and services provided are functioning properly.

Project Close (5.0): During this final phase, Smart Communications will complete any outstanding action items, if applicable, and will request the client's PL contact to sign-off on the successful completion of the project. A Project Implementation Satisfaction survey will also be distributed to be completed by County staff involved with the implementation. Once the County has signed-off on the project, the record is closed in our internal project management system.



Project Milestones |

The fields associated with major milestones are shaded in light gray within each high-level, preliminary project plan/implementation schedule provided below and can be broken down into pre-installation, on-site installation and post-installation milestones, as detailed in the narrative below:

Pre-Installation Milestones |

Pre-installation milestones are achieved during both the project Initiation and Planning phases.

1. Completion of Internal Planning/Kick-off Meeting
2. Completion of Introductory/Project Kick-off Call with the County's PL and Scheduling of Pre-Installation Site Survey Planning Meeting
3. Submission of Required Site Access/Security/Background Check Forms
4. Completion of Pre-Installation Site Survey
5. Submission of Revised/Formal Project Plan/Implementation Schedule to the County's PL
6. Ordering of Network Broadband Circuitry

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7. On-site Project Planning Meeting with PL and Designated Facility Staff
8. Scheduling of Equipment Installation and Facility Staff Training

On-site Installation Milestones |

On-site installation milestones are achieved during the project Execution phase. The first set of these milestones is primarily achieved by Smart Communications' NOC, Software Engineering (SE) and Materials

Procurement/Warehouse (MP) personnel and include:

1. Finalization of Network Diagram
2. Requisition of Network and Inmate Hardware from Inventory
3. Ordering of Additional, Site-Specific Materials (i.e., cable, conduit, etc.)
4. Preparation/Configuration of Network and Inmate Hardware
5. Creation of FTP Account to Support JMS, Commissary and Other Applicable Jail System Interfaces
6. Shipping and Delivery of Hardware and Additional Materials to Site

After the hardware and additional materials are delivered to the site, our NOC and SE, along with Quality Assurance (QA) and Client Services Management (CSM) personnel work towards the completion of the second set of on-site installation milestones, which include:

7. Creation of SmartEcosystem™ Dashboard Client User Profiles and Permissions
8. Acquisition, Conversion and Loading of Inmate Data Feeds
9. Quality Assurance Testing of JMS, Commissary and Other Applicable Jail System Interfaces
10. Configuration and Quality Assurance Testing of Provisioned Service Applications (i.e., SmartEvo™ ITS, SmartVisit™ VVS, SmartInmate™ Electronic Messaging, SmartEd™, SmartLaw™ Digital Law Library, etc.)

While Smart Communications' NOC, SE, QA and CSM staff work towards the completion of the second set of on-site Installation milestones, our Installation Team Members (ITMs) begin the installation of the hardware and additional materials delivered to the site location.

Post-Installation Milestones |

Post-installation milestones are achieved during the project Execution, Monitor and Control, and Project Close phases and include:

1. Successful Installation of All Network and Inmate Hardware and Additional Site Materials
2. All Network and Inmate Hardware Installed is Identified, Labeled and Documented in the Site Equipment Inventory List
3. Completion of All Post-Installation Hardware/System Application Quality Assurance Tests to Verify Functionality
4. Completion of On-Site Training with Facility Staff User Groups (i.e., System Administrator, Supervisory General and Investigation Staff)
5. Completion of System(s) Cut-Over and Turn-Up
6. Initiation of 5-day Customer Acceptance Period
7. Receipt of Confirmation/Acceptance of Proper System Functionality from the County's PL

Risk Mitigation Plans |

Though standard project implementation/installation procedures are used, each project is unique and is subject to certain controllable and non-controllable risks as well as assumptions. Smart Communications has developed

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various risk mitigation plans to help ensure timely project completion, even when faced with challenges and unforeseen circumstances.

Risk Description: Equipment delivery issues (i.e., delivery delay, incorrect equipment is delivered, non-functional and/or non-conforming equipment)

Risk Type: Controllable

Risk Impact: May delay project completion timeline

Risk Mitigation Plan: Our Provisioning Manager orders the necessary equipment shortly after receipt of the Notification of Award (NOA) to ensure it is delivered at the appropriate time. If there is a delivery delay or other problem with the equipment ordered by the Provisioning Manager, we can keep the project implementation on schedule by immediately fulfilling the equipment order from surplus inventory maintained at our warehouse.

Risk Description: Site readiness issues (i.e., age and condition of facility's network infrastructure and/or wiring)

Risk Type: Controllable

Risk Impact: May delay project completion as additional technicians may be required to repair, replace or upgrade existing infrastructure and/or wiring

Risk Mitigation Plan: Shortly after contract award, our Project Manager and installation team will conduct a thorough site survey with the appropriate County staff member who can provide access to all areas throughout the facility in which network infrastructure and equipment will be deployed. During the site survey, the facility's existing network infrastructure and wiring will be inspected. If the site survey inspection reveals substantial infrastructure and wiring upgrades are needed, and such upgrades would create an unacceptable delay in project implementation, our Project Manager will arrange to subcontract these basic installation tasks to the local engineering/technical firm selected by the County. If subcontractors must be used to assist with infrastructure and wiring upgrades, such personnel will be subjected to thorough background screenings and will work in full compliance with all facility access policies and rules. All costs associated with infrastructure and wiring upgrades and the use of subcontractors are paid in full by Smart Communications at no cost to the County.

Risk Description: Training issues (i.e., facility staff scheduling/availability, classroom availability, open internet accessibility)

Risk Type: Controllable

Risk Impact: Incomplete or insufficient training can prevent County staff from effectively using and taking advantage of all features and benefits of the technologies and services being provided.

Risk Mitigation Plan: Upon award of contract, our Project Manager submits a training request to our Education and Client Services Director. Our Education and Client Services Director then assigns this request to the appropriate Instructor/Client Services team member. The Instructor/Client Services team member assigned to the training request will contact the appropriate point of contact at the County and conduct an initial interview to determine training needs. During this initial interview, the following topics will be discussed:

- Introduction and general discussion of technologies and services to be provided
- Identification of facility staff who will need to be trained in the use and operation of the technologies and services to be provided
- Establishment of facility staff user permissions and roles (staff, staff administrator, investigator and system administrator)

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As soon as the project implementation plan is finalized by the Project Manager and the system go-live/turn-up date has been established, the assigned Instructor/Client Services team member will communicate this information to the appropriate facility point of contact and set a firm on-site training date and location. To provide facility staff with the best training and transition experience possible, we recommend on-site training is scheduled for the day before or the day of the system go-live/turn-up date. This provides facility staff with the opportunity to immediately work with the systems in the facility itself. Furthermore, the Instructor/Client Services will remain on-site the day after training is conducted to provide staff with additional support.

In addition to on-site training, Client Services will provide remote, web-based training as needed. These online instructor-led training courses serve to introduce new County staff to Smart Communications' technologies and services or to refresh the knowledge base of or introduce new features to existing staff. Both on-site and remote training are available upon request at no cost throughout the contract term.

Risk Description: Implementation delay or service disruption caused by third-party network circuit/connection provider

Risk Type: Non-Controllable

Risk Impact: Like all inmate communications providers, we rely on third-party firms to provide the broadband network circuits and connection necessary for our technologies and services to operate. Implementation delays or service disruptions sometimes occur because these third-party providers, for reasons beyond our control, do not meet expected installation times or service levels.

Risk Mitigation Plan: As an experienced inmate communications systems provider, we have escalation procedures in place to resolve any issues involving broadband network circuit delivery or connection issues. If any issues arise with provisioning these network circuits/connections, it is immediately escalated to our VP of Network Operations who will work with the third-party provider to resolve the issue as soon as possible and keep the County informed of the resolution status. Broadband circuits are a critical component required for the delivery/operation of the technologies and services we provide and typically involve the longest lead times. To help ensure project completion deadlines are met, these circuits are ordered immediately after receipt of NOA.

Risk Description: Delays in integrating required data feeds from the County's jail management system (JMS), commissary providers, inmate trust fund (ITF) or other third-party system vendor

Risk Type: Non-Controllable

Risk Impact: The ability to integrate the data feeds of the County's existing JMS, Commissary, ITF or other third-party jail system into our systems is dependent on the third-party's level of cooperation, as well as requirements that may be unique to their systems.

Risk Mitigation Plan: Smart Communications has successfully interfaced our technologies and services with multiple local and nationally recognized third-party JMS, commissary, ITF and other jail system providers. With support for real-time modern SOAP and Restful Web Services, legacy flat file support including data translation and mapping tools, and over 30 years of experience, nearly any interface can be achieved by our software engineers and Network Operations Center (NOC) team. A specific team of software engineers and NOC staff will be assigned to the County. Among other things, this team will maintain a project interface log to build the design of the interface. All interfaces developed are rigorously performance tested by our in-house Quality Assurance (QA) team to ensure functionality prior to deployment.

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Preliminary Project Plan/Implementation Schedule Timeline

Monterey County Sheriff's Office (MCSO) Preliminary Project Plan/Implementation Schedule

WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
-	MCSO Project Plan/Implementation Schedule Total Duration	45	10/2/23	12/1/23	-
1.0	INITIATION (Starts Immediately After Contract Execution)	2	10/2/23	10/3/23	-
1.1	Schedule and Conduct Internal Planning Meeting:	1	10/2/23	10/2/23	CSM, PM, AM
1.1.1	<i>Review and discussion of project related documentation:</i>				"
1.1.1.1	<i>RFP Scope of Work, proposal and preliminary project plan/implementation schedule</i>				"
1.1.1.2	<i>Executed contract</i>				"
1.1.2	<i>Official assignment of Smart Communications project team members/groups, roles and responsibilities:</i>				"
1.1.2.1	<i>Account Manager (AM)</i>				"
1.1.2.2	<i>Client Services Manager (CSM)</i>				"
1.1.2.3	<i>Project Manager (PM)</i>				"
1.1.2.4	<i>Installation Team Members (ITMs)</i>				"
1.1.2.5	<i>Field Service Technicians (FSTs)</i>				"
1.1.2.6	<i>Software Engineers (SE)</i>				"
1.1.2.7	<i>Network Operations Center (NOC)</i>				"
1.1.2.8	<i>Quality Assurance (QA)</i>				"
1.1.2.9	<i>Materials Procurement/Warehouse (MP)</i>				"
1.1.2.10	<i>Subcontractor Staff (if applicable) (SUB)</i>				"
1.1.2.11	<i>On-site Certified Technicians (OCTs)</i>				"
1.1.3	<i>Research Local Internet Service Providers (ISPs)</i>				PM
1.1.4	<i>Schedule client introductory/project kick-off call with MCSO's designated Project Lead (PL)</i>				CSM
1.1.5	<i>Update MCSO's project record within internal project management system:</i>				PM
1.1.5.1	<i>MCSO Project Lead name and point of contact information</i>				CSM
1.1.5.2	<i>Revisions to preliminary project plan/implementation schedule based upon RFP requirements/contract execution date.</i>				PM
1.1.5.3	<i>Client introductory/project kick-off call date and time</i>				CSM
1.2	Conduct Introductory/Project Kick-Off Call with MCSO's Project Lead (PL):	1	10/3/23	10/3/23	CSM, AM, PM, PL
1.2.1	<i>Schedule onsite pre-installation survey and project planning meeting</i>				"
1.2.2	<i>Request client primary project stakeholder names and point of contact information:</i>				CSM
1.2.2.1	<i>IT Department Administrator (ITDA)</i>				"
1.2.2.2	<i>Jail Administrator (JA)</i>				"
1.2.2.3	<i>Facility Systems Administrator (FSA)</i>				"
1.2.2.4	<i>Network Administrator (NA)</i>				"
1.2.2.5	<i>Facility Escort(s) (FE)</i>				"
1.2.2.6	<i>Materials Receiver (MR)</i>				"
1.2.2.7	<i>Additional Project Liaisons (APL) (if applicable)</i>				"
1.2.3	<i>Request facility floorplans and site access/security/background check forms</i>				PM
1.3	Update MCSO's Project Record within Internal Project Management System with Information Obtained from Introductory/Project Kick-Off Call	1	10/3/23	10/3/23	CSM, PM, AM

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
2.0	PLANNING	29	10/4/23	11/13/23	-
2.1	Submit Required Site Access/Security/Background Check Forms	1	10/4/23	10/4/23	PM
2.2	Conduct Pre-installation Site Survey:	1	10/9/23	10/9/23	PM, ITM(s), FST(s), PL, FE, ITDA, NA
2.2.1	<i>Examination and inspection of facility architecture, existing inmate communication systems infrastructure and jail system interfaces:</i>				<i>PM, ITM(s), FST(s), ITMs, ITDA, NA, FE</i>
2.2.1.1	<i>Telephone/data equipment room details:</i>				<i>PM, ITDA, NA, FE</i>
2.2.1.1.1	<i>Physical location(s) and dimensions</i>				<i>"</i>
2.2.1.1.2	<i>Cabinet or rack mount requirements</i>				<i>"</i>
2.2.1.1.3	<i>Electrical and surge protection requirements</i>				<i>"</i>
2.2.1.1.4	<i>HVAC requirements</i>				<i>"</i>
2.2.1.1.5	<i>Telephone demarcation point(s)</i>				<i>"</i>
2.2.2	<i>Identify Main Distribution Frame (MDF) location</i>				<i>"</i>
2.2.3	<i>Identify of number of Independent Distribution Frames (IDFs), housing units/pods, number of inmates per housing unit/pod</i>				<i>"</i>
2.2.4	<i>Jail System Interfaces:</i>				<i>"</i>
2.2.4.1	<i>Jail Management System (JMS)</i>				<i>"</i>
2.2.4.2	<i>Commissary</i>				<i>"</i>
2.2.4.3	<i>Inmate Trust Fund (ITF)</i>				<i>"</i>
2.2.5	<i>Wireless Access Points (if applicable)</i>				<i>"</i>
2.2.5.1	<i>Frequency bands currently in use (to prevent interference)</i>				<i>"</i>
2.2.6	<i>Inspection and testing of existing telecom/network cabling</i>				<i>"</i>
2.2.7	<i>Identification of build to building connectivity (fiber) (if applicable)</i>				<i>"</i>
2.2.8	<i>Review electrical/cabling requirements and identify preferred local subcontractors (if applicable)</i>				<i>"</i>
2.2.9	<i>Identify new/additional hardware installation points (if applicable)</i>				<i>"</i>
2.2.10	<i>Update MCSO's project record within internal project management system with information obtained from pre-installation site survey</i>				<i>"</i>
2.3	Create and Remit Formal Project Plan/Implementation Schedule to MCSO's Project Lead (PL) for Initial Review:	5	10/10/23	10/16/23	PM, PL
2.3.1	<i>Point of contact details for MCSO's primary project stakeholders and project management/installation team staff</i>				<i>PM</i>
2.3.2	<i>Provisioned Services List:</i>				<i>"</i>
2.3.2.1	<i>SmartEvo™ ITS related:</i>				<i>"</i>
2.3.2.1.1	<i>Inbound Voicemail Exchange (VMX™)</i>				<i>"</i>
2.3.2.1.2	<i>Video Relay Service (VRS)</i>				<i>"</i>
2.3.2.1.3	<i>On-site ITS Visitation</i>				<i>"</i>
2.3.2.2	<i>SmartInmate™ Electronic Messaging related:</i>				<i>"</i>
2.3.2.2.1	<i>Text Messaging</i>				<i>"</i>
2.3.2.2.2	<i>Inbound Photo Delivery</i>				<i>"</i>
2.3.2.3	<i>MailGuard®</i>				<i>"</i>
2.3.2.4	<i>MailGuardLegal®</i>				<i>"</i>
2.3.2.5	<i>SmartVisit™ VVS:</i>				<i>"</i>
2.3.2.5.1	<i>Onsite video visitation</i>				<i>"</i>
2.3.2.5.2	<i>Remote video visitation</i>				<i>"</i>
2.3.2.5.3	<i>Remote video on-demand (VOD) visitation</i>				<i>"</i>
2.3.2.6	<i>SmartRequest™ Digital Request/Grievance/Medical Form System</i>				<i>"</i>
2.3.2.7	<i>SmartLaw™ Digital Law Library</i>				<i>"</i>

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
2.3.2.8	SmartEd™ and SmartReentry™				"
2.3.2.9	SmartEntertainment™				"
2.3.2.10	Automated Information System (AIS)				"
2.3.3	Jail System Interfaces:				"
2.3.3.1	Jail Management System (JMS)				"
2.3.3.2	Commissary				"
2.3.3.3	Inmate Trust Fund (ITF)				"
2.3.4	Provisioned Hardware List:				"
2.3.4.1	Network hardware quantities and installation point(s):				"
2.3.4.1.1	Firewall				"
2.3.4.1.2	Ethernet Switches				"
2.3.4.1.3	PoE Ethernet Switches				"
2.3.4.1.4	Analog/VoIP Gateway				"
2.3.4.1.5	Media Server				"
2.3.4.1.6	Uninterruptible Power Supply (UPS)				"
2.3.4.2	SmartEvo™ ITS related hardware quantities and installation points:				"
2.3.4.2.1	Inmate telephone stations (stationary) with specified cord length				"
2.3.4.2.2	Inmate telephone stations (mobile) with specified cord length				"
2.3.4.2.3	TTY/TTD devices				"
2.3.4.2.4	Inmate telephone visitation sets with specified cord length				"
2.3.4.3	SmartTablet™ hardware quantities and installation points:				"
2.3.4.3.1	Charging stations				"
2.3.4.3.2	Wireless access points (WAPs)				"
2.3.4.4	SmartKiosk™ hardware quantities and installation points:				"
2.3.4.4.1	Kiosk user type (inmate or public)				"
2.3.4.4.2	Kiosk handset type (single or dual) and cord length				"
2.3.4.4.3	Kiosk mounting type (wall, floor or pedestal)				"
2.3.4.5	MailGuardLegal® Cart quantity and delivery locations				"
2.4	Order Network Broadband Circuits and Internet Service (includes estimated lead time for circuit delivery and installation)	24	10/11/23	11/13/23	PM, NOC
2.5	Conduct Onsite Project Planning Meeting with MCSO's Project Lead and Designated Stakeholders - IT Department Administrator (ITDA), Jail Administrator (JA), Facility Systems Administrator (FSA), Network Administrator (NA), Facility Escort (FE) and Additional Project Liaisons (APL):	1	10/18/23	10/18/23	PM, CSM, AM, ITDA, JA, FSA, NA, APL, FE
2.5.1	Introductions with review/finalization of team roles and responsibilities				"
2.5.2	Review scope, objectives and requirements of project and contract				"
2.5.3	Discuss other unique facility needs				"
2.5.4	Address client stakeholder questions and concerns				"
2.5.5	Discuss and finalize on-site routine maintenance schedule				"
2.5.6	Finalize and approve formal project plan/implementation schedule				"
2.5.7	Update MCSO's project record within internal project management system with information obtained from project planning meeting				PM, CSM
2.6	Scheduling of On-site Installation and Training:	1	10/18/23	10/18/23	PM, CSM, PL
2.6.1	Identification and scheduling of facility escort(s) and review of facility access policies and procedures				"
2.6.2	Identification of on-site training location				"
2.6.3	Identification and scheduling of facility staff to participate in on-site training in accordance with user groups (facility staff, staff administrator, investigators and systems administrator)				"
2.6.4	Schedule removal of existing provider's hardware				"
2.6.5	Travel arrangements/scheduling for installation team staff and instructor				PM, CSM

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2.6.6	Update MCSO's project record within internal project management system with onsite installation and training information				PM
3.0	EXECUTION	34	10/10/23	11/24/23	-
3.1	Network Design, Network Hardware Requisition from Inventory and Configurations:	4	10/10/23	10/13/23	NOC, SE, MP
3.1.1	Build network diagrams				"
3.1.2	Configure system network monitoring and recording faculties				"
3.1.3	Create DNS hostname				"
3.1.4	Add network(s) to location				"
3.1.5	Verify billing address				"
3.1.6	Firewall				"
3.1.6.1	Install remote access scripts				"
3.1.6.2	Verify firewall rules				"
3.1.7	Ethernet Switches				"
3.1.8	PoE Ethernet Switches				"
3.1.9	Analog/VoIP Gateways (ITS installs only)				"
3.1.10	Media Server (VVS installs only)				"
3.1.11	WAPs				"
3.1.12	Uninterruptible Power Supply (UPS)				"
3.2	User Hardware Requisition from Inventory and Preparation:	10	10/16/23	10/27/23	PM, SE, CSM, MP
3.2.1	SmartEvo™ ITS hardware:				PM, MP
3.2.1.1	Inmate telephone stations (stationary)				"
3.2.1.2	Inmate telephone stations (mobile)				"
3.2.1.3	TTY/TTD devices				"
3.2.1.4	Order ITS rate and tax tables				SE
3.2.1.5	Install instructions into phones				"
3.2.1.6	Inmate telephone visitation sets				"
3.2.2	SmartKiosk™ hardware				PM, MP
3.2.3	SmartTablet™ hardware and charging stations				"
3.2.4	MailGuard® Postal Mail Elimination System Staging:				CSM
3.2.4.1	Establish client P.O. Box for inmate personal mail delivery				"
3.2.4.2	Prepare change of mailing address notice to be distributed to inmate friends, family and constituents				"
3.2.5	MailGuardLegal® hardware				PM, MP
3.2.7	Hiring and training of On-site Certified Technician (OCT)				CSM
3.3	Design and Development of JMS, Commissary and Other Applicable Jail System Interfaces:	15	10/23/23	11/10/23	SE
3.3.1	Create FTP Account				"
3.3.2	Send data feed requirements and request inmate data feeds (PIN, PAN, Account Balances, etc...) to appropriate vendors				"
3.4	Ship System Hardware to Site Location/Client Materials Receiver (MR) (includes time in transit)	4	11/8/23	11/13/23	MP, MR
3.5	Create SmartEcosystem™ Dashboard Client User Profiles and Permissions:	10	10/23/23	11/3/23	CSM
3.5.1	Systems Administrator				"
3.5.2	Supervisory staff				"
3.5.3	General staff				"
3.5.4	Investigative staff				"
3.6	Inmate Data Feed Acquisition, Conversion and Loading:	5	10/30/23	11/3/23	SE, PM
3.6.1	Scrub received inmate data received				"

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3.6.2	Load inmate PIN, PAN, and account data into SmartEcosystem™ Dashboard				"
3.6.3	Load facility announcement and voice prompts into SmartEcosystem™ Dashboard				"
3.6.4	Test initial data received				"
3.6.5	Verify housing assignment integration				SE, PM
3.6.6	Automate data imports				SE
3.6.7	Integrate extra JMS data fields (if applicable)				"
3.7	QA Testing of JMS, Commissary and Other Applicable Jail System Interfaces	5	11/6/23	11/10/23	SE
3.8	Configuration and QA Testing Provisioned Service Applications:	4	11/13/23	11/16/23	SE, CSM, NOC
3.8.1	SmartEvo™ ITS related:				SE
3.8.1.1	Inbound Voicemail Exchange (VMX™)				"
3.8.1.2	Video Relay Service (VRS)				"
3.8.1.3	Onsite ITS Visitation				"
3.8.2	SmartInmate™ Electronic Messaging related:				"
3.8.2.1	Text Messaging				"
3.8.2.2	Inbound Photo Delivery				"
3.8.3	MailGuard®				CSM, SE
3.8.3.1	Enable MailGuard® options (i.e. locations, mailbox selection, etc...)				CSM
3.8.3.2	Establish personal mail switchover date				"
3.8.3.3	Upload change of inmate mailing address notice to facility's website				SE
3.8.4	MailGuardLegal®				"
3.8.5	SmartVisit™ VVS related:				CSM, SE, NOC
3.8.5.1	Establish user types				CSM
3.8.5.2	Collect and configure onsite and remote video visitation schedule details				CSM, SE
3.8.5.3	Configure onsite and remote video visitation firewall				NOC
3.8.6	SmartRequest™ Digital Request/Grievance/Medical Forms:				CSM, SE
3.8.6.1	Acquire and/or request/grievance/medical form materials				CSM
3.8.6.2	Develop and program SmartRequest™ form workflows/facility staff responsibilities				"
3.8.6.3	Send SmartRequest™ invitations to all applicable facility staff				"
3.8.6.4	Establish SmartRequest™ Turn-Up Date				"
3.8.7	SmartLaw™ Digital Law Library:				CSM, SE
3.8.7.1	Establish SmartLaw™ Digital Law Library Turn-Up Date				CSM
3.8.8	SmartEd™ and SmartReentry™				SE
3.8.9	SmartEntertainment™				"
3.8.10	Automated Information System (AIS)				"
3.8.11	Develop customized inmate family and friend informational brochures and signage				"
3.9	Complete Site Installation Prerequisites:	5	11/13/23	11/17/23	PM, ITMs, FSTs, FE, SUB (if applicable)
3.9.1	Cabling and Electrical:				"
3.9.1.1	MCSO preferred electrical contractor (if applicable)				"
3.9.1.2	MCSO preferred low voltage contractor (if applicable)				"
3.10	Site Installation:	4	11/14/23	11/17/23	PM, ITMs, FSTs, QA, CSM, NOC, MR, ITDA, NA, FE

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
3.10.1	Confirm all hardware has been received onsite				PM, ITMs, FSTs, MR
3.10.2	Conduct initial test of installed broadband circuits and internet service to verify connectivity/functionality				PM, QA, NA, ITDA
3.10.3	Install network equipment hardware and test remote access				ITMs, FSTs, QA, NA
3.10.4	Install SmartEvo™ ITS related hardware:				ITMs, FSTs
3.10.4.1	Identify ANIs				PM
3.10.5	Install inmate SmartKiosk™ devices				ITMs, FSTs
3.10.6	Install public SmartKiosk™ devices				"
3.10.7	Install, configure and test WAPs				NOC, QA
3.10.8	Install SmartTablet™ device charging stations				ITMs, FSTs
3.11	Post Installation Hardware/System Application QA Testing:	3	11/20/23	11/22/23	PM, ITMs, FSTs, QA, CSM, SE, FE
3.11.1	Verify SmartEvo™ ITS related hardware functionality and call/sound quality on all provisioned services:				FSTs, QA
3.11.1.1	Outgoing calls				"
3.11.1.2	On-site visitation calls (if applicable)				"
3.11.1.3	Inbound Voicemail Exchange (VMX™)				"
3.11.1.4	Video Relay Service (VRS)				"
3.11.1.5	On-site visitation calls				"
3.11.3	SmartKiosk™ and/or SmartTablet™ related:				"
3.11.3.1	Verify wired network connectivity				NOC
3.11.3.2	Verify wireless network connectivity				"
3.11.3.3	Verify device login functionality				FSTs, QA
3.11.3.4	Verify SmartVisit™ VVS functionality and call/sound/video quality				"
3.11.3.5	Verify functionality of all provisioned SmartInmate™ Electronic Messaging system features				"
3.11.3.6	Verify SmartRequest™ application functionality and routing				QA, CSM
3.11.3.7	Verify SmartLaw™ Digital Law Library functionality and accessibility				"
3.11.3.8	Verify PDF Viewer and Calendar applications functionality and accessibility				"
3.11.3.9	Confirm accessibility of facility documents (inmate handbook, PREA information, etc...)				"
3.11.3.10	Confirm device's video player is functional and facility videos are accessible				"
3.11.3.11	Verify functionality and accessibility of MailGuard® related services				"
3.11.3.12	Verify SmartEd™ and SmartReentry application functionality and accessibility (tablet devices only)				"
3.11.3.13	Verify SmartEntertainment™ functionality and sound/video quality (tablet devices only)				"
3.11.3.14	Verify commissary interface functionality				QA, SE
3.11.3.15	Verify inmate trust fund balance and debit purchase lookup functionality and accuracy				"
3.11.3.16	Verify CareerOneStop Job Search functionality and accessibility				"
3.11.4	Test MailGuardLegal® Cart functionality/performance				QA
3.11.5	Verify Automated Information System (AIS) functionality and accuracy				QA, CSM, SE
3.12	Conduct On-site Training with Facility Staff User Groups (Systems Administrator, Supervisory Staff, General Staff, Investigation Staff):	1	11/22/23	11/22/23	CSM, Facility User Groups
3.12.1	Distribute customized inmate family and friend informational brochures and signage				"

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
3.13	Final Hardware/Systems Testing, Cut-Over and Turn-Up:	3	11/22/23	11/24/23	PM, FSTs, CSM, QA, SE, NOC, ITDA
3.13.1	SmartEvo™ ITS related hardware and systems:				PM, ITMs, FSTs, QA, SE
3.13.1.1	Assign descriptions to housing areas/units by ANI				PM, SE
3.13.1.2	Assign devices to housing areas/units				"
3.13.2	SmartKiosk™ and/or SmartTablet™ related hardware and applications:				PM, CSM, QA, SE, NOC
3.13.2.1	Install SSH (Secure Shell) keys				SE
3.13.2.2	Disable "coming soon" screen				"
3.13.2.3	Remote restart all devices				NOC
3.13.2.4	Distribute SmartTablet™ devices to inmates				PM, CSM
3.13.2.5	SmartInmate™ Electronic Messaging related systems				SE, QA
3.13.2.6	MailGuard®				QA, CSM
3.13.2.6.1	Update facility website to indicate MailGuard® is active				CSM, ITDA
3.13.2.7	MailGuardLegal®				QA, CSM
3.13.2.8	SmartVisit™ VVS related systems				"
3.13.2.9	SmartRequest™ Digital Request/Grievance/Medical Form system				"
3.13.2.10	SmartLaw™ Digital Law Library				"
3.13.2.11	SmartEd™ and SmartReentry™				"
3.13.2.12	SmartEntertainment™				"
3.13.2.13	Deposit kiosk related systems				"
4.0	MONITOR AND CONTROL	5	11/24/23	11/30/23	-
4.1	Initiate 5-day Customer Acceptance Period	5	11/24/23	11/30/23	PM, QA, CSM, NOC, PL, Facility User Groups
4.2	Remote and on-site systems monitoring and diagnostics	5	11/30/23	11/30/23	NOC
	PROJECT CLOSE	1	12/1/23	12/1/23	-
5.1	Complete any outstanding action items (if applicable)	1	12/1/23	12/1/23	PM
5.2	MCSO Project Leader (PL) project completion sign-off	1	12/1/23	12/1/23	PM, PL
5.3	Distribution of project implementation satisfaction survey	1	12/1/23	12/1/23	CSM, PM, PL
5.4	Close out MCSO's project record within internal project management system	1	12/1/23	12/1/23	PM, CSM

8.2.3.3 Training – Post-Implementation and Ongoing

RESPONSE: All technologies and services provided by Smart Communications include comprehensive initial on-site training at **no cost**. Our on-site training programs are designed to enable County staff to use all features the first day of installation and ensure appropriate County staff has received all necessary training prior to "going live." Training is typically provided in eight-hour sessions with no limit to the number of County personnel that may participate. These sessions are divided into separate course modules designed to focus on the needs of the different SmartEcosystem™ Dashboard permission/access levels: Staff, Staff Administrator, Investigator and System Administrator.

ON-SITE TRAINING OVERVIEW		
Course Module	Topics	Access Level Focus
Introduction/Overview	<ul style="list-style-type: none"> Accessing and navigating the system Logging in, logging out and changing passwords Accessing online help 	Staff

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	<ul style="list-style-type: none"> • Contacting Technical Support 	
County User Administration	<ul style="list-style-type: none"> • Creating user accounts • Assigning and administering permissions • Requests and Grievances • Inmate documents and video upload • User management report features • Auditing and activity tracking 	Staff Administrator
Inmate Administration	<ul style="list-style-type: none"> • Adding and changing inmate accounts/PINs • Suspending/deactivating inmate accounts/PINs • Adding/editing device access based on location • Generating standard and custom reports • Inmate administration reports 	Staff Administrator
Investigation/Monitoring	<ul style="list-style-type: none"> • Live call monitoring and playback • Monitoring inmate application use • Recognizing trends in inmate activity • Adding and sharing notes • Setting up system alerts • Running CDR analyses • Transferring CDR, audio, video and text data to disk 	Investigator
System Administration	<ul style="list-style-type: none"> • Time-saving tips and tricks • System maintenance and upgrades • Reporting an issue/creating a trouble ticket • Issue prioritization and escalation levels • Issue response and resolution times 	System Administrator

The date(s), location(s) and time(s) for on-site training will be determined during the project's Planning phase (WBS #2.6). The training will be conducted during the project's Execution phase (WBS #3.12) shortly before the hardware/systems are cut-over and turned up. In addition to on-site training, Smart Communications offers remote, web-based training. These online instructor-led training courses serve to introduce new County staff to Smart Communications' technologies and services or to refresh the knowledge base of/introduce new features to existing staff. Both on-site and remote training are available upon request at **no cost** throughout the contract term.

8.2.3.4 Service and Maintenance Support - Post-Implementation and Ongoing

RESPONSE: Smart Communications provides dependable service from initial system design planning and implementation through ongoing maintenance and support. All maintenance, support, training, and repair of our technologies and services will be provided to the County at **no cost**.

Technical and maintenance support services will be provided to the County by in-house Smart Communications staff:

- Account Manager (Jerome Anderson)
- Network Operations Center (NOC)
- Technical Support Center (TSC)

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Additional technical and maintenance support services will be provided by our qualified technicians:

- On-site Certified Technician (OCT)
- Field Service Technicians (FSTs)

For complete details, please refer to *“Exhibit B: Service Escalation Matrix and Maintenance Plan.”*

8.2.3.5 Management and Maintenance Reports

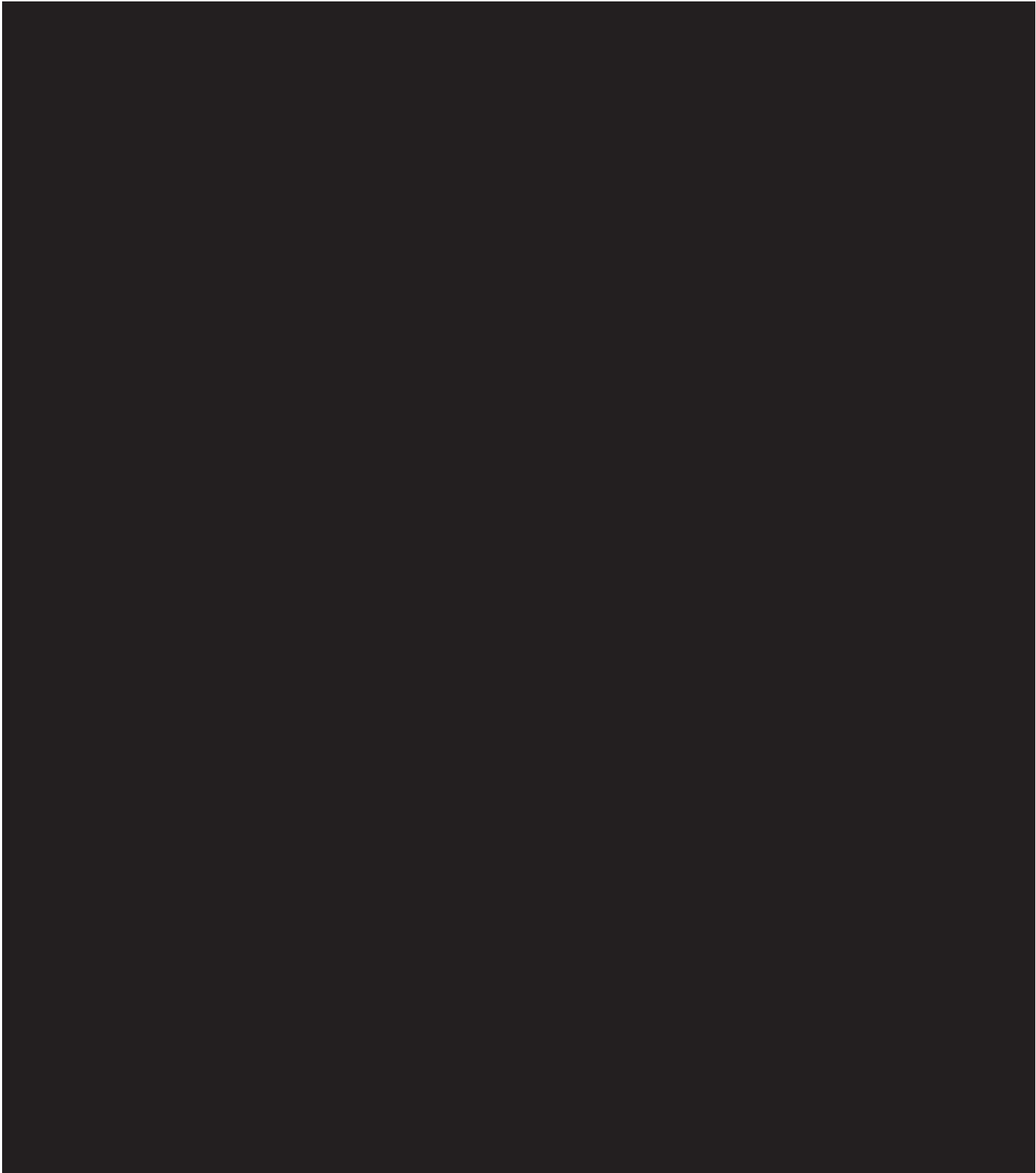
RESPONSE: All Smart Communications’ inmate communication services are administered via the SmartEcosystem™ Dashboard. The SmartEcosystem™ Dashboard’s unified and fully integrated design provides authorized facility users with access to all inmate communication service monitoring, reporting, data sharing and investigative tools in one place, with a single login. Authorized users can use any PC with a modern browser and active Internet connection to access and utilize the SmartEcosystem™ Dashboard.

SmartEcosystem™ Dashboard Main Menu |



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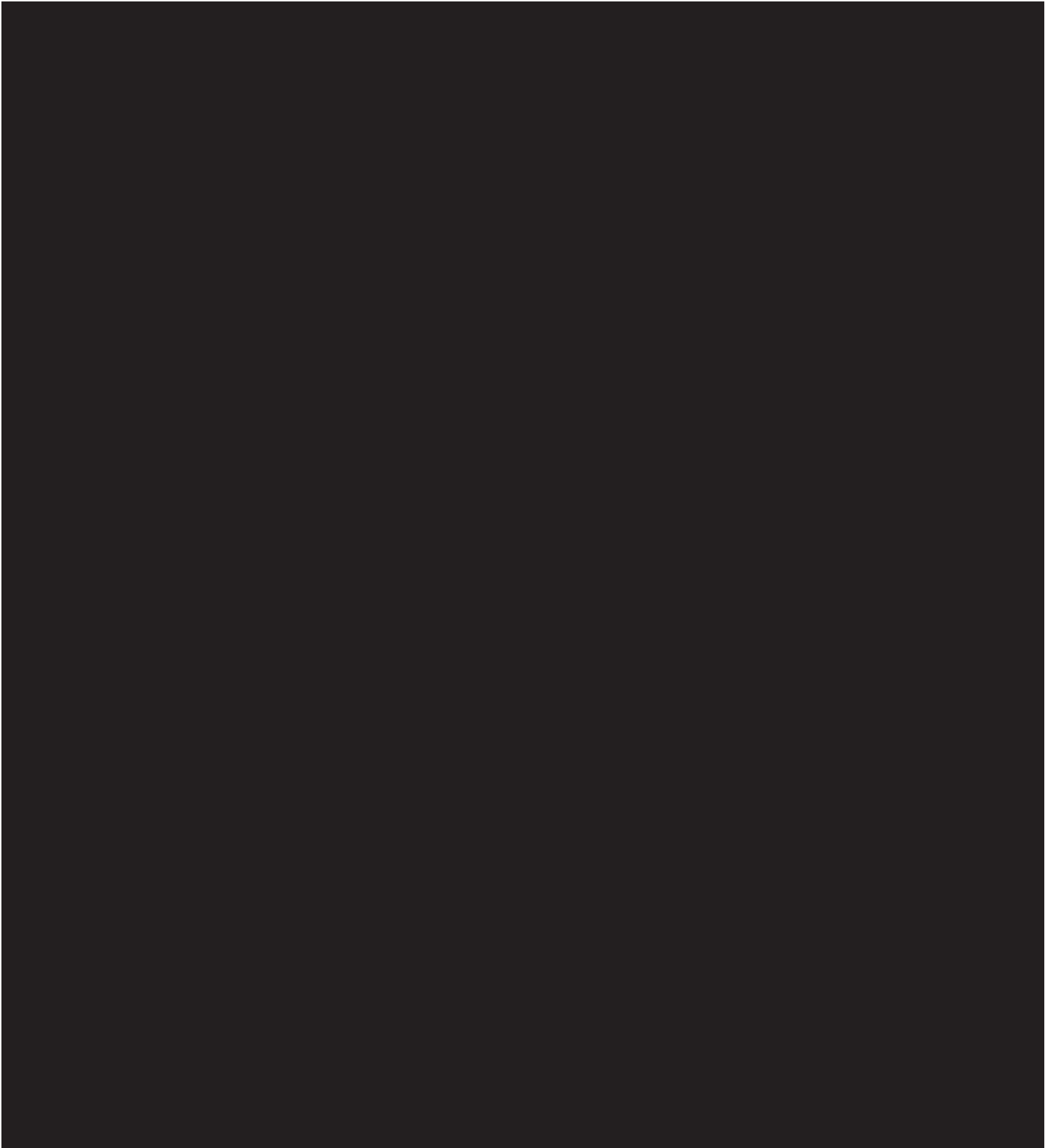
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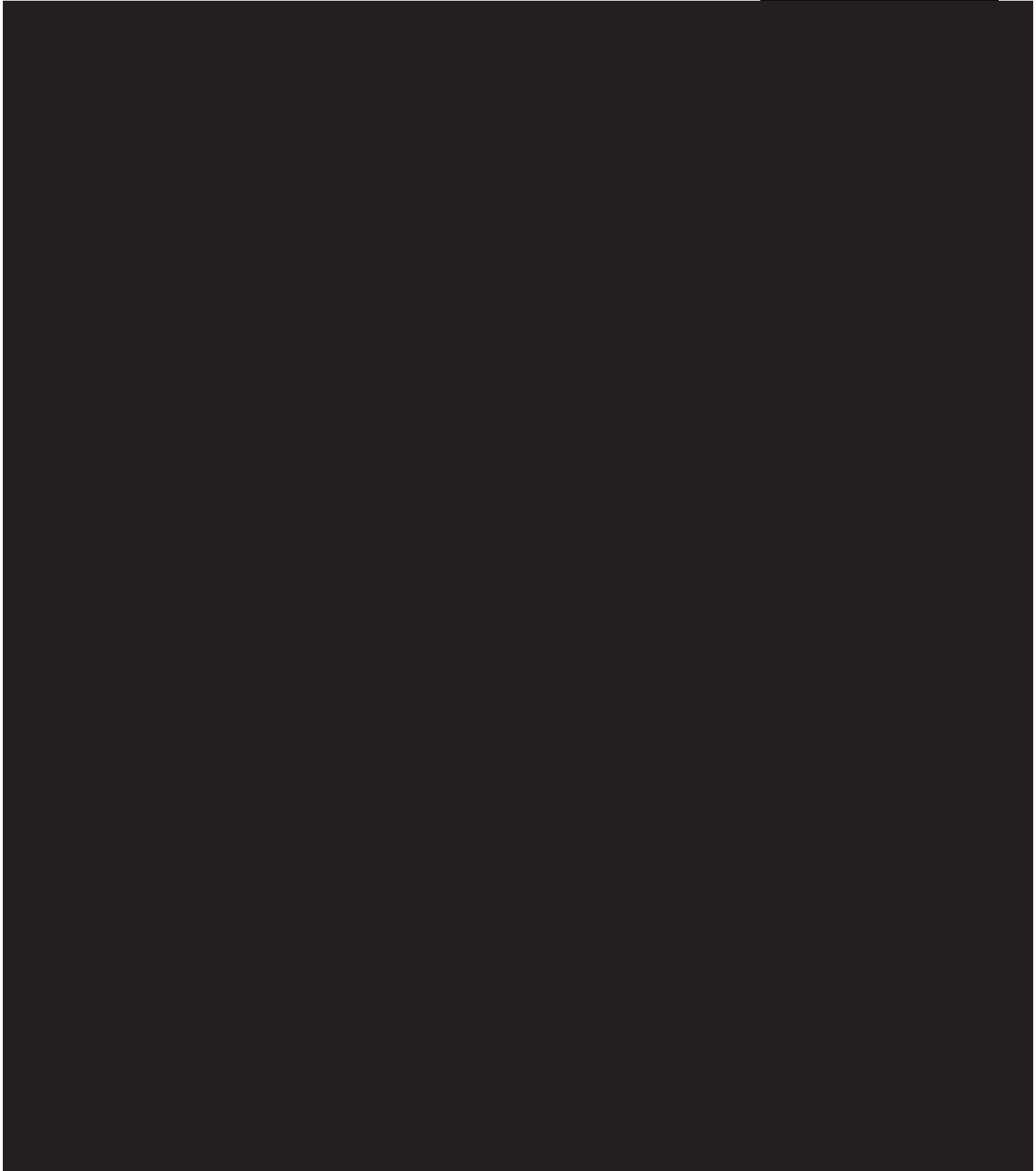
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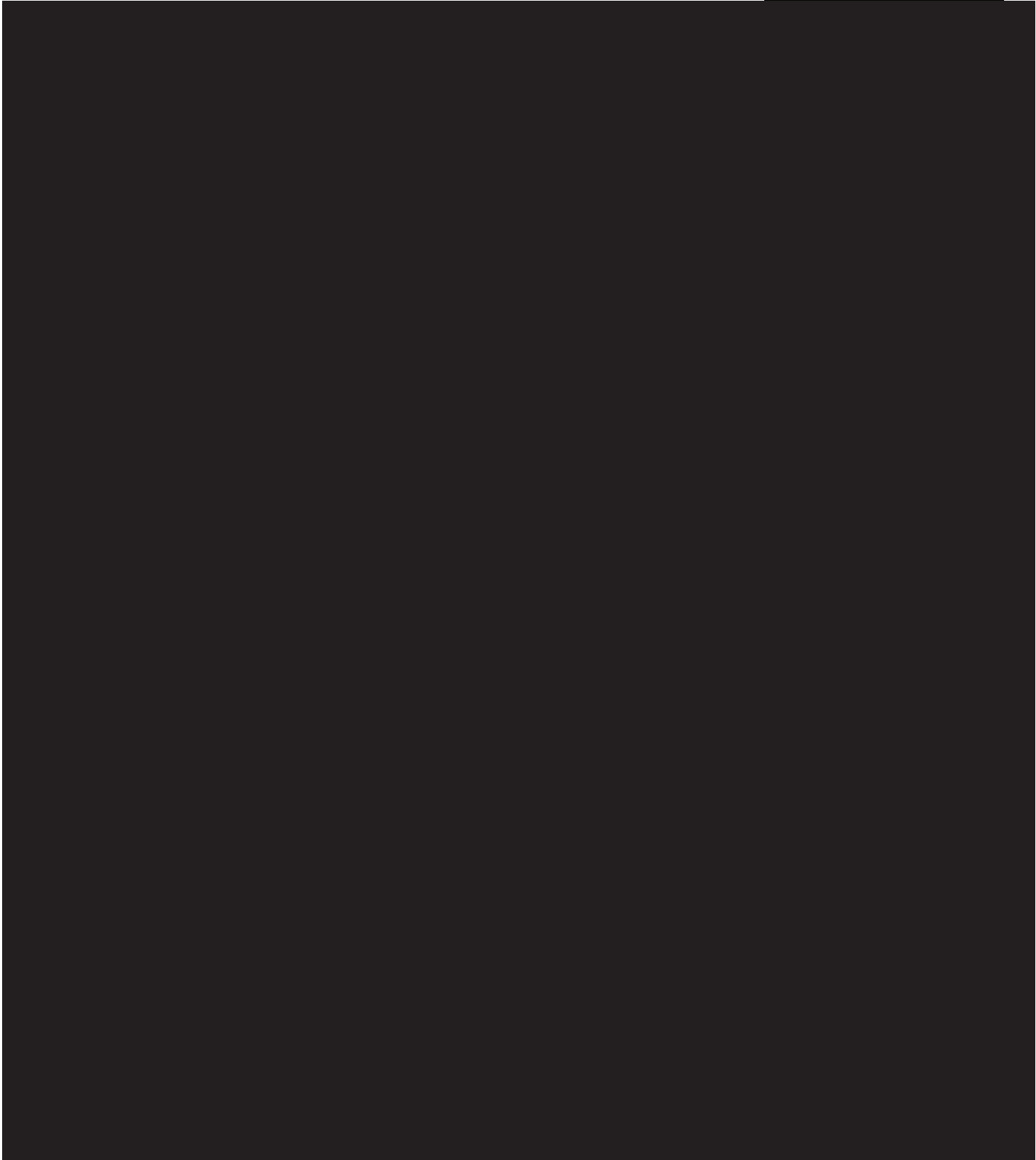
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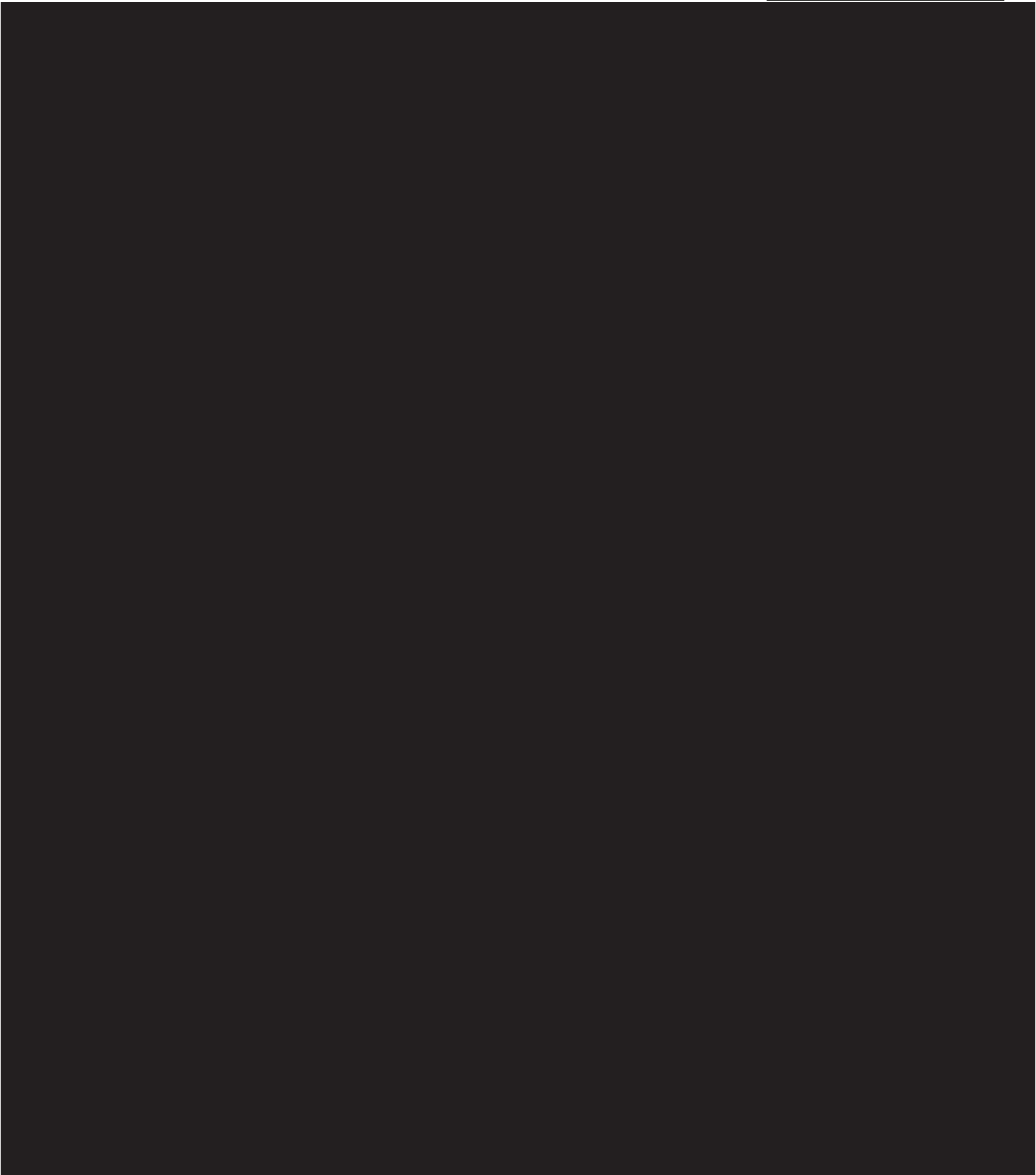
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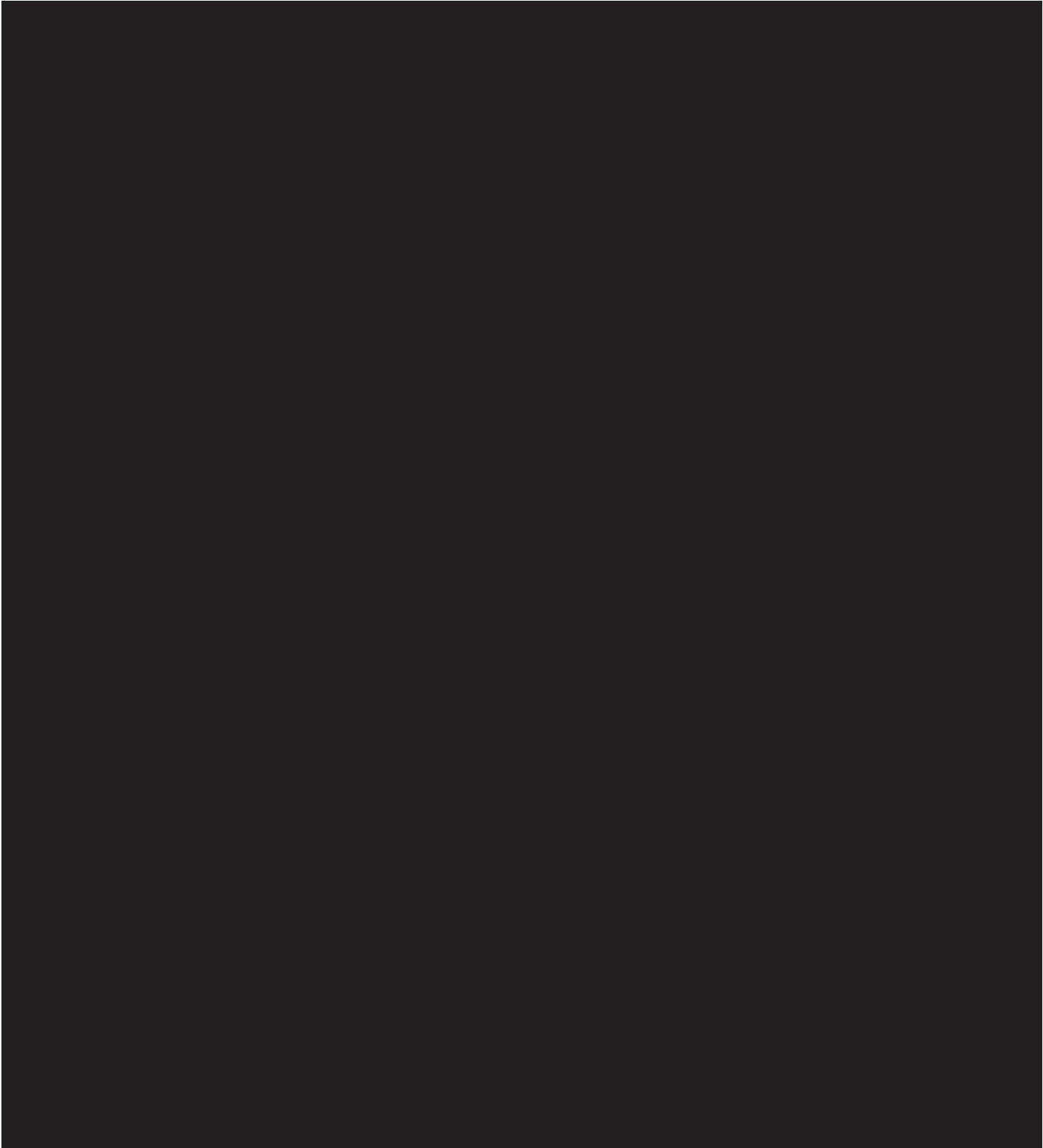
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5.0 SCOPE OF WORK

Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total contract price. However, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

RESPONSE: We anticipate that Smart Communications employees will perform 100% of work tasks for the County and 0% will be performed by subcontractors.

SCOPE OF WORK includes, but is not limited to, the following:

5.1. Telephone System for Incarcerated Individuals and Youth

5.1.1. General Requirements

5.1.1.1. Contractor shall be responsible for the billing and collection of all completed Incarcerated Individuals/Youth Collect, Prepaid, and Debit calls in accordance with current FCC and CPUC approved tariff rates.

RESPONSE: Acknowledged and agreed.

5.1.1.2. Contractor shall provide capability for Collect, Prepaid, and Debit calls.

RESPONSE: Confirmed. Smart Communications offers a variety of calling account and payment options to help inmates stay in touch with their family and friends. Our SmartEvo™ ITS supports the following calling account/payment options: Traditional Collect, Prepaid Collect, PIN Debit and Direct Bill. The SmartEvo™ ITS can also be programmed to provide the called party with immediate access to a live, Customer Care Center representative to assist with account setup when an inmate attempts their first call.

Traditional Collect

Depending on the family or friend's local telephone service provider, they may be eligible to pay for collect calls from inmates. Collect call attempts are authenticated using real-time LIDB validation to determine if the call can be billed by the called party's local telephone service provider. If collect calls can be billed, their charges will appear on the called party's telephone bill. If a collect call is rejected by the validation process or has exceeded the monthly collect call threshold, the called party has the option of setting up a Prepaid Collect account.

Prepaid Collect and PIN Debit

Prepaid Collect (PPC) is the best solution if an inmate's family or friend cannot receive collect calls or wants to control how much they spend on receiving inmate phone calls. Funds deposited into a PPC account allow family or friends to pay for collect phone calls they receive from an inmate in advance.

PIN Debit is an inmate-owned prepaid phone account. A PIN Debit account allows an inmate to pay for phone calls they make in advance so there is no cost to the called party. Funds may be deposited into a PIN Debit account by inmates' family members or friends, or by an inmate initiating a commissary account funds transfer.

Unlike a PPC account, a PIN Debit account is owned by the inmate and is therefore not restricted to calling the telephone numbers specified by a family member or friend. PIN Debit account funds may be used by inmates to pay for calls to any County-approved telephone number they choose.

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Public users can make PPC or PIN Debit account deposits in the following ways:

- Customer Care Center (Live Operators): 888-843-1972
- Interactive Voice Response (IVR): 888-843-1972
- Online: www.SmartInmate.com
- On-site deposit kiosk (if installed)
- Western Union or money order

Direct Bill

Direct Bill is an option designed specifically for customers such as bail bondsmen and other organizations that typically don't accept credit card payments. An organization interested in setting up a Direct Bill account may do so by contacting our Customer Care Center at 888-843-1972.

5.1.1.3. Contractor shall generate and process Personal Identification Numbers (PINs) within the next best real-time (less than 2 minutes) to update system for Incarcerated Individuals/Youth to begin making calls. Contractor shall describe its PIN generation and processing and include length of time to generate or obtain a PIN.

RESPONSE: Confirmed. The use of Personal Identification Numbers (PINs) is an integral part of the proposed SmartEvo™ ITS. A unique PIN is assigned to each inmate, linking the inmate to a telephone account allowing them to make telephone calls. The PIN is created in real time at the time of booking and is disabled at the time of discharge.

The inmate's PIN must be keyed in by the inmate at the beginning of each telephone call. The PIN identifies the inmate making the call, allowing investigators to track calls made by the inmate. All PINs are logged for the purpose of tracking, regardless of whether a call was monitored or recorded.

The County can choose one of the following three primary modes of PIN operation to a single phone or group of phones in a facility:

1. **Open PIN:** An "Open PIN" has no inmate-specific calling restrictions. Calls made by an inmate with an "Open PIN" are regulated only by global restrictions that apply to all inmate calls (e.g., blocked numbers, maximum call duration, etc.). For example, an "Open PIN" allows the inmate to call any number other than those globally blocked for all inmates. In this case, the PIN serves to identify the inmate caller for investigative and other purposes.
2. **Restricted PIN:** A "Restricted PIN" has inmate-specific restrictions assigned. Personal restrictions that can be assigned include personal allowed numbers (PANs) and personal blocked numbers. At the County's discretion, an inmate's personal restrictions can over-ride certain global restrictions.
3. **Closed PIN:** A "Closed PIN" is one that is suspended or deactivated for disciplinary or other reasons. The "PIN Lock-Out" feature of the SmartEvo™ ITS is used to block the inmate from making calls for a specified period of time, after which the system automatically reactivates the PIN. During the lock-out period, the system will not process a call attempt initiated with the suspended PIN. A deactivated PIN will remain deactivated until the specified reactivation date or manually reactivated by authorized staff.

The SmartEvo™ ITS provides a flexible suite to facilitate interfacing with third party systems such as JMS, OMS and inmate trust applications. With support for real-time modern SOAP and Restful Web Services, legacy flat file support, including data translation and mapping tools, and over 30 years of experience, nearly any interface can

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be achieved by our Network Operations Center (NOC) team. The SmartEvo™ ITS can be interfaced at multiple points in your daily workflow and allow automatic updates of the following:

- Automatic PIN Phone account creation during the booking process
- PIN Enable and Disable for release to court or other temporary inmate transfers
- Automatic housing relocation tracking
- Instant PIN Phone account deposits and credits

5.1.1.4. Contractor shall have the capability to allow an Authorized Call list or Personal Allowed Number (PAN) list that the Sheriff's Office and Probation Department, at its discretion, will have the flexibility of adding or deleting numbers with no minimums or maximums.

RESPONSE: The SmartEvo™ ITS can be configured to support various methods for the creation and management of inmate Personal Allowed Number (PAN) lists. All PAN list changes are reflected in the system in real time.

1. **Automatic PAN:** The first "X" quantity of telephone numbers called, as defined by the County, are automatically added to an inmate's PAN list. This PAN management method is popular as an inmate's PAN list is created on-the-fly, without the involvement of facility staff, thus allowing inmates to connect with their loved ones and legal counsel immediately.
2. **Inmate Managed PAN:** Allows inmates to manage all aspects of their PAN list, such as:
 - Adding a new telephone number
 - Reviewing new telephone number authorization status and all authorized numbers
 - Identifying their relationship with the party associated with the telephone number (i.e., mother, father, significant other, etc.)
 - Removing an existing telephone number
3. **Batch PAN Import:** A customized solution that allows for pre-existing and new inmate PAN lists with associated relationship details to be imported/mapped into the SmartEvo™ ITS without staff involvement.
4. **Facility Staff Manual PAN Entry:** Authorized facility staff receive and manually enter the telephone numbers inmates wish to add to their PAN lists. This method reduces the potential for harassment as facility staff are provided with an opportunity to vet each number before an inmate can place a call.

Number (required)

Notes

Contact First Name

Contact Last Name

Company Name

Max Calls Per Week

Speed Dial Code

Category

- Other
- Aunt
- Babies mother
- Brother
- Daughter
- Drug worker
- Father
- Friend
- Granddaughter
- Grandfather
- Grandmother
- Grandparents
- Grandson
- Great grandparents
- Husband
- In - laws
- Minister (all religions)
- Mother
- Nephew
- Niece
- Other

Phone Settings for

Phone Numbers

Allowed & Restricted Phone Numbers

Add Phone Number

2 out of 20 allowed numbers used - 0 Excluded - 0 Restricted - 0 Inactive

Number	Name	Category	Description	Treatment	Activation	Active	Excluded	Restricted	Auto Add	
	Timothy	Other	Public User Added Phone	Circuit Defaults	03/13/2022	YES	NO	NO	NO	
	Telisa	Other	Public User Added Phone	Circuit Defaults	03/04/2022	YES	NO	NO	NO	

Regardless of which PAN list management method is used, authorized staff can add or remove telephone numbers in an inmate's PAN list at any time, and associate telephone numbers with specific inmate Personal

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Identification Numbers (PINs) via the SmartEcosystem™ Dashboard. Additionally, the SmartEvo™ ITS provides the called party with options to accept or reject the current call, or block all future calls to their number during the call setup process. If the called party rejects the call, the inmate will be informed of the reason. After a pre-defined number of rejected call attempts, the SmartEvo™ ITS will prevent future call attempts to the number.

The phone type (landline or cellular) associated with a called party's telephone number is automatically recorded in the SmartEcosystem™ Dashboard via our Line Information Database (LIDB) interface.

The SmartEvo™ ITS can be configured to allow or disallow attorney telephone numbers to be counted in an inmate's PAN list.

5.1.1.5. The Sheriff's Office and Probation Department will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on Collect calls. Contractor shall not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no- answers, etc.).

RESPONSE: Acknowledged and agreed.

5.1.1.6. Contractor shall provide two complete (2) System Administrative Console or Workstations onsite for the Sheriff's Office and two (2) complete System Administrative Consoles or Workstations onsite for the Probation Department at no charge. Each Workstation shall include a computer, monitor, printer, and all necessary software to review and monitor phone calls. The computer, printer, monitor, and any other related hardware associated with the consoles shall be new, contemporary models with sufficient processing speed, storage capacity, and other feature functionality to ensure rapid and efficient retrieval data throughout the term of the Agreement.

RESPONSE: Acknowledged and agreed.

5.1.1.7. The Workstations shall include but not be limited to computer hardware and software, computer memory, disk storage capacity, computer displays, and printers. Contractor shall also provide any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of Incarcerated Individuals/Youth calls. Contractor shall also provide the telecommunications network designed to provide (on-site and/or remote) administration of the Incarcerated Individual and Youth Telephone System.

RESPONSE: Acknowledged and agreed.

5.1.1.8. At the request of the Sheriff's Office and/or Probation Department, Contractor shall replace any or all Workstation-related components to be received no more than ten (10) calendar days, should equipment be determined by the Sheriff's Office and/or Probation Department as outdated and/or inefficient.

RESPONSE: Acknowledged and agreed.

5.1.1.9. Contractor shall be responsible for paying for and installing any additional physical plant requirements for the Incarcerated Individual and Youth Telephone System (power, security, data, cabling, physical space, HVAC, etc.). Any cabling, wiring, or conduit installed becomes the property of the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.1.1.10. Contractor shall be responsible for obtaining, developing, and implementing the interface requirements (i.e., with Jail Management System, Commissary) required to implement the telephone system and associated services (i.e., PINs, Debit, Interactive Voice Response, etc.). Contractor shall bear all costs of

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required interface(s). Contractor shall be responsible for any and all costs incurred in conjunction with the implementation of the Telephone System, Services, and Features.

RESPONSE: Confirmed. The Smart Communications' technologies, services and SmartEcosystem™ Dashboard feature flexible architecture that is designed to accept various data formats, allowing them to easily interface with JMS, Commissary, Inmate Accounting and other Jail systems the County currently uses. These interfaces provide tremendous value as they automate information flow, ensuring data remains consistent between systems, while simultaneously reducing staff data entry burden.

Interfaces will specifically be established to allow individuals to purchase pre-paid telephone time for inmates to use on the SmartEvo™ ITS. Information received from third party vendors on purchased debit calling time will be credited and applied to the inmate's account when used. Additionally, the interface will provide a standard mechanism which will allow unused prepaid ITS funds to be transferred to the inmate's trust account upon release.

All interfaces will be translated, mapped and established by Smart Communications' Engineering team during project implementation at **no cost** to the County.

5.1.1.11. Provide a detailed Back-Up or Redundancy Plan, as well as a Disaster Recovery Plan and provide its processes, policies, and procedures relating to the preparation of recovery or continuation of the requirements in the Request for Proposal preceding and/or following a natural or human-induced disaster.

RESPONSE: Acknowledged. Please refer to *Section 2, #8.2.2.4 Disaster Recovery Plan* for details.

5.1.1.12. At no cost to Sheriff's Office and Probation Department, Contractor shall move or remove telephones, as well as install additional telephones and monitoring and recording equipment as needed.

RESPONSE: Acknowledged and agreed.

5.1.2. System Requirements

5.1.2.1. Contractor's system must be of an open architecture to allow ease of integration with existing or future systems that operate on either PC- based networks, mainframes, or other platforms, providing secure anytime, anywhere access. Contractor shall be responsible for any interface costs or upgrades with the Commissary and Jail Management Systems, and any other costs incurred in conjunction with implementing the system and its features.

RESPONSE: Acknowledged and agreed.

5.1.2.2. Contractor's system shall permit one-way outgoing calls billed to the called party or charged to a prepaid or debit system set up for Incarcerated Individuals/Youth use for the purpose of placing phone calls through this system. The Telephone System shall provide for an automated operator telephone system and shall be capable of providing services by Bill Type (Collect, Prepaid, and Debit) and Call Type (local, intra-LATA,

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inter-LATA, Interstate, International). Contractor's automated operator telephone system shall also provide prepaid international call services throughout Canada, Mexico, South America, and to overseas destinations.

RESPONSE: Confirmed. Smart Communications' SmartEvo™ ITS supports outgoing local, domestic and international call capabilities for inmates to stay in touch with their family and friends using a variety of payment methods. The SmartEvo™ ITS processes all calls in the same manner regardless of call type or payment method. All calls originating at the facility are processed with an automated operator with no need for any assistance from a third-party. All calls are subject to the same restrictions and functions, including monitoring, recording and on-site reporting.



5.1.2.3. Post-Dial delay shall not exceed 15 seconds, and billing shall start after voice recognition has been verified and the called party has accepted the call.

RESPONSE: Acknowledged and agreed.

5.1.2.4. The system shall have the ability to provide, print, download and e- mail reports on a daily, weekly, monthly, or real time basis. All reports should be selected by any combination of location, PIN/PAN, phone, number dialed, time/date, duration, call type, call status, etc., by Sheriff's Office and Probation Department staff.

RESPONSE: Acknowledged and agreed.

5.1.2.5. The system shall have the capability of reverse lookup of phone numbers called to provide call detail. Provide a detailed description of your reverse lookup capability.

RESPONSE: Confirmed. Smart Communications tracks all caller and recipient information in our database. Authorized staff can view statistics and generate a variety of reports with this data to show common connections, shared connections, common callers and other details regarding call activity via the SmartEcosystem™ Dashboard.

To further aid in investigations, the SmartEcosystem™ Dashboard also includes a "best known name and address" feature, which can query internal client databases to locate the "best known name and address" associated with the phone number called by an inmate. If located, the address will be displayed on a map. The call details associated with the calls can be viewed from the same screen.

5.1.2.6. The system shall be fully supported by remote maintenance including remote polling capabilities and system self-diagnostic to create "trouble tickets" when a system problem is discovered.

RESPONSE: Confirmed. The technologies, services and networks deployed by Smart Communications are maintained by our in-house Network Operations Center (NOC). Our NOC remotely monitors network health, security and other factors that impact network performance 24/7/365 to ensure 99.9% uptime. Proactive monitoring allows our NOC to anticipate and identify potential sources of service degradation or interruption before they become a problem. If an issue is anticipated or has been identified, our experienced NOC personnel take immediate corrective action. If our NOC is unable to resolve the issue remotely, the facility will be notified.

5.1.2.7. The system shall provide full Key Word Search feature that maintains a high level of accuracy (no less than 75% accuracy) as well as adaptability for new updates. The feature shall also automatically transcribe flagged calls and transcribe all other calls including calls on demand using "key word" and "key phrase words" search. Describe in detail your key word and key phrase words search feature, its accuracy, and its capabilities

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including but not limited to sending phrases with context and exact time on the recording to designated recipients.



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5.1.2.8. The system shall provide Interactive Voice Response (IVR) in English and Spanish at a minimum. IVR shall provide the caller with information including but not limited to:

- 5.1.2.8.1. Specific Incarcerated Individual/Youth information, including charges and booked dates**
- 5.1.2.8.2. Facility Address**
- 5.1.2.8.3. Depositing money in Incarcerated Individual's/Youth's account**
- 5.1.2.8.4. Mail Restrictions**
- 5.1.2.8.5. Property Releases**
- 5.1.2.8.6. I-Care package Options**
- 5.1.2.8.7. Phone System**
- 5.1.2.8.8. Connect to Live Person**

RESPONSE: Acknowledged and agreed.

5.1.2.9. The system shall be a true web-based system. The system shall support and interface with web services, integrating Web-based applications using open standards.

RESPONSE: Confirmed.

5.1.2.10. The system's current commonly used browser shall be in web format. It must be true web-based with nothing being installed on the local computer. Contractor shall be willing and able to make system changes to better support the needs of the Sheriff's Office and Probation Department. The proposed system shall operate independently from the Sheriff's Office's and Probation Department's Wide Area Network (WAN) and/or Local Area Network (LAN).

RESPONSE: Confirmed. Authorized users can access all administrative and reporting functions for the proposed system via our secure, web-based SmartEcosystem™ Dashboard from any computer with an internet connection. No software installation is required. Smart Communications will provide an independent network to support the proposed services and make any customizations needed.

5.1.2.11. The system's browser shall have no plug-ins.

RESPONSE: Confirmed.

5.1.2.12. The desired Telephone System phone calls must be capable of being monitored, recorded, and archived (for five years), with the exception of calls made to criminal defense attorneys, including the Monterey County Public Defender, California Bar list and Alternate Public Defender. Calls made to criminal defense attorneys are identified by numbers that have been predetermined and downloaded by the Contractor into the Telephone System.

RESPONSE: Confirmed. Please refer to Section **5.1.4. Call Monitoring/Recording System** for details.

5.1.2.13. Conversely, calls shall be blocked to certain numbers on a system-wide basis and to others on a case-by-case basis, managed by the Sheriff's Office and Probation Department. System-wide blocked calls include those to prosecuting attorneys and government officials. These numbers will be predetermined and downloaded by Contractor into the telephone system. Calls to victims and/or witnesses can be blocked on a case-by-case basis by adding specific numbers into the Telephone System.

RESPONSE: Confirmed. The SmartEvo™ ITS provides full control of blocked number lists whether the number is blocked by inmate PIN, specific phones or system wide. Numbers can be blocked by the called party, a Smart Communications Customer Care Center representative or by authorized County staff. Before the called party

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accepts a call, they have an option to block further calls from the facility by dialing "7." Authorized staff can manage blocked numbers via the "Global Numbers" page in the SmartEcosystem™ Dashboard.

5.1.2.14. The system shall provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate 3-way calls, call forwarding, and/or calls to non-billable numbers. The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Incarcerated Individuals/Youths shall be required to hang up before dialing a new number. The Contractor shall provide a report of a list of offenders.

RESPONSE: Confirmed. The SmartEvo™ ITS is a purpose-built digital switching platform; all aspects of the SmartEvo™ ITS have been designed for providing secured inmate calling services and features to help prevent fraudulent activities. The SmartEvo™ ITS is not a Private Branch eXchange (PBX), other type of telephone system or soft switch that needs to be tweaked into providing inmate phone calls. The SmartEvo™ ITS is delivered with many innovative security, fraud detection and prevention tools, including:

- **Voice Biometrics and PIN fraud prevention:** When an inmate makes their first call through the SmartEvo™ ITS, they are automatically enrolled in our fully-autonomous voice biometrics system with clear voice prompts to guide them through the process. During enrollment, the SmartEvo™ ITS analyzes the inmate's speech pattern and vocal pitch and can detect an inmate's attempt to defeat the voice biometrics engine. Active noise cancellation (ANC) is also automatically activated to reduce background noise. The voice biometric data captured during enrollment is stored in the SmartEvo™ ITS and used to verify an inmate's identity whenever they place a call. Our voice biometrics technology also monitors and continuously analyzes the voices of each party on every call in real time. Details of the analysis are retained for review and reporting after call completion. Real-time alerts can be configured to signal the detection of non-valid parties on a call that meet a preset confidence threshold.
- **Patented 3-Way Calling Detection:** Our 3-Way Call Detection System is unique in its ability to dynamically adapt to each phone call based on the complete end-to-end network conditions. This is a

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substantial improvement over traditional simple threshold silence detection techniques. The 3-Way Call Detection feature initially analyzes the existing line conditions and uses it as a baseline for the remainder of the call. The SmartEvo™ ITS monitors the call for conditions that indicate that the called party has activated a 3-Way Call or placed the call on hold. When a possible 3-Way Call attempt has been detected, the SmartEvo™ ITS performs the action as programmed by the system administrator.

- **Extra dialed digits detection and prevention:** The SmartEvo™ ITS is provisioned with enough resources to perform full time DTMF digit detection on every active call. Any dialed DTMF digits are detected and if not permitted, result in the call being terminated. The SmartEvo™ ITS provides flexible control over the use of extra digits during a call, including whether detection is enabled, which digits are permitted to be dialed and which digits will cause an immediate call termination.
- **Directory assistance/operator call prevention:** The SmartEvo™ ITS provides complete control over all calls placed through the system and disallows 800/900/information/operator call options. The ITS validates dialing patterns and specifically restricts certain prefixes, such as 900, 800, 888, 700, 976, 411, 911, and common patterns, such as "N11", "10XXX", "0" and "00". Additionally, the ITS allows for very specific blocking based on wild card patterns, such as any "NPA" or "NPA-NXX" combinations. All inmate calls are processed by an automated operator.
- **Switch-hook/chain dialing detection and prevention:** The SmartEvo™ ITS prevents "hook-switch/chain dialing" by limiting the inmate to one call per connection. There is no direct access to Public Switched Telephone Network (PSTN) dial tone and attempts to gain a second dial tone are not allowed. Once the hook switch is depressed, the SmartEvo™ ITS terminates the call.
- **Positive DTMF call acceptance:** The SmartEvo™ ITS requires positive DTMF acceptance by the called party before an inmate's call is connected. Called parties must physically press "1" on their telephone keypad to confirm acceptance of a call before any communication with an inmate can take place. The SmartEvo™ ITS recognizes legitimate call acceptance events and can distinguish them from standard or irregular ringing signals, answering machines, operator intercepts, quick disconnects, chain dialing, no voice from called party and other non-conforming telephone activities.
- **Unlimited Call Watch Lists:** The SmartEvo™ ITS allows authorized staff to set up call watches on as many called numbers, inmates or inmate phones as necessary. The call watches can use one or more of the criteria to make complex watch conditions. Watches can also contain lists of numbers, such as staff, known gang members, accomplices or other high interest groups. When the SmartEvo™ ITS detects a call that matches one of the watch conditions, it will take one of the preset actions, including providing an audible notification, sending a text or email, or call a phone number and allow the user to listen to the call audio remotely. When listening remotely, the user enters a PIN and can elect to listen to the call live, rewind or pause the call audio. The user can also disconnect the call in progress.

5.1.2.15. The system shall block three-way calling, conference calling, and call forwarding. The system shall not allow any inmate to initiate directly or indirectly the use of third-party service providers, friends, and family to communicate directly with other inmates inside or outside the facility in other incarceration facilities and institutions.

RESPONSE: Confirmed. Smart Communications' patented 3-Way Call Detection System is a highly-effective fraud deterrent. The system is integrated in the SmartEvo™ ITS without requiring additional hardware or software. Our 3-Way Call Detection System is unique in its ability to dynamically adapt to each phone call based on the complete end-to-end network conditions. This is a substantial improvement over traditional simple threshold silence detection techniques.

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Highly Accurate 3-Way Call Detection:

The patented detection algorithms are completely developed and maintained by in-house digital signal processing engineers. As 3-way calling does not utilize a dedicated network signaling protocol, any detection system is forced to make the decision to act based on the information which can be observed on the live call. The algorithms in the SmartEvo™ ITS are tuned to perform to the level of aggressiveness desired to provide a good balance between detecting true 3-way calls versus false-detecting other call activities.

A common problem with all 3-Way Call Detection Systems, especially simple silence detection system, is falsely identifying legitimate calls as 3-way attempts due to common occurrences, such as placing a phone down on the table or covering the mouthpiece. Smart Communications' 3-Way Detection algorithm is specifically designed to avoid these problems by dynamically adapting at the start of each call, and during the ongoing call, by analyzing the characteristics of the telephone circuit in use. By adapting on the fly, our system can learn the difference between a true "on-hold" event versus a simple quiet conversation period. Our system can further adapt its performance based on geographic destinations or even specific called numbers and exchanges.

Operation:

The 3-Way Call Detection feature initially analyzes the existing line conditions to use as a baseline for the remainder of the call. The system then monitors the call for conditions that indicate the called party activated a 3-way call or placed the call on hold. When a possible 3-way call attempt has been detected, the system performs the action as programmed by the administrator and a record of the event is stored in the call detail record. After the call is complete, the 3-Way Call Detection System resets and waits for the next call to begin.

Fully Digital Signal Processing (DSP):

The SmartEvo™ ITS uses an all-digital processing system to analyze the characteristics and performance of each telephone call. Each port in the system provides a dedicated Digital Signal Processing (DSP) resource.

Dynamic Calibration, Remote Configuration and Adjustment:

At the start of each call, the system adapts the 3-way call process parameters based on the actual line and call conditions. Internally, the system has over 18 soft parameters that provide a fine level of precision to the call detection system. Most installations can use the factory settings, which are the result of extensive field trials and analysis. If necessary, these the parameters can be remotely adjusted to obtain optimum system performance.

Multiple Detection Options:

Upon detection of a 3-way call attempt, the system performs the action as programmed by the administrator:

- Disconnect the call
- Play a single prompt or begin playing a prompt at random intervals during the call
- Take no external action

Enable or Disable Detection:

Each call processed by the SmartEvo™ ITS can be classified and tagged to enable or disable 3-way call detection. This feature makes it possible to disable 3-way detection for calls to valid individuals, such as lawyers or public defenders, and enable it for calls to other numbers.

Record and Store Detection Details for Each Call:

The SmartEvo™ ITS creates a Call Detail Record (CDR) for each call. This record includes a field that indicates detection of a 3-way call attempt. Authorized users can retrieve information about 3-way call attempts through the call detail reporting feature.

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5.1.2.16. The system shall have the capability of permitting the called party to block all future calls from the Sheriff's Office and Probation Department. Calls cannot be blocked due to a lack of Local Exchange Carrier (LEC) or Competitive Local Exchange Carrier (CLEC) billing agreements with Contractor. Calls may be blocked to telephone numbers that have unbillable call blocks, or when the customer refuses to pay for approved calls to that number. Unauthorized call attempts shall be flagged, archived (for five years), and alert reports shall be generated.

RESPONSE: Confirmed.

5.1.2.17. The system shall provide the ability to selectively monitor call activity in real-time and initiate appropriate action as necessary. The system shall be capable of retrieving and generating Incarcerated Individuals/Youth unauthorized call activity logs for specified periods.

RESPONSE: Confirmed. Please refer to Section **5.1.4. Call Monitoring/Recording System** for details.

5.1.2.18. The system shall record the content of all telephone connections. Recordings must be selectable by telephone instrument, group of telephone instruments, facility, or called number. Once recorded, the content of the call shall be stored for the life of the contract and for retrieval for a period of five (5) years. The system shall have the capability to transfer the recorded calls to removable media for archiving, or review. The call and video recordings shall be maintained by Contractor and easily accessible by the Sheriff's Office and Probation Department throughout the retention period.

RESPONSE: Confirmed. Please refer to Section **5.1.4. Call Monitoring/Recording System** for details.

5.1.2.19. The system shall be capable of generating a variety of management reports and call detail reports. The system shall be able to identify calls by time, location, specific telephone instrument, Incarcerated Individuals/Youth PIN, or number called. The system shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard is equipped with multiple SmartEvo™ ITS administrative and reporting tools. Please refer to **Section 3, #8.2.3.5 Management and Maintenance Reports** for details.

5.1.2.20. Contractor shall be responsible for system maintenance records which identify problems that have been encountered, and the reporting of the corrective action taken to the Sheriff's Office and Probation Department. Any routine or scheduled maintenance that could affect access to phones, revenue, and/or billing generation shall be conducted during the off-peak hours of 10:00 pm to 06:00 am.

RESPONSE: Acknowledged and agreed.

5.1.2.21. Automated call instruction/announcements shall be in English and Spanish, and announcement will indicate that the call may be recorded or monitored with active consent from both parties.

RESPONSE: Confirmed.

5.1.2.22. The system shall utilize positive call acceptance and active consent for all touch tone calls and shall allow passive acceptance for rotary dial calls.

RESPONSE: Confirmed. The SmartEvo™ ITS requires positive acceptance by the called party before an inmate's call is connected. Called parties must physically press "1" on their telephone keypad to confirm acceptance of a call. The SmartEvo™ ITS recognizes legitimate call acceptance events and can distinguish them from standard or irregular ringing signals, answering machines, operator intercepts, quick disconnects, chain dialing, no voice

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from called party and other non-conforming telephone activities. If a non-conforming telephone activity is recognized during a call attempt, it is documented in the Call Detail Record (CDR) and the call will not be completed; no charges will be incurred.

To accept inmate calls from a rotary or pulse dial phone, the called party can contact our Customer Care Center to be added to the passive acceptance list. This configuration can also be accessed by authorized County users via the Smart-Ecosystem™ Dashboard.

5.1.2.23. The called party shall be informed of the cost of the call prior to accepting the call, on all types of Collect calls.

RESPONSE: Confirmed. Before a call is positively accepted, called parties are provided the option of obtaining call type and rate details from the SmartEvo™ ITS automated operator.

During the initial greeting message, the automated operator will announce the following:

"To obtain call type and rate information for this call, dial "3" now."

When this option is selected, the automated operator will announce the following:

"The cost for this [call type] call will be [x] dollars and [xx] cents for the first [y] minute(s) and [x] dollars and [xx] cents for each additional {y} minute."

The automated operator also provides called parties with options to accept or reject the call:

"To accept this call, dial "1" now. To reject this call, dial "2" now."

Charges are only incurred once a call has been accepted by the called party.

5.1.2.24. Contractor shall provide system capabilities for protection from power surges and equipment capabilities for protection from power outages.

RESPONSE: Confirmed. Smart Communications will provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment on all lines used for the proposed system.

The SmartEvo™ ITS hardware is also delivered with an Uninterruptible Power Supply (UPS). The battery capacity of the UPS provided will allow for the SmartEvo™ ITS to be operated for a minimum of two hours during an emergency.

5.1.2.25. Pursuant to California Penal Code 851.5, an arrested person is entitled to three free local telephone calls at the time of booking. The arrestee, if he or she is a custodial parent with responsibility for a minor child, has the right to two additional telephone calls within the local dialing area, or at his or her own expense if outside the local area, for the purpose of arranging for the care of the minor child or children in the parent's absence. Telephones located in the intake area will be configured to allow Incarcerated Individuals to make local calls to landline and cell phones at no cost. Describe how the free calls will be handled, inclusive of custodial rights, and with PIN generation and Voice Biometrics.

RESPONSE: Confirmed. During installation, the SmartEvo™ ITS will be configured to support free calls based on the preferences of the County. All free calls will be recorded in the same manner as billable call types. For identification and investigative purposes, Smart Communications recommends that an inmate be required to enter his/her inmate PIN to place a free call.

5.1.2.26. Pursuant to California Welfare and Institutions Code Section 627(b), Youth are entitled to at least two (2) free local telephone calls at the time of booking. Telephones located in the intake area will be configured to allow Youth to make local calls to landline and cell phones at no cost. The Contractor will be

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required to provide these calls at no cost to the Probation Department and will inform Probation Department what constitutes a local call. The system must allow free calls to the California Relay Service (CRS) to assist hearing-impaired Youth and must also allow Probation Department to specify speed dials.

RESPONSE: Confirmed. During installation, the SmartEvo™ ITS will be configured to support free calls based on the preferences of the County, as outlined above in our response to **#5.1.2.25**.

Smart Communications will provide a Video Relay System (VRS) through Purple Communications at **no cost** to the County. Please see our response to **#5.1.3.7** for more details.

The SmartEvo™ ITS can be configured to allow access to specified speed dials for services such as PREA, Crime Tips (covert communications), requests (general, medical and grievances), Public Defenders and more. Calls can be routed to the internal, secure SmartEvo™ ITS Voicemail Exchange (VMX™) or to approved, designated external numbers. Smart Communications will configure such numbers/voicemails during installation at **no cost** to the County. Administrators can also utilize this feature to communicate important messages to inmates.

5.1.2.27. The system shall provide for automated turn on and shut off at designated times and system shut off capabilities from designated areas.

RESPONSE: Confirmed. The SmartEvo™ ITS features programmable automated on/off (shut down) controls. Automated on/off controls can be scheduled for a specific inmate or group of inmates, an individual telephone or group of telephones, or the entire telephone system on a daily, weekly, monthly or annual basis.

5.1.2.28. The system shall allow multiple authorized operators simultaneous access while maintaining high level security to prevent unauthorized use and access to the Telephone System.

RESPONSE: Confirmed. There is virtually no limit to the number of simultaneous users. The system is only accessible to authorized County personnel via the secure, web-based SmartEcosystem™ Dashboard. After logging in to the SmartEcosystem™ Dashboard with their valid username and password credentials, authorized users can perform all system functions relative to their security level setting. For security and auditing purposes, all user activity, such as page views and database modifications, are logged in detail.

5.1.2.29. Contractor shall provide the maximum number of simultaneous authorized operator access to the system.

RESPONSE: Not applicable. The SmartEcosystem™ Dashboard does not impose a limit on simultaneous access to system utilities.

5.1.2.30. The system shall have the capability to turn telephones on or off remotely throughout the system and have a manual or automated on/off switch in selected locations within each facility. Instruments shall provide the capability to mute the Incarcerated Individuals/Youth's ability to speak to the call recipient until the call is accepted, and to disable the telephone keypad during a call. The telephone instruments shall not have any coin return slots.

RESPONSE: Confirmed. The SmartEvo™ ITS can be shut down by authorized staff via the web-based SmartEcosystem™ Dashboard or by manual switches installed at County-designated locations. Shut down controls can be configured by individual telephone, telephone group or the entire telephone system.

The SmartEvo™ ITS will not allow communication with the called party until the call has been actively/positively accepted. Called parties must physically press "1" on their telephone keypad to confirm acceptance of a call.

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The SmartEvo™ ITS is provisioned with enough resources to perform full time DTMF digit detection on every active call. Any dialed DTMF digits are detected and if not permitted, result in the call being terminated. The SmartEvo™ ITS provides flexible control over the use of extra digits during a call, including whether detection is enabled, which digits are permitted to be dialed and which digits will cause an immediate call termination.

5.1.3. Telephones

5.1.3.1. All telephone instruments shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The phone shall be capable of mounting to cement wall, block wall, stainless steel shrouded columns or protected external enclosures. The instruments shall be suitable for indoor and outdoor installations and have a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle. The instruments shall be utilized for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.

RESPONSE: Confirmed. Smart Communications will provide inmate telephone stations specifically designed to meet the unique security, safety and durability needs of correctional facilities.

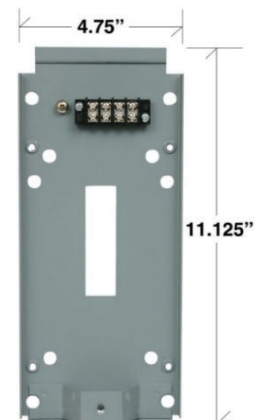
All inmate telephone station ringers are disconnected and will not allow incoming calls. These inmate telephone stations are manufactured of high-strength, tamper-proof heavy gauge steel that is coated in a graffiti/scratch resistant finish. The telephone handsets are constructed of heavy-duty polycarbonate molded plastic and feature no removable parts. These handsets attach to the base station via a steel armored, stretch/break/pull resistant cable. The length of the cable can be customized to meet facility-specific requirements.

Inmate telephone station dial pads are constructed of heavy-duty metal and sealed to prevent moisture and allow for use in inclement weather conditions. In addition to these security and durability features, all SmartEvo™ ITS hardware used by inmates are line powered and have no parts that can be removed without use of a specialized tool. These prevent damage and inhibit inmates from using telephone parts to manufacture weapons.

Smart Communications will also supply "hands-free" telephones for inmate use where suicide threat is present.

FEATURES:

- Built-in user-controlled "LOUD" button for ADA mandated volume control (user-controlled volume amplification and volume resets to normal with on-hook)
- Confidencer technology filters out background noise at the user's location, allowing better sound to the called party; all-in-one electronic dial features modular incoming line and handset connections for quick maintenance; Carbon (HS) and DuraClear (DURA) Handsets have separate 4-pin connections
- Heavy duty 14-gauge brushed stainless steel provides rugged housing designed for inmate use with mounting backboard
- Armored handset cable available in 18.0", 32.0", 54.0" and custom lengths; secured with a 14-gauge retainer bracket for maximum vandal resistance
- Handset has sealed transmitter and receiver caps, suitable for heavy use and abuse locations



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- Pin-in-head security screws minimize tampering
- Hearing aid compatible and FCC registered US: IDATE0SBITC-254, IC:3267A-ITC254

5.1.3.2. Telephone instruments shall have touch-tone keypads.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #5.1.3.1.

5.1.3.3. Telephone instruments shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for jail environments that minimize vandalism and destruction of property. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts, and must be installed in such a manner that no safety hazard is present to the user.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #5.1.3.1.

5.1.3.4. Telephone devices will be configured with a braided steel receiver cord, the length of which may vary and will be determined by the Sheriff's Office and Probation Department prior to implementation.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #5.1.3.1.

5.1.3.5. All telephone instruments must be water resistant and fireproof and have key-locked mountings to the wall. All other equipment including outdoor installations must meet Department safety and security standards.

RESPONSE: Confirmed. Detailed specifications regarding Smart Communications' proposed telephone instruments are provided in our response to item #5.1.3.1.

5.1.3.6. Contractor's automated operator Telephone System shall be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Currently, there is a TDD Station in the Sheriff's Office Intake/Booking area.

RESPONSE: Confirmed. Smart Communications' proposed SmartEvo™ ITS complies with all ADA standards and regulations. Smart Communications will also provision an adequate quantity of Ultratech SuperPrint 4425 TTD/TTY, which feature:

- Built-in, 24-character printer
- 3 selectable print sizes
- 32k memory
- Date/time printed at the beginning of each call
- Turbo Code and Auto ID™
- E-Turbo for simplified relay calling
- Built-in ring flasher
- Arrow keys for easy review of memory



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- Convenient GA/SK keys
- Easy-touch greeting memory
- TTY Announcer™ tells hearing callers you are using a TTY
- Baudot code (45.5/50 baud rate)
- Sticky key feature (for single-handed typing)
- ASCII code is available

5.1.3.7. Contractor shall provide Video Relay Service (VRS) for Deaf or Hard- of-Hearing Incarcerated Individuals and Youth at no cost to the Sheriff's Office and Probation Department. Current vendor currently provides VRS through a partnership with Purple Communications.

RESPONSE: Video Relay Service (VRS) and Video Remote Interpreting (VRI) on Smart Communications' hardware is provided by Purple Communications. Purple Communications' VRS and VRI are FCC-certified services for deaf and hard-of-hearing individuals that promotes equal communications access, satisfying the requirements of Title IV of the Americans with Disabilities Act (ADA).

Purple Communications' VRS and VRI are fully interoperable with our SmartVisit™ VVS allowing sessions to be monitored, recorded and administered in the same manner as a standard video visitation session.



5.1.3.8. Amplified handsets shall be required in all areas.

RESPONSE: Confirmed. Smart Communications will provide inmate telephone stations with a built-in, user-controlled "LOUD" button for ADA mandated volume control. The volume resets to normal when the handset is placed back on-hook.



5.1.3.9. Contractor shall provide all telephones, hardware, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the Sheriff's Office and Probation Department. Contractor shall complete all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed. All electrical equipment must be installed in compliance with National Code requirements. All telephones must be securely fastened to the wall with security hardware approved by the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department reserves the right to pre-approve mounting and installation.

RESPONSE: Acknowledged and agreed.

5.1.3.10. Telephone instruments must be line powered such that, the phone does not require separate electrical power at the device.

RESPONSE: Confirmed. Smart Communications' proposed telephone instruments are line powered do not require separate electrical power at the device.

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5.1.4. Call Monitoring/Recording System

5.1.4.1. The system shall have a call monitoring and recording system that records every call made by the system and stores retrievable recorded calls for a minimum of five (5) years or as required by current County statutes, or State and Federal regulations.

RESPONSE: Confirmed. The SmartEvo™ ITS can record all non-privileged inmate calls or be configured to selectively record calls based on inmate PIN, called numbers or inmate telephone station. Call recordings are immediately accessible for playback and/or download via the secure, web-based SmartEcosystem™ Dashboard.

Non-privileged SmartEvo™ ITS calls can also be monitored by authorized staff or investigators in real-time via the SmartEcosystem™ Dashboard. When an authorized user logs in, they can view all calls in progress and select the call they wish to monitor. There is no indication to the inmate or called party when a call is being monitored.

The SmartEcosystem™ Dashboard can be accessed on-site or remotely on any computer with Internet connection – no additional hardware or software is required. All call detail records, recordings and account information will be stored online and available to authorized users through the web-based SmartEcosystem™ Dashboard for the retention period defined by the County.

5.1.4.2. The system shall have the capability to disconnect a call that is being monitored, and a secure monitoring platform for remote call monitoring.

RESPONSE: Confirmed. Authorized personnel can immediately disconnect a call that is being monitored on-site or remotely via the web-based SmartEcosystem™ Dashboard.

5.1.4.3. Calls to certain predetermined telephone numbers shall not be recorded. The system must be able to exempt specific telephone numbers from monitoring or recording. The system must be capable of identifying specified telephone numbers as "do not record."

RESPONSE: Confirmed. The SmartEvo™ ITS will be configured to disable call monitoring and recording on attorney phone numbers to preserve attorney/client privilege. If an attorney has accepted calls before informing the facility that their number should be marked as privileged, the SmartEvo™ ITS will automatically delete any previous recordings as soon their phone number is marked as privileged.

5.1.4.4. The recording system shall incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their routine investigations.

RESPONSE: Confirmed. Please refer to our response to #5.1.2.7 for details.

5.1.4.5. The system shall have the capability, on demand, to store recordings on the hard drive(s) and the recording must be accessible instantly.

RESPONSE: Confirmed. Call recordings are immediately accessible to authorized users online via the SmartEcosystem™ Dashboard. The SmartEcosystem™ Dashboard provides simple point and click access to download recordings and copy to alternative media for portable storage such as CD/DVD/USB storage device, etc. System users may download one or a group of recordings and retain all pertinent call detail information with the recordings for ease of use at alternate locations. By using the Investigate platform, County staff no longer need to download and burn call recordings or other information, such as images of tattoos, to CD-Rs. Once published to a case in the SmartEcosystem™ Dashboard, this information can easily be shared with external

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users. The Investigate platform allows the County to choose what types of assets each user can access and download.

Recordings are downloadable in a compressed .mp3 format or SmartEvo™ ITS proprietary file format. If recording integrity must be proven, the recording can be saved in the proprietary file format. A digital signature in the file ensures that the file data has not been altered after it has been retrieved from the system. This file format can be played using a SmartEvo™ ITS file player.

5.1.4.6. The system should include an alert system that will detect and notify calls made to restricted numbers, calls made by restricted individuals, or calls made from restricted phones.

RESPONSE: Confirmed. The SmartEvo™ ITS allows authorized staff to set up call watches on as many called numbers, inmates or inmate phones as necessary. The call watches can use one or more of the criteria to make complex watch conditions. Watches can also contain lists of numbers, such as staff, known gang members, accomplices or other high interest groups. When the SmartEvo™ ITS detects a call that matches one of the watch conditions, it will take one of the preset actions, including providing an audible notification, sending a text or email, or call a phone number and allow the user to listen to the call audio remotely. When listening remotely, the user enters a PIN and can listen to the call live, rewind or pause the call audio. When monitoring a call directly through the SmartEcosystem™ Dashboard, authorized staff can also disconnect the call in progress.

5.1.4.7. The system must provide for the monitoring of live Incarcerated Individuals/Youth calls without any detectable deterioration of call quality or call interruptions.

RESPONSE: Confirmed. All SmartEvo™ ITS calls that are not protected by attorney/client privilege can be monitored by authorized County or investigative staff in real time via the web-based SmartEcosystem™ Dashboard. From there, they can view all calls in progress and completed recordings and select the call they wish to monitor. Inmate calls can be monitored on-site or remotely on any Internet-enabled PC with a common web browser; no additional hardware or software is required.

Call monitoring is covert as neither the inmate nor called party can detect when their call is being monitored. Calls can be monitored by multiple investigators simultaneously without affecting the recording quality.

Screenshots illustrating the information viewable during live call monitoring are provided below.

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5.1.4.8. The system must have the ability to "fade out" a portion of the monitored conversation to distinguish between the speaking parties. The system must be configured/networked such that all recorded calls may be accessed from any workstation. The system must be configured for both public and private secured networks.

RESPONSE: Confirmed. The SmartEvo™ ITS can be configured to allow authorized staff to "fade out" a portion of the monitored conversation to distinguish between the speaking parties. All Smart Communications' incarcerated persons (IP) communication services, including the SmartEvo™ ITS, are administered via the SmartEcosystem™ Dashboard. With its unified and fully integrated design, the SmartEcosystem™ Dashboard provides authorized facility users with access to all IP communication service monitoring, reporting, data sharing and investigative tools in one place, with a single login. Authorized users can use any PC with a modern browser and active Internet connection on a public or private network to access and utilize the SmartEcosystem™ Dashboard.

5.1.5. Maintenance and Repairs

5.1.5.1. The equipment installed at the Sheriff's Office and Probation Department shall remain the sole and exclusive property of the Contractor. Sheriff's Office and Probation Department will not be responsible for any damage to equipment.

RESPONSE: Acknowledged and agreed.

5.1.5.2. The Contractor shall provide all necessary labor, parts, materials and transportation to maintain all Incarcerated Individuals/Youth telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.

RESPONSE: Acknowledged and agreed.

5.1.5.3. The Contractor is responsible for all maintenance and repairs to Incarcerated Individuals/Youth telephones and the Telephone System. A single point of contact with the Contractor, via a toll-free telephone number, an e-mail address, and centralized URL must be established by the Contractor to support all technical and Customer Service support for electronic communication including but not limited to Trouble Ticket initiation, Team Notification, updates to and status of trouble ticket resolution and case management trouble ticket close-out, and for reporting all other telephone problems. The toll-free maintenance/repair telephone

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number, answered by a live operator, shall be available for reporting Incarcerated Individuals/Youth telephone problems twenty-four (24) hours per day, every day of the year.

RESPONSE: Acknowledged and agreed. Our highly trained, professional Technical Support Center (TSC) staff, located in Seminole, FL, is available 24/7/365 to assist the County should a service issue arise. County facility staff can reach our TSC via:

- **Toll-free Phone:** 844-346-0988
- **Email:** support@smartcommunications.us
- **Web – SmartEcosystem™ Dashboard:** <https://manage.smartjailmail.com>

The SmartEcosystem™ Dashboard features a service ticketing feature that allows County staff to create, view and track service tickets. The system automatically generates a tracking number for each ticket opened. Users can search for service tickets by ticket number or by date. All updates are sent electronically in real-time to the originator of the ticket as well as the County designee.

5.1.5.4. Contractor shall provide one (1) full-time Site Administrator/Technician (SAT), who shall be onsite and dedicated to the Sheriff's Office and Probation Department Monday through Friday during Sheriff's Office and Probation Department business hours, and after business hours if working a trouble ticket or deficiency through completion and resolution. The SAT will be responsible for providing administrative and technical support, maintenance, and preventive maintenance on Incarcerated Individual and Youth Telephone System, Tablets, and Video Visitation System.

RESPONSE: Acknowledged and agreed. To ensure we provide the County with the best support and maintenance service possible, a full-time On-site Certified Technician (OCT) will be provided by Smart Communications.

Duties of the OCT include, but are not limited to:

- Provide maintenance on all inmate telephones and related equipment, as needed, and perform preventive maintenance for the SmartEvo™ ITS, SmartVisit™ VVS, and SmartTablet™ and SmartKiosk™ devices
- Maintain all SmartEcosystem™ databases associated with the SmartEvo™ ITS, SmartVisit™ VVS, SmartTablet™ devices; enter all PINs, PANs, blocked numbers and any other new inmate calling information in the ITS
- Manage SmartTablet™ device replacement, as necessary, to maintain the desired inmate-to-tablet distribution ratio
- Receive and resolve all administrative comments and questions, to include the unblocking of specified telephone numbers and designating specified numbers as privileged
- Provide reports and investigative assistance at the County's request, such as the following:
 - SmartEvo™ ITS activity reports, including usage and revenue
 - SmartVisit™ VVS activity reports, including remote and on-site video visitation sessions and remote revenue
 - SmartTablet™ device activity reports, including educational program and entertainment content usage/revenue
 - SmartEvo™ ITS and SmartVisit™ VVS call monitoring

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- Request and service ticket reports
- Investigation documentation, including CDRs and audio, audio/visual recordings, electronic messages and scanned inmate postal mail

For complete service and support details, please refer to ***“Exhibit B: Service Escalation Matrix and Maintenance Plan.”***

5.1.5.5. Contractor shall have Tier 2 Technical Support to provide real-time access and immediate support to the SAT, when needed.

RESPONSE: Acknowledged and agreed. Smart Communications provides dependable service from initial system design planning and implementation through ongoing maintenance and support. All maintenance, support, training, and repair of our technologies and services will be provided to the County at ***no cost***.

Technical and maintenance support services will be provided to the County by in-house Smart Communications staff:

- Account Manager (Jerome Anderson)
- Network Operations Center (NOC)
- Technical Support Center (TSC)

Additional technical and maintenance support services will be provided by our qualified technicians:

- On-site Certified Technician (OCT)
- Field Service Technicians (FSTs)

Please refer to ***“Exhibit B: Service Escalation Matrix and Maintenance Plan”*** for details regarding our standard technical support priority levels/tiers. Please note that our technical support priority levels/tiers can be modified to meet the County’s specific requirements.

5.1.5.6. Contractor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified Sheriff’s Office and Probation Department facilities, readily available for repairs and maintenance of the system. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

RESPONSE: Acknowledged and agreed. We will provide adequate spare parts for repairs and maintenance of the system. As parts are used, additional parts will be replaced to maintain a full inventory at all times.

5.1.5.7. Contractor shall develop procedures and schedules to conduct monthly Preventive Maintenance on Incarcerated Individual and Youth Telephone System and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Incarcerated Individual and Youth Telephone System and all of its components in good working order, including the performance of Preventive Maintenance.

RESPONSE: Acknowledged and agreed. Monthly preventive maintenance procedures will be performed by the full-time, On-site Certified Technician (OCT) provided by Smart Communications at ***no cost*** to the County. For additional details, please refer to ***“Exhibit B: Service Escalation Matrix and Maintenance Plan.”***

5.1.5.8. Contractor shall be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter- exchange carrier (IEC), or Contractor’s equipment. When Contractor

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determines the service provider responsible for failure, then the Contractor shall contact the service provider responsible for failure and jointly resolve the failure at no cost to the Sheriff's Office and/or Probation Department. If the failure is determined to be the fault of Contractor's equipment, hardware, software or wiring, Contractor shall correct the problem at no cost to the Sheriff's Office and/or the Probation Department.

RESPONSE: Acknowledged and agreed.

5.1.5.9. Contractor shall provide Customer Service support that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

RESPONSE: Confirmed. Friends and family of inmates who need assistance with the services we provide can contact our Customer Care Center 24/7/365 by calling our toll-free line at 888-843-1972. All calls are answered by a live, U.S.-based representative.

5.1.5.10. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and Probation Department's personnel for the functions of the Incarcerated Individuals/Youth Telephone System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

RESPONSE: Confirmed. County staff is supported by our Technical Support Center, which can be reached 24/7/365 toll-free at 844-346-0988 or via email at support@smartcommunications.us. All Technical Support staff are highly trained, based in the U.S. and employed directly by Smart Communications (support is not outsourced to a third-party provider).

5.1.5.11. Contractor shall describe how it performs standard system testing to ensure that the Telephone System and its network services are fully implemented and ready to accept telephone traffic for Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Telephone System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.

RESPONSE: The following tests are conducted by Smart Communications to ensure our SmartEvo™ ITS and networks are stable, reliable and ready to handle telephone traffic.

- Unit Testing: This involves testing individual hardware components and modules in isolation to verify their functionality and is performed immediately after hardware is requisitioned from inventory. Unit testing ensures each component performs as expected and can help identify and fix any potential issues at an early stage.
- Network/Equipment Set-up and Implementation Testing and Inspection: This phase involves the testing and inspection of various network and hardware components, such as:
 - Inspection of all cables, power and connections
 - Test bandwidth capacity
 - Confirm all phones/devices are identified and visible in domain

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- Test system power up/power down
- Confirm SmartEcosystem™ Dashboard accessibility and test functionality
- Database Integrity Testing: This phase involves the testing of various system database tables, including:
 - Incarcerated Persons (IPs) Tables: ID, name, personal identification number (PIN), housing location, status and Personal Allowed Number (PAN) list
 - Global Number Tables: blocked number list, vetted attorney/privileged individual list, free number list, TDD access numbers and PREA hotlines/speed dial codes
 - Telephone Station Tables: port labels, grouping, service class designations and on/off times
 - Rates and Dialing Tables: tariff type surcharges and per minute rates, tariff type dialing rules, override dialing rules, local number listing and carrier access protocol
- System Testing: This phase involves testing the hardware, software and network as an entire system. System testing includes end-to-end scenarios (successful importation of JMS data feed, authorized user profile creation, scheduling, service tickets, etc.) bandwidth testing (under normal and peak load conditions), and stress testing to validate the system's functionality, performance and scalability.
- Security Testing: It is crucial to perform rigorous security testing to identify vulnerabilities and ensure the system's protection against potential threats. This includes testing for encryption protocols, access controls, firewall persistence and integrity, authentication mechanisms, and data privacy measures. Penetration testing and vulnerability assessments are also conducted at this time.
- Customer Acceptance Testing (CAT): CAT involves testing the system from the customer's perspective to ensure it meets their requirements and expectations. Facility Project Lead personnel and installation team members participate in CAT to validate the solution's usability, functionality and overall user experience.

County staff involvement to facilitate testing is limited and includes:

- Facility Project Lead's approval of hardware and network installation plan
- Provisioning of security clearance and facility access/security escort for installation team members
- Facility Project Lead's participation in CAT for approval/sign-off of system installation and performance; this test is usually completed within 30 minutes

5.1.5.12. Contractor shall be responsible for all maintenance and repairs to the Telephone System.

RESPONSE: Acknowledged and agreed.

5.1.5.13. Contractor shall provide 24/7/365 support for software and hardware problems and shall adhere to and comply with Exhibit I - Incarcerated Individuals/Youth Telephone System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Telephone System problems. This toll-free maintenance/repair telephone number shall be available for reporting Telephone System problems twenty-four (24) hours per day, every day of the year.

5.1.5.13.1. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Telephone System Service Level Agreement in Exhibit I.

RESPONSE: Acknowledged and agreed.

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5.1.6. Other Associated Services and Service Offerings

5.1.6.1. Contractor shall provide Intake/Booking Kiosks and Lobby Kiosks. The Sheriff's Office currently has two Intake/Booking Kiosks and one Lobby Kiosk.

RESPONSE: Confirmed. Smart Communications will install and maintain public/lobby and intake booking kiosks for the County.

The lobby kiosks provided will accept credit card, debit card and cash deposits. This allows family and friends who are visiting a facility to deposit funds in their personal Prepaid Collect accounts and deposit funds directly in an inmate's PIN Debit or Commissary Trust Fund account. After a deposit has been made, the lobby kiosk documents the transaction by taking a picture of the individual who made the deposit and issues a printed receipt. The receipt displays the transaction number, deposit and fee amounts, and a toll-free customer service telephone number. Deposited funds are available for immediate use.

Smart Communications' intake booking kiosks are designed to securely collect money from new inmates with minimal officer involvement. The booking kiosks provided will accept credit card, debit card and cash deposits (including coins). The booking kiosks will be interfaced with the inmate Trust Fund accounting system to allow deposited funds to be available immediately for inmate commissary purchases. After a deposit has been made, the booking kiosk documents the transaction by taking a picture of the inmate and issues two printed receipt copies (one for the inmate and the other for the facility).



Each kiosk is equipped with a 19.0" LCD touch screen display, a webcam, bill acceptor(s), each with a 1,000-bill capacity, a credit card reader and a thermal receipt printer. The booking kiosks provided will also feature a coin acceptor. All kiosks will be fully supported and maintained (including cash collections/custodial services and software updates) by Smart Communications throughout the life of the contract at **no cost** to the County.

PUBLIC/LOBBY AND INTAKE BOOKING KIOSK SPECIFICATIONS	
Enclosure:	<ul style="list-style-type: none"> • Free standing • Ruggedized steel construction • Powder coated finish • Front access door with key lock • Baseplate or to floor through baseplate mountable • ADA capable
Dimensions (l x w x h):	20.0 x 22.0 x 62.0" (50.80 x 55.88 X 157.48 cm)
Weight:	250 lbs. (113.4 kg)
Power:	15A (maximum draw)
Components:	<ul style="list-style-type: none"> • 19.0" LCD with PCASP touch screen display • PC with Windows OS and Ethernet LAN connection • Thermal Printer • Credit card reader • Webcam • Bill Acceptor(s) with 1,000-bill capacity • Coin Acceptor (intake booking kiosk only)

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5.1.6.1.1. Contractor shall have managed inventory supply of receipt paper rolls, and inventory supply of primary components that include but not limited to bill acceptors, card readers, coin exchangers, and receipt printers.

RESPONSE: Acknowledged and agreed.

5.1.6.1.2. Intake/Booking kiosks shall have single bill feeder to reduce accounting errors and corrections.

RESPONSE: Acknowledged and agreed.

5.1.6.1.3. Contractor shall have 24/7 Business Day and After-Hour technical support.

RESPONSE: Acknowledged and agreed.

5.1.6.1.4. Contractor shall be responsible for interfacing and associated interface costs with the JMS and Commissary systems.

RESPONSE: Acknowledged and agreed.

5.1.6.1.5. All kiosks shall have the capability to pull full reports to capture data that includes but not limited to deposits, management reports, and maintenance reports.

RESPONSE: Acknowledged and agreed.

5.1.6.1.6. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Kiosk System Service Level Agreement in Exhibit III.

RESPONSE: Acknowledged and agreed.

5.1.6.2. Contractor shall provide Investigative Tools at no cost to the Sheriff's Office and Probation Department.

5.1.6.2.1. Contractor shall provide description of Analytical Tools that provide linkages, relationships, associations, and mapping of data points; data mining, data analytics, data visualization; and predictive modeling.

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5.1.6.2.2. Contractor shall provide and describe system's capabilities in detail for other investigative tools available for call trace, call history detail, call monitoring without Incarcerated Individuals/Youth or other party detection and recording and other call detail capabilities that can be used to aid investigations related to the detention facilities.



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5.1.6.2.3. Contractor shall provide Voice Biometrics (Continuous or Non-Continuous) at no cost to the Sheriff's Office and Probation Department. Voice Biometrics (Continuous or Non-Continuous) shall have a minimal impact on call delay. Contractor shall include in response, the impact on quality of call and length of call.

RESPONSE: Confirmed. The SmartEvo™ ITS supports our proprietary voice biometrics system, specifically engineered for the corrections market. Our voice biometrics system is fully autonomous and does not require County staff to operate. Additionally, our system does not reduce call quality or increase call length. When an inmate makes their first call through the SmartEvo™ ITS, they are automatically enrolled in the voice biometrics system with clear voice prompts to guide them through the process. During enrollment, the SmartEvo™ ITS analyzes the inmate's speech pattern and vocal pitch and unlike other technologies, can detect an inmate's attempt to defeat the voice biometrics engine by blowing into the microphone on the telephone handset. To ensure optimal vocal recording clarity, active noise cancellation (ANC) is automatically activated to reduce/filter out background noise. The voice biometric data captured during enrollment is stored in the SmartEvo™ ITS and is used to verify an inmate's identity whenever they place a call.

5.1.6.3. Contractor shall provide Virtual Mailroom at no cost to the Sheriff's Office and Probation Department. The Virtual Mailroom shall safely process Incarcerated Individuals/Youth postal mail at an off-site processing center and convert Incarcerated Individuals/Youth postal mail into a high-definition electronic color copy, uploaded into a digital platform. The mail shall be filtered with the Sheriff's Office's and Probation Department's security settings and shall be automatically sent electronically to the Incarcerated Individual/Youth directly via a tablet or kiosk platform. The Virtual mail shall have a searchable database.

RESPONSE: Smart Communications' proposal includes the provision of our patented MailGuard® and MailGuardLegal® Privileged Postal Mail Elimination System services at absolutely *no cost*.

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With MailGuard®, all non-privileged inmate postal mail is sent directly to our 15,000 sq. ft. processing center in Seminole, FL. To maintain the integrity, safety and security of our staff and the mail they process, the MailGuard® processing center is under 24/7 video surveillance and is equipped with a state-of-the-art alarm and fire detection system.

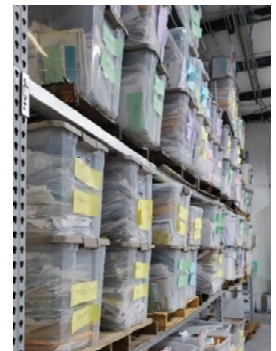
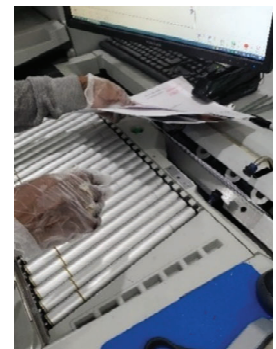
At the processing center, inmate mail is opened and scanned in one of three separate clean rooms. Each room operates on independent air systems to limit contamination risk should a piece of mail contain a dangerous chemical or biological agent. Our highly trained staff utilize cutting-edge technology to open, scan and convert inmate mail into a high-definition, full-color, digital .PDF file. These digital files are then uploaded to the SmartEcosystem™ Dashboard for facility staff review/approval. After the review/approval, the digital files are automatically delivered to the inmates via the SmartTablet™ or SmartKiosk™ devices available at the facility.

Smart Communications guarantees inmate mail is processed and delivered within 24 hours of receipt, six days per week. We have been delivering on this promise without fail since the inception of MailGuard® over eight years ago.

In addition to maximizing operational efficiencies and safety, MailGuard® also serves as an invaluable investigative tool to help prevent and solve crimes. All digital mail files are saved in a searchable database that is accessible to authorized staff via Smart Communications' secure, web-based SmartEcosystem™ Dashboard.

Smart Communications' MailGuard® System includes MailGuardTracker.com, the public website. Public users can sign up for a free account and are assigned a unique MailGuard® Sender ID, enabling them to check the delivery status of the mail they send to inmates. Once logged in, users can see if their mail has been received, approved or rejected. Users also have the option to sign up for notifications via email or text message for status updates.

Electronic copies of their mail are available to former inmates for up to 60 days after their release. Released inmates can access and download electronic copies of their processed mail for free by using their inmate ID and password to log in to our secure, public website at www.SmartInmate.com.



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CORRECTIONAL POSTAL MAIL CONTRABAND ELIMINATION SYSTEM

PATENT#: US 10,291,617 B2
DATE OF PATENT: MAY 14TH, 2019
INVENTOR: JONATHAN D. LOGAN
(CEO, SMART COMMUNICATIONS)



We are proud to say that our patented MailGuard® system is increasing officer and inmate safety by preventing dangerous, illegal drugs and biohazards from entering over 150 correctional facilities nationwide. Our MailGuard® clients include the Federal Bureau of Prisons and all 24 Pennsylvania Department of Corrections locations, housing a combined total of over 50,000 inmates.

MailGuard® laid the groundwork for the next innovative technology invented by Smart Communications to further enhance facility efficiency and safety – our patented MailGuardLegal® Privileged Mail System.

Legal mail is protected by client/attorney privilege and inspection is not permitted. Criminals are aware of this and try to use legal mail to smuggle contraband and narcotics into the facility. Smart Communications' MailGuardLegal® is a very effective system, preserving the required privacy for privileged inmate legal mail while keeping this mail **100% contraband free**.

The MailGuardLegal® Cart allows inmates to open, scan and process their privileged legal mail with privacy of the contents but while in the presence of staff. Once scanned, the inmate can print a hard copy of the scanned file or mark the file for secure electronic delivery. Files marked for electronic delivery are immediately accessible to the inmate on a SmartTablet™ or SmartKiosk™ by entering a second secure password in addition to their PIN. To preserve confidentiality, facility staff have no access to any scanned privileged mail files. Depending on the facility's existing policy, the original copy of the privileged mail is bagged and placed into inmate property or destroyed via the MailGuardLegal® Cart's built-in paper shredder.

5.1.6.4. Contractor shall provide a description of other service offerings that include but not limited to Text Messaging.

RESPONSE: Smart Communications' offer includes our SmartInmate™ Electronic Messaging System service. This highly intelligent system allows inmates to stay in contact with their friends and family via a controlled electronic messaging platform like email. SmartInmate™ has many built-in investigative features; for example, SmartInmate™ can automatically monitor and send instant notifications when messages containing user-defined keywords or names are transmitted, or when inmates being shadowed under investigation send/receive messages or connect with a new public user.



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Additionally, SmartInmate™ allows approved contacts to share digital photos with inmates. Prior to delivery to an inmate, staff can electronically approve or reject the photo. If “virtual” contraband (nudity, offensive gestures/behaviors, etc.) is detected during the review process, the photo is rejected and is not delivered to the inmate. The sender is notified when a digital photo they attempted to share with an inmate is rejected. This notification includes the reason



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why the photo was rejected/not delivered. The photo sharing/delivery function of SmartInmate™ allows only approved contacts to share digital photos with inmates. Inmates are not able to take or share photos.

The SmartEcosystem™ Dashboard is also equipped with multiple administrative and reporting tools. Please refer to **Section 3, #8.2.3.5 Management and Maintenance Reports** for details.

5.1.6.5. Sheriff's Office shall provide or partner with a provider to offer a Biometric Process to monitor the health of inmates and include a description and additional cost or financial impact to offer.

RESPONSE: By partnering with Smart Communications, the County will be among the first agencies to have the opportunity to utilize our latest innovation – the SmartWatch™.

The SmartWatch™ is the most advanced technology ever introduced to the corrections environment, opening a whole new universe of control, communication, intelligence and possibilities:

- Communication and control
- Live location tracking and monitoring
- Health and wellness monitoring and alerts
- Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring
- Facility alerts, announcements, digital forms



Communication and Connection - The SmartWatch™ provides total communication and connection to the facility and the outside world, leveraging advanced technology to support inmate phone calls, video visitation, telehealth visits, privileged visits, text messaging, email, MailGuard® mail scanning, digital request forms, optional music, movies, media and more.

Tracking and Monitoring Inmates - In addition to connection and communication, the SmartWatch™ provides the most advanced live inmate tracking technology in the industry, far superior to decades of old RFID tracking capabilities. The SmartWatch™ can trace live and historical exact inmate location within inches, track history of movement, see live mapping in real time of all inmates in motion or segregate monitoring to specific inmates. Create patterns, alerts of motion and gathering activities, and more.

Health and Wellness - This intelligent device monitors every inmate in real time with vital health and wellness data and reporting. Inmate body temperature, oxygen level and heart rate are monitored and reported in real time, with a customizable monitoring dashboard to create reports, alerts, emergency alarms, wellness histories and more, allowing agency operators and medical staff to have their finger on the pulse of each inmate's physical health in real time, keeping the agency ahead of tragedies before they happen.

Intelligence and Control - The SmartWatch™ opens a new universe of never before possibilities of live and historical intelligence and control of the entire inmate environment. With baked-in intelligence controls fully integrated in the SmartEcosystem™ Dashboard, the SmartWatch™ allows administrators and investigators to



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monitor phone calls, visits, text and emails, as well as shadow inmates in live time with voice biometrics, key word tracking, covertly monitoring voice and video capabilities – all at the fingertips of administrators. SmartWatch™ empowers agency intelligence in the inmate environment at levels never possible before.

5.1.6.5. Contractor shall provide Debit Release Cards that shall also function as credit cards that can be used outside of the facilities. Contractor shall disclose and provide the maximum period of time allowed after the incarcerated person's release, before fees are incurred. Contractor shall provide instruction sheets for card use, fees, and any other necessary information for the incarcerated person.

RESPONSE: Smart Communications expanded our service offering to include inmate deposit, release card and other banking services through a strategic partnership formed with Rapid Financial Solutions, LLC (RapidFin). RapidFin has 13 years of experience in the correctional market with service deployments at multiple State Department of Corrections facilities, including: Nevada, Alabama, Virginia, Utah, Idaho, Iowa and West Virginia. With total service implementations at over 1,000 correctional institutions nationwide, RapidFin processes over 8,000,000 transactions per month.



Through this partnership, Smart Communications can provide the County with MasterCard® branded PIN-based debit cards for the transferring of remaining account balances to inmates upon release. Our ReleasePay™ Inmate Debit Release Cards program allows the County to add funds to the debit card after an inmate has been released from the facility without requiring the physical card to reload. Inmates would have the ability to withdraw funds at:

- Point of sale locations
- Cash back options
- Mastercard® principal banks
- ATMs worldwide

Furthermore, our ReleasePay™ program allows inmates to deposit funds into a bank or PayPal® account.

Our ReleasePay™ Inmate Debit Release Cards utilize a unique card jacket which provides security by shielding the card number and provides all instructions for an inmate to successfully gain access to their money in a manner that best suits their lifestyle.

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ReleasePay's unique card jacket provides security by shielding the card number as well as providing all the instructions for an inmate to successfully gain access to their money in a manner that best suits their lifestyle.



Sample of our card jacket that is provided to the inmate upon release.

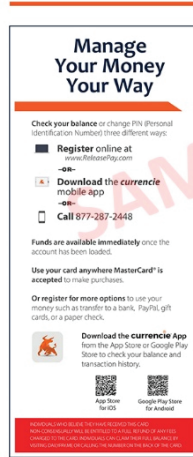
Explanation of how an inmate gains access to their money by using the debit card.

Easy to follow instructions on how to validate card.

Other options for the inmate to manage their money if they choose not to use the card.

RELEASEPAY CARD JACKET

Page 3 of the jacket provides information on the different options ReleasePay offers to manage your money.



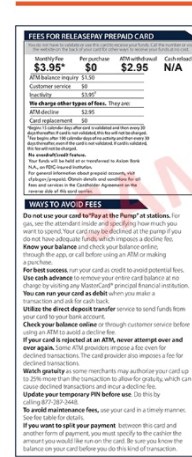
Clear instructions on how to manage your money your way.

ReleasePay's free app, Currence, is a great tool for the inmate to manage their money.

Important notice on how a refund can be issued if you received the card non-consensually or incur an inactivity fee.

RELEASEPAY CARD JACKET

Page 2 of the jacket provides an overview on fees and the best ways to use your card.



Information about the fees associated with the ReleasePay card.

Clear ways to avoid fees and how to use your money your way.

5.1.7. Leave-Behind Solution

Contractor shall provide a leave-behind solution at the end of the contract term at no cost to the Sheriff's Office and Probation Department. All call detail records, call and visitation recordings, documentation, reports, data, etc. are the property of the Sheriff's Office and Probation Department and shall be provided to the Sheriff's Office and Probation Department by Contractor on a secure storage medium and in a usable, user-friendly, searchable electronic format at no cost to the Sheriff's Office and Probation Department within fifteen (15) days following the expiration and/or cancellation of the AGREEMENT. Contractor shall accept Sheriff's Office's reasonable decision whether the solution provided is acceptable. The leave-behind solution shall be easily accessible for seven (7) years after contract end date, and at Sheriff's Office's option, leave behind solution must be located in a Sheriff's Office-designated location(s).

RESPONSE: Acknowledged and agreed.

5.1.8. Financial Offer

The potential Contractor shall pay the higher of the Revenue Share (\$/Minute) or Minimum Annual Guarantee (MAG). The Revenue Share (\$/Minute) will be in compliance with FCC and CPUC regulatory laws and stay within allowed limits (currently at \$0.01-\$0.02 per minute).

The potential Contractor shall provide the Sheriff's Office and Probation Department separately, a Minimum Annual Guarantee (MAG) amount that shall be paid to each in equal monthly installments, due and payable in advance on the first business day of each month (except for prorated payment in the event that the Contract begins or ends on a day other than the first day of the month). State the Revenue Share (\$/Minute) Offered and the MAG amount offered, specifying how the MAG amount was determined, how it is reconciled with commissions, and disbursement of adjustment payments, if any.

RESPONSE: As presented in **Offer (Attachment A)**, Smart Communications is offering to provide our SmartEvo™ ITS service at a flat call rate of \$0.05/minute with \$0.01/minute commission on all call types, including interstate and international. Our offer also includes an ITS commission revenue Minimum Annual Guarantee (MAG) of \$125,000.00. The MAG amount was primarily based on the various fixed, direct, variable and indirect costs and

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expenses associated with project start-up, maintenance and support, along with gross revenue earning expectations based on the County's historical usage and average daily population (ADP) data provided.

The \$125,000.00 ITS MAG will be disbursed in equal monthly installments, distributed between the Sheriff's Office and Probation Department separately. The first monthly ITS MAG installment payment in the amount of \$10,416.66 or prorated amount will be submitted within five business days after the project's go-live date. Each month thereafter, Smart Communications will provide the County with an ITS commission payment. The ITS commission payment amount provided in subsequent months will be determined by the reconciliation of the County's ITS commission earnings of the prior month. If the County's ITS commission earnings in the prior month exceeds the monthly installment payment amount, the County will be paid the higher amount.

Commission payments based on total gross revenue earnings from incarcerated persons' (IPs) use of "non-ITS" services, such as SmartVisit™ VVS, SmartInmate™ Electronic Messaging and SmartEntertainment™, will be provided separately. The first "non-ITS" commission payment will be made to the County thirty days after the project's go-live date and each month thereafter.

Please note that this is our initial offer based on our understanding of what was desired by the agency, and we are completely open to modifying our financial offer to meet the desires of the agency.

5.1.9. Interest

If any payments due are not received by the Sheriff's Office and Probation Department within the agreed-upon period, the Sheriff's Office and Probation Department are entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66- day year) calculated from the date payment is due.

RESPONSE: Acknowledged and agreed.

5.1.10. Compliance

All rates, fees, and surcharges shall be in compliance with current Federal and State regulatory laws.

RESPONSE: Acknowledged and agreed.

5.1.11. Integration of New Telephone System

The potential Contractor shall submit detailed plans for the provision of necessary telephone equipment and the integration of the new Incarcerated Individual and Youth Telephone System, while minimizing the impacts to current telephone system operations. Should potential Contractor elect to utilize existing Telephone Instruments, potential Contractor shall at its own risk, cost, and expense enter into an agreement with Viapath to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current Telephone System and services agreement. The new automated operator Incarcerated Individual and Youth Telephone System and Telephone Platform shall become fully operational upon the successful completion of all system integration testing and acceptance by the Sheriff's Office and Probation Department. System integration and acceptance test criteria is as follows: all telephones tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office and Probation Department Project Managers. All telephone installation plans and

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schedules will be reviewed and approved by the Sheriff's Office and Probation Department's Project Managers, in order to minimize impacts to normal operations.

RESPONSE: Acknowledged and agreed. Smart Communications has extensive experience installing and maintaining inmate communications systems throughout the country. We have developed standard installation, cut-over and turn-up procedures that minimize disruptions and allow the new systems to come online quickly with minimal facility staff involvement.

We utilize a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close.

By coupling this phased approach to project management/ implementation with our experience, Smart Communications anticipates all proposed systems will be installed and fully operational within 45 days of contract execution.



A brief description of each project management/implementation phase, Project Milestones, Risk Mitigation Plans and a complete list of the tasks and sub-tasks associated with each phase are provided in response to **Section 3 – Technical Proposal, #8.2.3.2 Project Methodology and Project Management**. Please note that the plan/schedule provided is “preliminary” and can be adjusted if necessary to help achieve the County's project completion objective.

5.1.12. Project Approach

Contractor shall present an overview, which shall be a narrative description, of the Contractor's proposed plan for providing Incarcerated Individuals/Youth Telephone Services to the Sheriff's Office. The Contractor will provide in full detail, its understanding and response to the Scope of Work.

RESPONSE: Confirmed. Smart Communications utilizes a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close. An overview and narrative description of Smart Communications' proposed plan for the provisioning of our communication technologies and services for the County's incarcerated persons (IPs) are provided in response to **Section 3 – Technical Proposal, #8.2.3.2 Project Methodology and Project Management**.

5.1.12.1. Project Control Document (PCD) - Upon effective date of Agreement, Contractor shall create and deliver to the Sheriff's Office, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD shall include the relevant elements of the following:

- 5.1.1.1.1. Introduction and Executive Summary
- 5.1.1.1.2. Project Mission & Objectives
- 5.1.1.1.3. Project Scope
- 5.1.1.1.4. Implementation Plan and Schedule
- 5.1.1.1.5. Change Control Plan

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5.1.1.1.6. Project Team

5.1.1.1.7. Risk Assessment & Management

RESPONSE: Acknowledged and agreed.

5.1.12.2. Project Implementation Team

5.1.12.2.1. Contractor shall provide the name, years of service, qualifications, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the Incarcerated Individual and Youth Telephone System installation; and Contractor's Account Manager, which will be the Sheriff's Office and Probation Department's main point of contact during the subsequent Contract(s).

[Redacted content]

5.1.12.2.2. Contractor shall provide its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members, including the organizational framework for the proposed Project Team and key staff name for each role identified in the chart.

RESPONSE: Acknowledged. Please refer to **8.2.2.3 Key Personnel's Names and Experience** for details.

5.1.13. Training/Ongoing Operations

5.1.13.1. Contractor shall provide training on the Incarcerated Individuals/Youth telephone workstation features and usage for all workstations at the Sheriff's Office and Probation Department facilities. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training should occur no later than 14 days from the "go-live" date, at no cost to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed. All technologies and services provided by Smart Communications include comprehensive initial on-site training at **no cost**. Our on-site training programs are designed to enable County staff to use all features the first day of installation and ensure appropriate County staff has received all necessary training prior to "going live." Training is typically provided in eight-hour sessions with no limit to the number of County personnel that may participate. These sessions are divided into separate course modules designed to focus on the needs of the different SmartEcosystem™ Dashboard permission/access levels: Staff, Staff Administrator, Investigator and System Administrator.

The date(s), location(s) and time(s) for on-site training will be determined during the project's Planning phase (WBS #2.6). The training will be conducted during the project's Execution phase (WBS #3.12) shortly before the

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hardware/systems are cut-over and turned up. In addition to on-site training, Smart Communications offers remote, web-based training as needed. Both on-site and remote training are available upon request at **no cost** throughout the contract term.

A detailed scope of the training topics covered for each user access level has been provided in response to **Section 3 – Technical Proposal, #8.2.3.3 Training – Post-Implementation and Ongoing.**

5.1.13.2. Contractor shall offer annual training on Incarcerated Individuals/Youth Telephone Services and any associated service offering.

RESPONSE: Acknowledged and agreed.

5.1.13.3. Contractor shall provide “refresher training” and training on Incarcerated Individuals/Youth Telephone Service upgrades or any component thereof.

RESPONSE: Acknowledged and agreed.

5.1.13.4. Contractor will actively engage and participate in regular Bi-Annual Operations Review Meetings.

RESPONSE: Acknowledged and agreed.

5.1.13.5. Contractor will actively engage in and participate in an annual review of the Contract.

RESPONSE: Acknowledged and agreed.

5.1.14. Management Reporting

5.1.14.1. Project Status Reports during implementation of system and associated services - Contractor shall prepare and submit Project Status Reports separately to Sheriff's Office and Probation Department. Contractor shall submit such weekly reports which shall, at a minimum, state:

5.1.14.1.1. Period covered by the report

5.1.14.1.2. Project Control Document which includes but not limited to:

5.1.14.1.2.1. Project Implementation Checklist

5.1.14.1.2.2. Project progress and plans

5.1.14.1.2.3. Issues tracking, including deficiencies

5.1.14.1.2.4. Project schedule including work scheduled for completion, which was completed, and work scheduled for completion which was not completed

5.1.14.1.2.5. Updates to the Project Control Document

5.1.14.1.2.6. Project risks identified through the quality assurance process

RESPONSE: Acknowledged and agreed.

5.1.14.2. Automated Monthly Management Reports – Post-implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no

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later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. Such reports shall include, but not be limited to, the following:

5.1.14.2.1. Complete Call Detail Reports

5.1.14.2.2. Complete and Detailed Mapping of All Equipment: This report shall include but shall not be limited to information on facility name, address, telephone number, location of phone, installation date, date removed, date reinstalled, and pertinent wiring information. Report shall be updated monthly. Total down time for each phone shall also be included. These reports shall be available to all Workstations.

5.1.14.2.3. Total Calls Completed and Billed Report - Report shall be in summary format by facility and telephone number. Reports shall include the total number of calls, total minutes, amount billed, and shall be broken down by Bill Type: Collect, Prepaid, Debit, and by Call Type: Local, Intralata, Interlata, Interstate, and International calls.

5.1.14.2.4. Total Calls Not Completed Report - Report shall be in summary format, and shall include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), as well as indicating the cause associated with the incompleteness of the calls and an aggregate total of each value.

5.1.14.2.5. Revenue Share Report - This report shall contain the annual or monthly historical contemporary MAG payment and/or Commissions information.

5.1.14.2.6. Summary of System Outages and/or Maintenance Performed Report - Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date and time and who notified the Sheriff's Office and Probation Department.

5.1.14.2.7. Telephone Inspection and Maintenance Log - This report shall be submitted on a quarterly basis.

5.1.14.2.8. Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.1.14.3. Year-End Summary Management Reports - Contractor shall submit Year-End Summary Management Reports to the Sheriff's Office and Probation Department pertaining to the operation of the Contractor's Incarcerated Individual and Youth Telephone System and separated by and submitted separately to the Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year-End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. are due on the day of, or no later than 5:00 pm the next business day following the Contract Annual Review meeting and presentation.

5.1.14.3.1. Annual Operations Report shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and shall also include an aggregate total of each of these values. The reports shall also indicate the Commissions, uncollectibles, and recovered uncollectibles, including any accounts receivables sold during the year.

5.1.14.3.2. Annual Contract Review Report generated for the annual contract review meeting. Within thirty (30) calendar days following the end of each Agreement year, Contractor's Account Manager shall meet with the Sheriff's Office and Probation Department, and present the following:

5.1.14.3.3. Incarcerated Individuals/Youth call activity for the Agreement year

5.1.14.3.4. Compliance with the terms and conditions of the contract

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- 5.1.14.3.5. Recap of any key areas of successes and/or concerns**
- 5.1.14.3.6. Intended strategies for the upcoming contract year.**

RESPONSE: Acknowledged and agreed.

5.2. Tablet Program and Video Visitation for Incarcerate Individuals and Youth

5.2.1. Tablet Program

5.2.1.1. Contractor shall provide tablets for incarcerated person's/Youth's education, rehabilitation, and reentry programs. The tablets shall also include access to ADA information and programs and Systems Law Library content.

RESPONSE: Acknowledged and agreed.

5.2.1.2. Contractor shall provide standard, basic content offer, and describe what is included.

RESPONSE: Our SmartTablet™ devices can be configured to include the following applications:

- **Phone Calls:** inmates can speak to their friends and family using our SmartEvo™ ITS.
- **Video Visitation:** inmates can participate in on-site and remote video sessions via our SmartVisit™ VVS.
- **Messaging:** inmates can send and receive text messages from friends, family and County staff. Inmates can also receive photographs and video messages.
- **MailGuard®:** Patented Mail Scanning provides inmates with free access to personal mail that is processed off-site daily at our state-of-the-art MailGuard® processing center. Our patented MailGuard® keeps facility staff and inmates safe by eliminating the risk of contraband entering the facility via postal mail and by providing a streamlined, labor-free, automated means to process inmate postal mail. MailGuard® also serves as an invaluable investigative tool; digital mail is database-searchable to allow your staff to gain intelligence and eliminate secret communication.
- **Entertainment:** inmates can stream various media, TV shows, movies and games on demand through SmartEntertainment™, with complimentary access to select Ebooks and Internet radio stations.
- **Education and Reentry:** provides inmates with complimentary access to a vast resource of educational, reentry, vocational, life skills, self-improvement and recovery courses and content.
- **Job Search:** helps inmates return to the job market and move past their criminal record by providing access to the U.S. Department of Labor's CareerOneStop website. CareerOneStop provides resources to help inmates find employers and learn how to talk about their conviction.
- **Requests/Grievance:** inmates can electronically create and submit general requests, medical requests and grievances via our SmartRequest™ platform. The customizable and detailed electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility.
- **Law Library:** provides inmates with complimentary, self-service access to Federal and State statutes and case law, a legal dictionary, and other aids to assist with research pertinent to their case. By eliminating the need to escort inmates through the facility to access legal resources, staff burden is reduced.
- **Commissary:** allows inmates to place orders for commissary items. Integration with the facility's commissary provider is performed by Smart Communications at no cost.

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- **PDF Viewer/Documents:** allows inmates to view the inmate handbook, PREA information and other .PDF documents uploaded by authorized facility staff.
- **Inmate Videos:** allows inmates to access MP4 video files uploaded by authorized facility staff (i.e., video version of inmate handbook, facility orientation video, etc.).
- **Calendar:** inmates can access a system-wide calendar/appointment manager. Authorized users can add appointments and other dates to specific inmates' calendars or to the global calendar for all inmates. ***NOTE:*** *The calendar can also be interfaced with the County's JMS to allow inmates to access court/release date information. This function is facility/vendor-specific, and some vendors may charge for access to the information.*
- **Trust Account/Debit Purchase Lookups:** inmates can view trust account balances and debit purchases. ***NOTE:*** *Requires the County's incumbent inmate banking/trust commissary vendor to provide the appropriate data feed.*
- **Calculator, Dictionaries and Clock:** provides inmates with access to a calculator to perform basic math and trigonometric calculations, language dictionaries (English/Spanish) and a clock with local time.
- **Video Relay Service:** Video Relay Service (VRS) and Video Remote Interpreting (VRI) can be provided by Purple Communications on Smart Communications' hardware. Purple Communications' VRS and VRI are FCC-certified solutions for deaf and hard-of-hearing individuals that promotes equal communications access, satisfying the requirements of Title IV of the Americans with Disabilities Act (ADA).

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5.2.1.3. Contractor shall provide a detailed description of the tablet device, the functions, the security features, charging/docking stations, and Wi-Fi system.

[SmartTablet™ Device Overview](#)



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5.2.1.4. Contractor should be able to provide all incarcerated persons access to free education courses, court ordered and approved courses, self-help, GED prep modules, vocational, spiritual, religious texts, behavioral courses on their tablets, with incarcerated person reward options, for incentive based programing.

RESPONSE: Confirmed. The SmartEd™ platform, available standard on Smart Communications' SmartTablet™ devices, is composed of 20,000 instructional videos and 7,000 practice exercises relating to core educational subjects, such as:



Arts & Humanities|

- Art History Basics
- Art in 19th Century Europe
- Art of Africa, Asia and Medieval Europe
- Art of the Americas to World War I
- Art of the Ancient Mediterranean
- Art of the Islamic World
- Baroque to Neoclassical Art in Europe
- Expressionism to Pop Art

Math|

- Algebra Basics
- Algebra I and II
- AP Calculus AB and BC
- Arithmetic
- Basic Geometry
- Differential Calculus and Equations
- Early Math
- High School Geometry

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- Global Contemporary Art
- Grammar
- Music
- Prehistoric Art in Europe and West Asia
- Renaissance and Reformation in Europe
- U.S. and World History

Computing |

- Computer Programming
- Computer Science

Economics & Finance |

- Finance and Capital Markets
- Macroeconomics and Microeconomics

Science |

- AP Chemistry
- Biology
- Chemistry
- Cosmology and Astronomy
- Electrical Engineering
- Health and Medicine
- Organic Chemistry
- Physics

- Integral Calculus
- Linear Algebra
- Mathematics I, II and III
- Measurement and Data
- Multivariable Calculus
- Pre-algebra and Precalculus
- Real and Complex Numbers
- Statistics and Probability

Misc. Content |

- Big History Project
- California Academy of Sciences
- NASA
- Pixar in a Box
- The Brookings Institution
- Wireless Philosophy

Test Preparation |

- CAHSEE
- GMAT
- IIT JEE
- MCAT
- NCLEX-RN
- SAT

SmartEd™ is a highly customizable and expandable platform that can be configured to support more advanced educational, reentry, life skills, self-improvement and recovery courses.

For example, our SmartEd™ platform supports the iPathways Learning Management System (LMS). iPathways is a non-profit institution that provides correctional facilities with standards-based instructional content to prepare inmates for the High School Equivalency Test (HiSET™), General Education Development (GED®) and Tests Assessing Secondary Completion (TASC™). iPathways LMS offers placement test assessments to identify strengths and weaknesses to help guide student inmates to the appropriate coursework available, which includes:

i-Pathways

Reasoning Through the Language Arts |

- Unit 1: The Reading Process
- Unit 2: Vocabulary and Word Skills
- Unit 3: Reading Comprehension Skills
- Unit 4: Patterns of Organization
- Unit 5: Purpose and Tone
- Unit 6: Graphics and Electronic Texts
- Unit 7: The Writing Process

Science |

- Unit 1: Scientific Methods and Technology
- Unit 2: Life Science
- Unit 3: Physical Science
- Unit 4: Earth and Space Science

Mathematics |

- Unit 1: Introduction to Real Numbers
- Unit 2: Variables and Algebraic Expressions
- Unit 3: Introduction to Geometry
- Unit 4: Linear Inequalities in One Variable
- Unit 5: Linear Functions
- Unit 6: Polynomials and Factoring
- Unit 7: Rational Expressions

Social Studies |

- Unit 1: Civics and Government
- Unit 2: United States History
- Unit 3: Economics:
- Unit 4: Geography and the World

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Basic Writing |

- Unit 1: Sentence Structure
- Unit 2: Paragraph Writing
- Unit 3: Effective Sentences
- Unit 4: Introduction to Referencing Materials
- Unit 5: Essay Writing

Basic Math |

- Unit 1: Whole Numbers - Place Value, Rounding and Estimating
- Unit 2: Fractions and Mixed Numbers
- Unit 3: Decimals
- Unit 4: Ratios and Proportions
- Unit 5: Percents

Consumer Education |

- Unit 1: Getting a Job or Furthering Your Education
- Unit 2: Taxes
- Unit 3: Housing
- Unit 4: Transportation
- Unit 5: Investing
- Unit 6: Consumer Protection and Decision Making

Each coursework category lesson follows an easy to navigate template in which:

- Each lesson begins with an introduction to the content with guiding questions and learning objectives
- Key terms are included to help students develop academic vocabulary and activate background knowledge
- Graphics and images support the instruction
- Instant feedback activities provide opportunities for the student to self-check their progress and understanding
- Audio and video pieces support the instruction

The iPathways LMS can be interfaced with our SmartEcosystem™ Dashboard, which allows authorized facility staff to assign programming content to individual inmates and monitor their progress.

MaxxContent |

MaxxContent provides Corrections Rehabilitation Institute (CRI) programming that consists of 20 self-paced courses. Courses last 30 minutes to one hour and teach life skills, technology, literacy, and job search skills. Students will receive a certificate with the completion of each course. Courses include Anger Management, Job Readiness, Expectations and Outcomes, Substance Abuse, Family and Community, Communication and Conflict Resolution, Time Management, Career Resources, Financial Literacy, My SWOT (strength, weaknesses, opportunities, and threats), Behavior Change, Health Education, Entrepreneurship, Contemporary Technology Skills, Exercising, and more.



Along with the CRI programming, students may choose to study soft skills and can select from 25 different courses which cover topics such as Strategic Planning, Marketing, Finance and Accounting, Human Resources, Management, Leadership, Communications, Personal Development, Project Management, Team Building, Sales, and Customer Service. This curriculum has something to offer each student.

Breaking Free |

Breaking Free is an evidence-based online healthcare intervention program. This intervention addresses the misuse of 70 different substances, including alcohol, opiates, psychoactive substances, and prescribed medications, as well as mental health issues. Breaking Free provides expert behavioral support for offenders in a consistent, accessible and scalable way that extends beyond the prison gate. It focuses on the path from custody to community.



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5.2.1.5. Contractor will work with Programs allowing our local education providers to add content to the tablet with no added cost, we should be able to track the progress of IP, and set up virtual classrooms with specific content with no added costs. Programs should have access to enroll IP in courses and assign courses as part of their sentencing through the tablet system.

RESPONSE: Confirmed.

5.2.1.6. Contractor will provide pre-loaded self-help courses on topics ranging from job interview preparation to substance abuse, and anger management.

RESPONSE: Confirmed. Smart Communications' SmartTablet™ devices also offer SmartReentry™, featuring Beyond Prison, Probation and Parole (BPPP). BPPP is a 10-part interactive reentry video series that helps change the way incarcerated individuals view their path to rehabilitation. The series features inspiring stories told by successful formerly-incarcerated men and women who have overcome the challenges, obstacles and fears associated with transitioning from prison back to society, family and community. This video series empowers instructors and support groups to help participants make the most out of the inspiring and motivational messages/strategies in each BPPP video.



Smart Communications' SmartEd™ can also be configured to allow inmates to participate in and earn certificates of completion for court-mandated courses offered through the North American Learning Institute (NALI).



Animal Cruelty|

- Animal Cruelty Prevention

Behavior|

- Anger Management
- Behavior Modification

Conflict Resolution|

- Conflict Resolution

Diversity|

- Diversity Awareness

Drugs & Alcohol|

- Drug and Alcohol Awareness
- Marijuana Education
- Minor in Possession (MIP) Class
- Tobacco Awareness
- Vaping Awareness and Prevention Education

Ethics|

- Workplace Ethics Training

Fire Safety|

- Fire Safety

First Aid|

- CPR Training
- First Aid Training

Human Trafficking|

- Human Trafficking Awareness and Prevention

Legal|

- HIPAA Training

Life Skills|

- Life Skills

Parenting|

- Babysitting Preparedness
- Bullying Awareness and Prevention
- Parent Education and Family Stabilization
- Parenting Skills Class

Prostitution|

- Prostitution Prevention

Sexual Harassment|

- Sexual Harassment Prevention

Skilled Trades|

- Confined Space Training
- Hazard Communication Training

Theft|

- Theft Awareness

Truancy|

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Food Safety|

- Food Handler Training

Health and Wellness|

- Bloodborne Pathogens
- Concussion Awareness and Prevention
- Ergonomics Training
- HIV/AIDS Awareness and Prevention
- Virus Awareness and Spread Prevention

- Truancy Prevention

Violence|

- Domestic Violence
- Workplace Violence Awareness and Prevention

Other educational and rehabilitative resources supported on the SmartTablet™ devices are presented in our response to item #5.2.1.4.

Please note that each of our advanced educational resources require a significant amount of bandwidth, network resources, licensing fees and, in some cases, facility staff resources to deliver and maintain, and are therefore typically provided separately. Smart Communications works directly with your agency to determine which of these advanced programs can be provided at **no cost** that will best complement and/or enhance the agency's current educational and rehabilitative program offerings, while ensuring resources are deployed in the most effective and efficient manner possible.

SmartTablet™ devices, as well as the secure, independent wireless network and infrastructure required to support usage are provided to the agency and inmates at absolutely **no cost**.

5.2.1.7. Contractor will allow Programs Unit to utilize tablet system as a platform for IP's to be able to take a placement test, to help programs unit identify strengths and weaknesses of IP, which will then guide IP to the appropriate lesson.

RESPONSE: Confirmed.

5.2.1.8. Contractor will provide additional incentives for IP to pursue the educational and vocational content. Example: If IP does well in a course, or has been a model IP, they win points, which can be used to tap into music, movies and games on the tablet system.

RESPONSE: Confirmed. The SmartTablet™ devices can be configured to include our SmartRewards™ program. SmartRewards™ is an incentive program that rewards inmates who accomplish certain educational goals by providing them with complimentary access to SmartEntertainment™ premium content or free SmartInmate™ Electronic Messages to communicate with friends and family.



5.2.1.9. The device shall be capable of displaying the most common file formats.

RESPONSE: Confirmed.

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5.2.1.10. Tablets shall have, at a minimum, the following security features:

- 5.2.1.10.1. The device may store limited data across user sessions.**
- 5.2.1.10.2. The device shall be configured for unique user login for certain users.**
- 5.2.1.10.3. The device shall return to a secure baseline configuration upon logout, restart, or reboot.**
- 5.2.1.10.4. The device is capable of tiered-role privileges that distinguish between users and administrators and their authorized functions.**
- 5.2.1.10.5. Access to boot partitions and the root file system are prohibited.**
- 5.2.1.10.6. The device provides no access to macros, scripting or application programming interfaces.**

RESPONSE: Confirmed.

5.2.1.11. Tablets shall have the capability to render Sheriff's Office and Probation Department-generated web content including but not limited to websites and streaming media.

RESPONSE: Confirmed.

5.2.1.12. Tablets shall be capable of rendering content on closed networks or secure zones, completely isolated from the internet.

RESPONSE: Confirmed. All Smart Communications' operating system and application software is custom designed and purpose-built for exclusive use within a corrections environment. Our SmartTablet™ devices are equipped with our custom operating systems that will only allow the devices to connect to our secure network within the facility and run pre-approved applications. Authorized staff are provided with total control as to which applications are accessible to inmates on a SmartTablet™ device.

5.2.1.13. The Commander/Administrator tablet is required to have the capability to shut down tablets remotely; and the capability to monitor the tablets.

RESPONSE: Confirmed. The SmartTablet™ devices are administered via our secure, web-based SmartEcosystem™ Dashboard. Authorized users can enable or disable SmartTablet™ device login and application accessibility per inmate, per housing unit or facility-wide. A scheduling system can also automatically deny device access during pre-defined times, such as meals, counts, lockdown times, etc. SmartTablet™ devices can also be disabled on-demand through self-service management tools when needed by administration for emergencies, unscheduled transports, etc. The SmartEcosystem™ Dashboard can also be configured to require inmates to acknowledge receipt of facility documents at timed intervals or upon log in.

5.2.1.14. Ear buds shall be initially provided by Contractor at no cost for all tablets and inventory spares. Contractor may charge for subsequent requests for replacement ear buds.

RESPONSE: Acknowledged and agreed.

5.2.1.15. Contractor shall provide an inventory of tablets onsite at the Sheriff's Office and at the Probation Department to immediately replace broken tablets and shall have an expedient process of returning broken or defective tablets and replenishing inventory at agreed-upon unit quantity levels.

RESPONSE: Smart Communications will provide the facility with a pool of spare SmartTablet™ devices to allow for damaged or inoperable devices to be immediately replaced and ensure inmate access to tablets is not

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limited. If a tablet is damaged and taken out of use in the inmate population, a spare tablet is taken from the spare device pool and is assigned to the proper location and put into use for the inmates.

We will also provide shipping boxes with prepaid shipping labels to return damaged/inoperable devices. Upon receipt, we will send replacements to replenish the spare device pool. The entire repair/replacement process is at no cost to the inmates or the agency in situations where no ill-intent has been determined.

5.2.1.16. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Tablets and Video Visitation System Service Level Agreement in Exhibit II.

RESPONSE: Acknowledged and agreed.

5.2.1.17. Quantity of Tablets Proposal Offer

5.2.1.17.1. Sheriff's Office

5.2.1.17.1.1. Refer to Section 2.3.1.1 of this RFP. The Sheriff's Office prefers, although not required, a 1:1 Inmate to Tablet Ratio and 13 Commander tablets. State the number of tablets offered in proposal and rationale for determining quantity offered.

RESPONSE: Confirmed. To ensure all inmates are provided with fair and equal access to tablets, Smart Communications utilizes a free shared tablet distribution model. With this model, we provide our partner facilities with SmartTablet™ devices at **no cost** To the County, inmates or inmates' families.

Smart Communications is proposing a Personal 1:1 tablet distribution model. With this model, Smart Communications provides an ample quantity of SmartTablet™ devices to allow the County to issue each inmate their own personal device. This provides inmates with immediate access to the available tablet services and applications during authorized access times. Additionally, each inmate is held accountable for the responsible use and care of the device they are issued. If an inmate's personal tablet becomes inoperable due to intentional damage, the inmate is required to pay for the damaged tablet before being eligible to receive a replacement.

Smart Communications will also provide the facility with a pool of spare SmartTablet™ devices to allow for a damaged or inoperable device to be immediately replaced. We also provide pre-printed shipping labels and boxes to return damaged/inoperable devices. Upon receipt, Smart Communications will send a replacement to replenish the spare device pool. Smart Communications provides all additional/replacement tablets to the facility at **no cost**, and we do not hold the facility liable for any SmartTablet™ device that sustains damage.

Smart Communications will also furnish a total of 13 "commander" tablets to be used by facility staff to administer tablet devices deployed at the Sheriff's Office.

5.2.1.17.1.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

RESPONSE: Service and commission rates for the Sheriff's Office (adult) incarcerated persons' (IPs) use of "premium" SmartTablet™ device services are summarized in the tables below:

	Visitation Type	Rate/Minute	Commission Rate
SmartVisit™ VVS Service and Commission Rates	Local (On-site)	FREE	N/A
	Remote Attorney or Public Defender		
	Remote (Scheduled)	\$0.10	50.0%
	Remote (Video on Demand)	\$0.10	

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	Service Type	Service Rate	Commission Rate
SmartInmate™ Service Rates and Commission Rates	Internal Facility/Staff Text Messages	FREE	N/A
	Attorney Messages with Legal Document delivery and eSignature functionality	FREE	
	SMS text message (up to 100 characters)	\$0.10/message	20.0%
	Text message (up to 30,000 characters)	\$0.50/message	
	Photo Attachment (inbound only)	\$1.00/photo	

	Media Description	Rate/Minute	Commission Rate
SmartEntertainment™ Service and Commission Rates	Standard Content Streaming	FREE	N/A
	Premium Content Streaming	\$0.03	50.0%

For complete details, please refer to **Offer (Attachment A)**.

5.2.1.17.2. County Probation Department

5.2.1.17.2.1. Refer to Section 2.3.2 of this RFP. The Probation Department requires a minimum of 20 tablets (10 for each unit) and 2 Commander tablets. State number of tablets offered in proposal and rationale for determining quantity offered.

RESPONSE: Smart Communications is proposing a Personal 1:1 tablet distribution model. As previously described, this distribution model will provide incarcerated youths with immediate access to the available tablet services and applications during authorized access times.

Smart Communications will also furnish a total of two “commander” tablets to be used by facility staff to administer tablet devices deployed at the Probation Department.

5.2.1.17.2.2. State tablet access per minute rate to premium tablet services (such as messaging, music, and games) and state Revenue Share.

RESPONSE: Not applicable. Probation Department (youth) incarcerated persons (IPs) are provided with complimentary use of all SmartTablet™ device services.

5.2.2. Video Visitation through Tablets

5.2.2.1. Video Visitation Requirements for both Sheriff's Office and Probation Department

5.2.2.1.1. The system shall allow the public to visit Incarcerated Individuals/Youth from their home, as well as from pre-determined visitation centers in designated Sheriff's Office and Probation Department facilities, while being monitored and recorded by Sheriff's Office and Probation Department staff. Attorneys and other approved individuals who require private access to Incarcerated Individuals/Youths will be able to do so through Remote Incarcerated Individuals/Youth Video Visitation without being monitored or recorded. There will be onsite Incarcerated Individuals/Youth Video Visitation terminals as well, for private video sessions with attorneys and other approved individuals. All recordings shall remain

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the property of the Sheriff's Office and Probation Department. All facets of this project will be mutually agreed upon by Contractor and the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.2.2.1.2. Both Sheriff's Office and Probation Department have TracNet for their Jail Management System and Aramark for their Commissary. The Contractor will be responsible for a seamless and fully operational interface development and associated costs with 3rd party vendors (Jail Management System or Commissary vendors) and/or Sheriff's Office and Probation Department systems. The Contractor will be required to plan and implement the Video Visitation System, including any integration and/or interfaces, and testing of all required equipment and software relative to the new Video Visitation System, without impacting the normal daily operation of other Sheriff's Office and Probation Department systems.

RESPONSE: Acknowledged and agreed.

5.2.2.1.3. Contractor shall state all costs, if any, associated with the installation, associated equipment and/or software, furniture, and enclosures, and will include all cost components. The Video Visitation System instruments, software, hardware, and enclosures shall be subject to approval by the Sheriff's Office and Probation Department. The Contractor shall be responsible for any costs for cabling and wiring, network access, project implementation, interface development and installation, and for any other cost incurred in conjunction with implementation of the system and its associated services and features.

RESPONSE: Not applicable. Smart Communications will furnish, install, support and maintain all proposed technologies and services at *no cost* to the County.

5.2.2.1.4. Contractor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

RESPONSE: Acknowledged and agreed.

5.2.2.1.5. Contractor shall provide a fully functioning, comprehensive and operational hosted, IP-based Video Visitation System using state-of-the-art video compression technology designed specifically for jails, prisons or other incarceration facilities.

RESPONSE: Acknowledged and agreed.

5.2.2.1.6. The Video Visitation System shall be capable of processing on-site and remote visits at all facilities, allowing visitors to video conference with Incarcerated Individuals/Youths whether visitor is located at a designated Facility property and/or at a remote location.

RESPONSE: Confirmed. Smart Communications' SmartVisit™ VVS is the most intelligent video visitation platform in corrections and supports both on-site and remote visits. SmartVisit™ utilizes industry exclusive content filtering software and a robust web-based scheduling application that streamlines and automates the visitation process to provide a true "self-service" video visitation experience with zero staff involvement.

Visitors can manage their account, schedule a visit or conduct a SmartVisit™ VVS session on-site via a SmartKiosk™ or remotely from a PC at www.SmartInmate.com.



5.2.2.1.7. The Video Visitation System shall be a complete solution for the Sheriff's Office and Probation Department incorporating all major aspects of visitation (e.g., reporting, recording, scheduling,

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software and hardware, network access, cabling/wiring, system interfaces, etc.) for on-site and remote visitors.

RESPONSE: Acknowledged and agreed.

5.2.2.1.8. The Video Visitation System shall allow for visitation recording.

RESPONSE: Confirmed. All non-privileged SmartVisit™ video visitation sessions are recorded by our custom, internal recording subsystem. This subsystem processes the audio/video data from the session and embeds various metadata to support the query/search functions and other investigative tools in the SmartEcosystem™ Dashboard, such as SmartLink™ and advanced case reports. The recording file produced contains the audio and video feeds from both the inmate and visitor, and includes any system text prompts (i.e., “inmate not facing camera” or “visitor not facing camera”) or text messages interjected into the session by the staff member monitoring the visit. The video recording also contains other important visitation session data, such as participant names, video devices/endpoints used, session timer and date/time of the visit.

Once processed by the subsystem, SmartVisit™ video visitation session recordings are automatically stored in the SmartEcosystem™ Dashboard. Authorized facility staff can immediately access and play back SmartVisit™ recordings via the SmartEcosystem™ Dashboard’s built-in video player.

While reviewing a SmartVisit™ recording, authorized staff can adjust the video playback speed, listening volume level and viewing/display size (i.e., full-screen). The SmartEcosystem™ Dashboard also includes a “**Visitation Notes**” feature, allowing staff to enter important notes/comments regarding the video visitation session. The notes entered are saved with the session recording to facilitate sharing with and review by other staff members.

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SmartVisit™ session recordings are saved in a common/non-proprietary MPEG-4 (.MP4) video file format. As a standardized file format for video, almost all video players support MP4 – no additional software is required for playback. To open a file, double-click the video to open in the default video player/viewer on the PC. Android and iPhone natively support playback of MP4 as well.

Our SmartVisit™ VVS utilizes cloud-based architecture managed via our geographically disparate and redundant data centers. SmartVisit™ session recordings are securely stored in these data centers and backed up nightly. Since our data centers are scalable and do not impose storage limits, all session recordings are stored for the full contract term and beyond. To optimize system/network performance, older recordings are archived in accordance with the agency's policy, regulatory compliance or once every 180 days. Archiving is performed by our skilled Network Operations Center (NOC) staff and allows for loss-less retrieval at any time in the future.

5.2.2.1.9. The Video Visitation System shall be able to charge the visitor for remote and inter-facility video visits with the Sheriff's Office and Probation Department.

RESPONSE: Confirmed.

5.2.2.1.10. The Video Visitation System shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP/Ethernet. Systems that utilize analog audio/video matrix switching devices are not acceptable.

RESPONSE: Confirmed. Smart Communications' SmartVisit™ VVS is a fully IP-based platform. All connections are made using a dynamic, centralized Stream Forwarding Unit (SFU) located within the network. All connections to this unit are managed by the SmartVisit™ application that is controlled via the SmartEcosystem™ Dashboard. Any inmate video end point can be connected to any visitor visitation endpoint or a remote visitor PC or smartphone with an active Internet connection. The SFU is also controlled by the video management application. Connections are made dynamically on a visit-by-visit basis.

5.2.2.1.11. At no expense to the Sheriff's Office and Probation Department, staff shall be trained by Contractor in the use of the System to facilitate all on site and remote browser-based visitations and to administer the System.

RESPONSE: Acknowledged and agreed. Please refer to our response to #5.2.2.1.67 for details.

5.2.2.1.12. Cabling and wiring, network access, interface, installation, and implementation of the Video Visitation System and associated services and features will be the responsibility and cost of the Contractor. Contractor shall be responsible for providing and implementing a separate network connection (cable, fiber, etc.). Contractor will be responsible for any additional network switches, wiring, and any and all bandwidth required for video visitations.

RESPONSE: Acknowledged and agreed.

5.2.2.1.13. Cabling, wiring, and other infrastructure will become the property of the Sheriff's Office and Probation Department at the end of the contract term.

RESPONSE: Acknowledged and agreed.

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5.2.2.1.14. Remote visitors will be able to conduct remote visits without having to install or download any software.

RESPONSE: Confirmed. Visitors can conduct a SmartVisit™ VVS session remotely through the web browser on any internet-enabled device via www.SmartInmate.com.

5.2.2.1.15. Contractor shall provide technical support in both English and Spanish during visitation hours for facility and visitors at no cost to facility.

RESPONSE: Confirmed.

5.2.2.1.16. Software upgrades and system improvements will be provided and implemented at no additional cost to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.2.2.1.17. The Video Visitation System shall be able to support several web-based applications including, but not limited to, video visitation, Incarcerated Individuals/Youth information, sick request, emergency visit, commissary ordering and Incarcerated Individuals/Youth electronic Email.

RESPONSE: Applications, features and functionalities available on the SmartKiosk™ devices include:

- **Phone Calls:** inmates can speak to their friends and family using our SmartEvo™ ITS.
- **Video Visitation:** inmates can participate in on-site and remote video sessions via our SmartVisit™ VVS.
- **Messaging:** inmates can send and receive text messages from friends, family and County staff. Inmates can also receive photographs and video messages.
- **MailGuard®:** Patented Mail Scanning provides inmates with free access to personal mail that is processed off-site daily at our state-of-the-art MailGuard® processing center. Our patented MailGuard® keeps facility staff and inmates safe by eliminating the risk of contraband entering the facility via postal mail and by providing a streamlined, labor-free, automated means to process inmate postal mail. MailGuard® also serves as an invaluable investigative tool; digital mail is database-searchable to allow your staff to gain intelligence and eliminate secret communication.
- **Job Search:** helps inmates return to the job market and move past their criminal record by providing access to the U.S. Department of Labor's CareerOneStop website. CareerOneStop provides resources to help inmates find employers and learn how to talk about their conviction.
- **Requests/Grievance:** inmates can electronically create and submit general requests, medical requests and grievances via our SmartRequest™ platform. The customizable and detailed electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility.
- **Law Library:** provides inmates with complimentary, self-service access to Federal and State statutes and case law, a legal dictionary, and other aids to assist with research pertinent to their case. By eliminating the need to escort inmates through the facility to access legal resources, staff burden is reduced.
- **Commissary:** allows inmates to place orders for commissary items. Integration with the facility's commissary provider is performed by Smart Communications at no cost.
- **PDF Viewer/Documents:** allows inmates to view the inmate handbook, PREA information and other .PDF documents uploaded by authorized facility staff.

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- **Inmate Videos:** allows inmates to access MP4 video files uploaded by authorized facility staff (i.e., video version of inmate handbook, facility orientation video, etc.).
- **Calendar:** inmates can access a system-wide calendar/appointment manager. Authorized users can add appointments and other dates to specific inmates' calendars or to the global calendar for all inmates. **NOTE:** *The calendar can also be interfaced with the County's JMS to allow inmates to access court/release date information. This function is facility/vendor-specific, and some vendors may charge for access to the information.*
- **Trust Account/Debit Purchase Lookups:** inmates can view trust account balances and debit purchases. **NOTE:** *Requires the County's incumbent inmate banking/trust commissary vendor to provide the appropriate data feed.*
- **Calculator, Dictionaries and Clock:** provides inmates with access to a calculator to perform basic math and trigonometric calculations, language dictionaries (English/Spanish) and a clock with local time.
- **Video Relay Service:** Video Relay Service (VRS) and Video Remote Interpreting (VRI) can be provided by Purple Communications on Smart Communications' hardware. Purple Communications' VRS and VRI are FCC-certified solutions for deaf and hard-of-hearing individuals that promotes equal communications access, satisfying the requirements of Title IV of the Americans with Disabilities Act (ADA).

SmartTablet™ devices support all SmartKiosk™ applications, features and functionalities, as well as:

- **Entertainment:** inmates can stream various media, TV shows, movies and games on demand through SmartEntertainment™, with complimentary access to select Ebooks and Internet radio stations.
- **Education and Reentry:** provides inmates with complimentary access to a vast resource of educational, reentry, vocational, life skills, self-improvement and recovery courses and content.

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5.2.2.1.18. The Video Visitation System shall utilize high quality video, H.264 video standard, 64 Kbps- 2 Mbps video transmission speeds, and a wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (176x 144pixels).

RESPONSE: Confirmed.

5.2.2.1.19. The Video Visitation System shall be designed for: up to 30 frames per second of high-quality video at 384+ Kbps, up to 15 frames per second of high-quality video at 64 - 320 Kbps, and constant or variable bit rate and frame rate.

RESPONSE: Confirmed.

5.2.2.1.20. The Video Visitation System shall provide encryptions for all visits.

RESPONSE: Confirmed.

5.2.2.1.21. In-Process Visits shall have a visible countdown timer and a recording notification legibly posted in both English and Spanish

RESPONSE: Confirmed.

5.2.2.1.22. All video visitation station components shall be field- replaceable by facility staff or by the Video Visitation System contractor. All video visitation station components shall be non--proprietary.

RESPONSE: Confirmed.

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5.2.2.1.23. The terminal will be able to access the web-based application and be enabled for touch screen inputs.

RESPONSE: Confirmed..

5.2.2.1.24. The Video Visitation System shall have the option for handset volume control.

RESPONSE: Confirmed.

5.2.2.1.25. All visitation recordings shall be processed and stored at the Sheriff's Office and Probation Department's option and direction: at a remote data center or stored locally within the facility on a separate server environment (will NOT use Sheriff's Office and Probation Department's internal server environment).

RESPONSE: Confirmed. Please refer to our response to #5.2.2.1.8 for details.

5.2.2.1.26. The Video Visitation System shall provide software updates free of charge to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed.

5.2.2.1.27. The Video Visitation System shall be a user-friendly, highly graphical, keyboard and mouse-driven application or better.

RESPONSE: Confirmed. Smart Communications' SmartKiosk™ and SmartTablet™ devices are equipped with interactive and user friendly touch screen displays.

5.2.2.1.28. The Video Visitation System shall be accessible via standard browser to facility users with network access and application privileges.

RESPONSE: Confirmed. The system is only accessible to authorized County personnel via the secure, web-based SmartEcosystem™ Dashboard. Authorized personnel must enter their username and password credentials to log in to the SmartEcosystem™ Dashboard. After logging in, users can perform all system functions relative to their security level setting. For security, accountability and auditing purposes, all user activity, such as page views and database modifications, are logged in detail.

5.2.2.1.29. The Video Visitation System shall be a privilege-based system allowing the assignment of privileges to customizable user's groups and user assignment to specific user groups.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard incorporates managed password control. Smart Communications will provide administrator access to our secure, web-based SmartEcosystem™ Dashboard which allows for the addition/removal of users and the assignment of different user security levels. The system will allow unlimited flexibility, allowing each function in the system to be assigned to a specific username and password for different levels of security clearance.

5.2.2.1.30. The Video Visitation System shall allow the facility to automatically notify a user(s) and/or user group(s) via Email when a visitation station is added, modified and/or taken offline.

RESPONSE: Confirmed.

5.2.2.1.31. The Video Visitation System will interface with the facility's jail management system (JMS) and provide Sheriff's Office-specific and Probation Department- specific information for tracking Incarcerated

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Individuals/Youth and visitor activities and patterns. The Video Visitation System shall track all Incarcerated Individuals/Youth housing unit assignments, movements and Incarcerated Individuals/Youth releases to validate scheduled visitation integrity.

RESPONSE: Confirmed.

5.2.2.1.32. The Video Visitation System shall automatically attempt to reschedule all visits associated with the Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has changed housing locations.

RESPONSE: Confirmed.

5.2.2.1.33. Video Visitation System shall automatically cancel all visits associated with an Incarcerated Individuals/Youth if the Incarcerated Individuals/Youth has been released.

RESPONSE: Confirmed.

5.2.2.1.34. Video Visitation System shall notify visitor(s) via Email and automated phone message if a visitation has been cancelled.

RESPONSE: Confirmed. Public users are notified of pending SmartVisit™ VVS sessions by email or text message. Once scheduled, the user can view visit details at SmartInmate.com. Public users will also be notified by email if there are any cancellations or changes to the visit.

5.2.2.1.35. The Video Visitation System shall allow the Sheriff's Office and Probation Department to require and process pre-screening data to be specified by the facilities, prior to scheduling video visits, to streamline video visits.

RESPONSE: Confirmed. SmartVisit™ VVS features a robust, web-based Visitation Scheduler application. This applicable allows public users to use any PC, smartphone or tablet with an active Internet connection, or a facility lobby kiosk to schedule on-site or remote video visitation sessions. The Visitation Scheduler's intelligent software eliminates the need for staff to be involved in the visitation scheduling process and greatly reduces lobby foot traffic and wait times by employing conflict-checking algorithms to ensure video visitation stations are available at the session times requested.

To schedule a SmartVisit™ VVS session, an individual must create a SmartInmate.com account. During the account creation process, the individual is prompted to provide basic contact information, and create a unique username and password. Additional security features, such as requiring a public user to upload a form of government issued ID and a profile picture for identity confirmation, are also available.

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5.2.2.1.36. The Video Visitation System shall allow the facilities to manage and schedule internet video visitation, on- premises and off-premises video visitation and non- video visitations with shared or separate quotas, stations, visitation center hours, time slots, and scheduling polices.

RESPONSE: The SmartEcosystem™ Dashboard is equipped with a granular “*Schedule*” function. This function allows authorized facility staff to control both the days of the week and times in which on-site, on-demand and remote SmartVisit™ VVS services are available for inmate use.

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In the SmartEcosystem™ Dashboard, authorized facility staff can also review/approve public user visitation requests, schedule a visit on behalf of a public user and access a list of all upcoming visitations.



The SmartEcosystem™ provides staff with complete control over an inmate's ability to log in to a SmartKiosk™ or SmartTablet™ device, and to which service applications they are provided with access. Device and service restrictions may be configured for a specific inmate, group of inmates/housing unit or the entire facility.

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5.2.2.1.37. The Video Visitation System shall allow the facility to manage personal and professional visitations with shared or separate quotas, stations, visitation center hours, time slots, recording and monitoring rules and scheduling and polices.

RESPONSE: Confirmed.

5.2.2.1.38. The Video Visitation System shall allow the facility to create specific personal and non-recorded professional (Attorney) visitation time slots for internet video visits, on-premises and face-to-face visits.

RESPONSE: Confirmed.

5.2.2.1.39. The Video Visitation System shall allow the facility to determine what types of visits (Internet, on- premises or both) are allowed for each housing unit.

RESPONSE: Confirmed.

5.2.2.1.40. The Video Visitation System shall allow the facility to establish and manage approved visitor lists for the entire facility, only selected housing units or only selected Incarcerated Individuals/Youths.

RESPONSE: Confirmed.

5.2.2.1.41. The Video Visitation System shall provide for an Exclusion List and allow the facility to schedule a "no visitations" event with customizable duration for an Incarcerated Individuals/Youth, station, station group, housing unit and/or visitation center.

RESPONSE: Confirmed.

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5.2.2.1.42. The Video Visitation System shall provide authorized Sheriff's Office and Probation Department users the ability to do searches and create reports.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard is equipped with multiple SmartVisit™ VVS administrative and reporting tools. Please refer to **Section 3, #8.2.3.5 Management and Maintenance Reports** for details.

5.2.2.1.43. The Video Visitation System shall allow the facility to establish and automatically enforce different Incarcerated Individuals/Youth and visitor quotas for internet video visits, on-premises video visits and face- to-face visits.

RESPONSE: Confirmed.

5.2.2.1.44. The Video Visitation System shall allow the facility to denote a visitor as being a professional visitor.

RESPONSE: Confirmed. The SmartVisit™ VVS registration and scheduling process allows public users to register their account to receive confidential/privileged video visits. The submitted application will be put in queue until approved by the authorized facility administrator.

5.2.2.1.45. The Video Visitation System shall automatically start each visit at the designated start time.

RESPONSE: Confirmed. After a SmartVisit™ video visitation session has been initiated by the visitor, the system will wait for the inmate to log in to their video visitation terminal or tablet device. The video visitation will commence automatically as soon as both parties are logged in and present without staff intervention.

5.2.2.1.46. Video Visitation System shall allow for real-time visitation monitoring of all video visitations conducted onsite and offsite.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard is equipped with a live video visitation monitoring feature, which allows authorized facility staff to monitor all non-privileged SmartVisit™ sessions in real-time, on-site or remotely from any PC equipped with a common web browser and active Internet connection.

The monitoring system's intuitive interface is composed of three display areas:



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5.2.2.1.47. The Video Visitation System shall provide synchronized digital video and audio recording for all visitation sessions.

RESPONSE: Confirmed. Please refer to our response to **#5.2.2.1.8** for details.

5.2.2.1.48. The Video Visitation System shall automatically attempt to reconnect stations if connectivity is lost.

RESPONSE: Confirmed.

5.2.2.1.49. The Video Visitation System will provide for a Visitation Rules system that allows for configurable rules to be established in order to encourage usage and minimize the number of people in the lobby.

RESPONSE: Confirmed. In addition to many built in features, Smart Communications' SmartVisit™ VVS allows for the configuration of Visitation Rules to encourage usage and minimize the number of people in the lobby.

To encourage usage:

- Free visitations – free on-site visitations for public visitors and free remote visitations for professional visitors are included
- Time extension – authorized users can extend the time of any running visit
- Self-service experience – public users can schedule and initiate visitation sessions without staff intervention
- Inmate-initiated visits – inmates can send a visitation request to a public user via email or text; the visitor has three minutes to initiate the session once the request is sent

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To minimize lobby foot traffic:

- Automatic cut off – sessions are automatically terminated the at the end of the allotted visitation period to ensure schedules are maintained
- Conflict checking – the web-based Visitation Scheduler employs conflict checking algorithms to ensure video visitation stations are available at the session times requested
- Remote visitations – public users can schedule and participate in a visitation session via an internet-enabled PC

Most of these features can be configured by authorized users via the SmartEcosystem™ Dashboard.

5.2.2.1.50. The Video Visitation System will provide the Incarcerated Individuals/Youth with standard information retrieved from the facility's jail management system (i.e., court dates, trust account balances).

RESPONSE: Confirmed.

5.2.2.1.51. The Video Visitation System shall allow the facility to create remote video visitation billing charges.

RESPONSE: Confirmed.

5.2.2.1.52. Video Visitation System must have the ability to differentiate between professional visitors on the approved list and those who aren't on the approved list and non-professional visitors (i.e., allow public defenders and private attorneys on the approved list to have free remote visits, while charging non-professional visitors for remote visits, etc.).

RESPONSE: Confirmed. SmartVisit™ VVS will be configured to allow for no cost remote professional video visitation sessions. Authorized County staff can create or approve a profile for an individual considered a "professional visitor" via the SmartEcosystem™ Dashboard. Once the professional visitor's profile has been established, authorized staff can specify if visitation sessions related to the profile are to be recorded and set a custom visitation time length.

5.2.2.1.53. Video Visitation System shall allow the facility to implement a non-refundable processing fee.

RESPONSE: Confirmed.

5.2.2.1.54. Video Visitation System shall allow the facility to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.

RESPONSE: Confirmed.

5.2.2.1.55. Video Visitation System shall dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.

RESPONSE: Confirmed.

5.2.2.1.56. Video Visitation System shall allow authorized facility staff to override or refund visitation charges

RESPONSE: Confirmed.

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5.2.2.1.57. The equipment, cabling, wiring, and conduit installed at the Sheriff's Office and Probation Department facilities shall remain the sole and exclusive property of the Sheriff's Office and Probation Department. The Sheriff's Office and Probation Department will not be responsible for any damage to the Video Visitation System equipment.

RESPONSE: Acknowledged and agreed.

5.2.2.1.58. Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all Video Visitation System units, hardware, and related service equipment in good working order and in compliance with equipment manufacturer's specifications throughout the term of the contract.

RESPONSE: Acknowledged and agreed.

5.2.2.1.59. Contractor shall provide Customer Service support for video visitation system that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

RESPONSE: Confirmed. Friends and family of inmates who need assistance with the services we provide can contact our Customer Care Center 24/7/365 by calling our toll-free line at 888-843-1972. All calls are answered by a live, U.S.-based representative.

5.2.2.1.60. Contractor shall provide a "live" Help Desk support function to the Sheriff's Office and Probation Department at no cost to the Sheriff's Office and Probation Department during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the Sheriff's Office and Probation Department's personnel for the functions of the Hosted Incarcerated Individuals/Youth Video Visitation System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

RESPONSE: Confirmed. County staff is supported by our Technical Support Center, which can be reached 24/7/365 toll-free at 844-346-0988 or via email at support@smartcommunications.us. All Technical Support staff are highly trained, based in the U.S. and employed directly by Smart Communications (support is not outsourced to a third-party provider).

5.2.2.1.61. Contractor shall describe how it performs standard system testing to ensure that the Video Visitation System and its network services are fully implemented and ready to accept visitation traffic and Sheriff's Office and Probation Department's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the Video Visitation System solution for the Sheriff's Office and Probation Department, as well as what is required of Sheriff's Office and Probation Department's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the Sheriff's Office and Probation Department.

RESPONSE: The following tests are conducted by Smart Communications to ensure our SmartVisit™ VVS and networks are stable, reliable and ready to handle visitation traffic.

- **Unit Testing:** This involves testing individual hardware components and modules in isolation to verify their functionality and is performed immediately after hardware is requisitioned from inventory. Unit testing ensures each component performs as expected and can help identify and fix any potential issues at an early stage.

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- **System Testing:** This phase involves testing the hardware, software and network as an entire system. System testing includes end-to-end scenarios (successful importation of JMS data feed, public user profile creation and registration approval, scheduling, etc.) load testing (under normal and peak load conditions), and stress testing to validate the system's functionality, performance and scalability.
- **Security Testing:** It is crucial to perform rigorous security testing to identify vulnerabilities and ensure the system's protection against potential threats. This includes testing for encryption protocols, access controls, authentication mechanisms, and data privacy measures. Penetration testing and vulnerability assessments are also conducted at this time.
- **Customer Acceptance Testing (CAT):** CAT involves testing the system from the customer's perspective to ensure it meets their requirements and expectations. Facility Project Lead personnel and installation team members participate in CAT to validate the solution's usability, functionality and overall user experience.

County staff involvement to facilitate testing is limited and includes:

- Facility Project Lead's approval of hardware and network installation plan
- Provisioning of security clearance and facility access/security escort for installation team members
- Facility Project Lead's participation in CAT for approval/sign-off of system installation and performance; this test is usually completed within 30 minutes

5.2.2.1.62. Contractor shall be responsible for all maintenance and repairs to the Video Visitation System.

RESPONSE: Acknowledged and agreed.

5.2.2.1.63. Contractor shall provide 24/7/365 support for software and hardware problems and shall comply with response times detailed in Exhibit II - Incarcerated Individuals/Youth Tablets and Video Visitation System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all Video Visitation System problems. This toll-free maintenance/repair telephone number shall be available for reporting Video Visitation System problems twenty-four (24) hours per day, every day of the year.

RESPONSE: Acknowledged and agreed.

5.2.2.1.64. Contractor shall adhere to and comply with the Incarcerated Individuals/Youth Video Visitation System Service Level Agreement in Exhibit II.

RESPONSE: Acknowledged and agreed.

5.2.2.1.65. Contractor shall provide and maintain an inventory of spare parts and spare parts kits at specified Sheriff's Office and Probation Department facilities, readily available for repairs and maintenance of the Video Visitation System. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

RESPONSE: Acknowledged and agreed. We will provide adequate spare parts for repairs and maintenance of the system. As parts are used, additional parts will be replaced to maintain a full inventory at all times.

5.2.2.1.66. The Contractor shall develop procedures and schedules to conduct monthly preventive maintenance on the Video Visitation System and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the preventative

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maintenance performed. The Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the Video Visitation System and all of its components in good working order, including the performance of preventive maintenance.

RESPONSE: Acknowledged and agreed. Monthly preventive maintenance procedures will be performed by the full-time, On-site Certified Technician (OCT) provided by Smart Communications at **no cost** to the County. For additional details, please refer to **"Exhibit B: Service Escalation Matrix and Maintenance Plan."**

5.2.2.1.67. Contractor shall provide onsite training and all end-user training on the Video Visitation System to designated Sheriff's Office and Probation Department's staff at no additional cost to the Sheriff's Office and Probation Department. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training will occur no later than 14 days from the "go-live" date, at no cost to the Sheriff's Office and Probation Department.

RESPONSE: Acknowledged and agreed. All technologies and services provided by Smart Communications include comprehensive initial on-site training at **no cost**. Our on-site training programs are designed to enable County staff to use all features the first day of installation and ensure appropriate County staff has received all necessary training prior to "going live." Training is typically provided in eight-hour sessions with no limit to the number of County personnel that may participate. These sessions are divided into separate course modules designed to focus on the needs of the different SmartEcosystem™ Dashboard permission/access levels: Staff, Staff Administrator, Investigator and System Administrator.

The date(s), location(s) and time(s) for on-site training will be determined during the project's Planning phase (WBS #2.6). The training will be conducted during the project's Execution phase (WBS #3.12) shortly before the hardware/systems are cut-over and turned up. In addition to on-site training, Smart Communications offers remote, web-based training as needed. Both on-site and remote training are available upon request at **no cost** throughout the contract term.

A detailed scope of the training topics covered for each user access level has been provided in response to **Section 3 – Technical Proposal, #8.2.3.3 Training – Post-Implementation and Ongoing.**

5.2.2.1.68. Contractor shall provide training on system upgrades or any component thereof, if any.

RESPONSE: Acknowledged and agreed.

5.2.2.1.69. Contractor shall provide user manuals to the Sheriff's Office and Probation Department.

RESPONSE: As Smart Communications' technologies and services are continuously upgraded and enhanced, user guides provided on static media, such as printed documents or digital files on a thumb drive, quickly become outdated. To ensure new and existing users are provided with the most current information, our web-based SmartEcosystem™ Dashboard features dynamic pop-up definitions on key system terms and functions. The pop-ups include step-by-step instruction to help staff better understand and complete both basic/common and advanced tasks. These pop-up definitions can be printed if desired. If additional assistance is ever needed, Smart Communications' trained, U.S.-based Technical Support Specialists can be reached 24/7/365 toll-free by calling 844-346-0988 or emailing support@smartcommunications.us.

5.2.2.1.70. Contractor must describe its standard system testing to ensure that the proposed Video Visitation System and associated services are fully implemented and ready to accept visitation traffic and

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Sheriff's Office and Probation Department's use. This description must include Contractor and industry standard methodologies, procedures, and protocols.

RESPONSE: Acknowledged and agreed. Please refer to our response to #5.2.2.1.61 for details.

5.2.2.1.71. Contractor shall describe what is required of the Sheriff's Office's and Probation Department's personnel during the system testing. All hardware, software, licensing, etc. required to perform the testing must be provided by Contractor to the Sheriff's Office and Probation Department at no cost. System testing will simulate normal operating conditions and include full traffic load representing high traffic situations for visitation traffic.

RESPONSE: Acknowledged and agreed. Please refer to our response to #5.2.2.1.61 for details.

5.2.2.1.72. Annual Review - Within thirty (30) calendar days following the end of the Agreement year, Contractor Project Manager or Senior Management personnel shall meet with the Sheriff's Office and Probation Department (at their discretion) and provide a comprehensive report of Video Visitation System activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This shall also include a Contract Review for the preceding year.

RESPONSE: Acknowledged and agreed.

5.2.2.1.73. Integration of Video Visitation System - Contractor shall submit detailed plans for the provision of necessary telephone equipment and the new Video Visitation System, while minimizing the impacts to current operations. The new Video Visitation System shall become fully operational upon successful completion of all system testing and acceptance by the Sheriff's Office. System acceptance test criteria is as follows: all Video Visitation System units tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned Sheriff's Office's Project Manager. All Video Visitation System installation plans and schedules will be reviewed and approved by the Sheriff's Office's Project Manager in order to minimize impacts to normal operations.

RESPONSE: Acknowledged and agreed. Smart Communications has extensive experience installing and maintaining inmate communications systems throughout the country. We have developed standard installation, cut-over and turn-up procedures that minimize disruptions and allow the new systems to come online quickly with minimal facility staff involvement.

We utilize a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close.

By coupling this phased approach to project management/ implementation with our experience, Smart Communications anticipates all proposed systems will be installed and fully operational within 45 days of contract execution.

A brief description of each project management/implementation phase, Project Milestones, Risk Mitigation Plans and a complete list of the tasks and sub-tasks associated with each phase are provided in



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response to **Section 3 – Technical Proposal, #8.2.3.2 Project Methodology and Project Management**. Please note that the plan/schedule provided is “preliminary” and can be adjusted if necessary to help achieve the County’s project completion objective.

5.2.2.2. Project Approach and Management - Contractor shall present an overview, which shall be a narrative description, of Contractor's plan for providing the Video Visitation System to the Sheriff's Office and Probation Department. Contractor shall provide in full detail, its understanding and response to the Scope of Work.

5.2.2.2.1. Implementation Plan and Schedule - Contractor shall provide a detailed Implementation Plan and Schedule. The installation shall include a user testing and acceptance provision for the Sheriff's Office and Probation Department. Time is of the essence in providing a fully functional Incarcerated Individual/Youth video visitation system, and Contractor is required to provide a fully functional system tested and accepted by the Sheriff's Office and Probation Department. At the Sheriff's Office's and Probation Department's discretion, any failure or deficiency within the Vendor's control to provide this service within the agreed-upon implementation schedule provided by the Contractor shall incur a penalty until fully functional. Implementation Plan and Schedule shall include the Summary of management/work plan for this Project and Project Schedule with Project Milestone Dates.

RESPONSE: Acknowledged and agreed. A detailed Implementation Plan and Schedule are provided in response to **Section 3 – Technical Proposal, #8.2.3.2 Project Methodology and Project Management**.

5.2.2.2.2. Project Control Document (PCD) - Upon effective date of Agreement, the Contractor shall create and deliver to the County and Probation Department, Project Control Documents (PCDs) consistent with the Scope of Work. The contents of each PCD shall include the following:

- 5.2.6.1.1.1. Introduction**
- 5.2.6.1.1.2. Executive Summary**
- 5.2.6.1.1.3. Project Mission and Objectives**
- 5.2.6.1.1.4. Project Scope**
- 5.2.6.1.1.5. Work Breakdown Structure**
- 5.2.6.1.1.6. Master Project Schedule**
- 5.2.6.1.1.7. Change Control Plan**
- 5.2.6.1.1.8. Project Team**
- 5.2.6.1.1.9. Risk Assessment and Management**

RESPONSE: Acknowledged and agreed.

5.2.6.1.2. Project Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, Project Management certification, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the County and Probation Department's main point of contact during the Video Visitation System installation. Contractor shall provide the names, years of service, educational attainment/degrees, qualifications, addresses and telephone numbers of each member of Contractor's Project Implementation Team, including an Escalation Chart with complete contact information.



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[Redacted]

[Redacted], address, etc.

Please refer to **“Exhibit B: Service Escalation Matrix and Maintenance Plan”** for our escalation chart.

5.2.6.1.3. Post-Implementation Team - Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, address and telephone number(s) for the Contractor's Account Manager, which will be the County and Probation Department's main point of contact during the Contract(s) term.

[Redacted]

[Redacted]

Please refer to **8.2.2.3 Key Personnel's Names and Experience** for further details.

5.2.6.2. Management Reporting

5.2.6.2.1. Project Status Report - Contractor shall submit Project Status Reports during the System Implementation Period separately to the Sheriff's Office and to the Probation Department. The Contractor shall submit such reports to the County and Probation Department Designee on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday, or holiday. The reports shall, at a minimum, state:

- 5.2.6.2.1.1. Period covered by report**
- 5.2.6.2.1.2. Project progress and plans**
- 5.2.6.2.1.3. Issues tracking, including deficiencies**
- 5.2.6.2.1.4. Project schedule, including work scheduled for completion, which was completed, and work scheduled for completion which was not completed**
- 5.2.6.2.1.5. Updates to Project Control Document**
- 5.2.6.2.1.6. Project risks identified through the quality assurance process**
- 5.2.6.2.1.7. Any other information that the County and Probation Department or may reasonably require**

RESPONSE: Acknowledged and agreed.

5.2.6.2.2. Monthly Project Report - The Contractor shall submit Monthly Project Reports pertaining to the operation and maintenance of the Video Visitation System. Monthly reports shall be for the period including the first day of the month through the last day of the month. Post-implementation, Contractor shall be required to submit automated Monthly Management Reports pertaining to the operation and maintenance of the Incarcerated Individual and Youth Telephone System, separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the automated Monthly Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month and are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on Incarcerated Individual and Youth Telephone System for the prior month. The reports shall include, but not be limited to, the following:

- 5.2.6.2.2.1. Incarcerated Individuals/Youth Video Visitation Detail Reports**
- 5.2.6.2.2.2. Revenue Share Reports (on Remote Visits)**

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- 5.2.6.2.2.3. Total Video Visits Completed and Billed Report:** Report shall be in summary format by facility.
- 5.2.6.2.2.4. Any Unauthorized Video Visit Activity Detected Report:** Report shall be in summary format by facility and shall contain any information available to support the subsequent investigation of such activities.
- 5.2.6.2.2.5. System Outages and/or Maintenance Performed Report:** Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date, time and who notified the County and Probation Department.
- 5.2.6.2.2.6. Video Visitation System Inspection and Maintenance Log:** This report shall be submitted to the County and Probation Department on a quarterly basis or as required by the County and Probation Department.
- 5.2.6.2.2.7. Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the County and Probation Department.**

RESPONSE: Acknowledged and agreed.

5.2.6.2.3. Year-End Summary Report - Contractor shall submit Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Contractor's Video Visitation System and separated by Sheriff's Office and Probation Department. Contractor shall submit one (1) soft copy of the Year-End Management Reports via Email to each entity's respective Business Managers. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The Year-End Summary Report is due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the Video Visitation System for the subject Agreement year.

RESPONSE: Acknowledged and agreed.

5.3 Contractor to comply with all Local State and Federal Laws and Regulations

RESPONSE: Acknowledged and agreed.

Section 4 – STATEMENT TO SERVICE ENTIRE COUNTY

Include a statement acknowledging which of the following locations your company can provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far South as the San Louis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

RESPONSE: Smart Communications can provide services to all locations within the County of Monterey.

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Section 5 – ENVIRONMENTALLY FRIENDLY PRACTICES

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to the County's Climate-Friendly Purchasing Policy (Reference: <https://www.co.monterey.ca.us/home/showpublisheddocument?id=22305>)

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

RESPONSE: Though Smart Communications is not a "Green Certified" business, we do utilize environmentally friendly practices, as demonstrated by our MailGuard® Postal Mail Elimination System recycling practices. Non-privileged inmate postal mail is sent directly to our MailGuard® processing center located in Seminole, FL. Upon arrival, our highly trained staff utilizes cutting-edge technology to convert the inmate mail into a high-definition, full-color, digital .PDF file. These digital files are then uploaded to Smart Communications' intelligent MailGuard® platform for facility staff review/approval. After the review/approval, the digital files are automatically delivered to the inmates via the SmartTablet™ or SmartKiosk™ devices available at the facility.

Original copies of processed inmate mail are stored in a dry, climate-controlled environment in our secure processing facility for a standard 30-day storage period. When the storage period expires, these original copies are destroyed via an on-site paper shredding process and then recycled.

In 2022 alone, we recycled approximately 49,862 lbs of paper – almost 25 tons, resulting the in conservation of the following resources:

- 424 Trees*
- 9,474 Gallons of Oil*
- 174,516 Gallons of Water*
- 119,668 Kilowatt Hours of Energy*
- 2,493 Cubic Yards of Landfill Space*

**Estimated figures derived from official U.S. Environmental Protection Agency (EPA) calculations and actual prices from wholesale suppliers of paper, electric, water and landfill companies. For information security purposes, all material is 100% destroyed prior to recycling.*

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Section 6 – PRICING & WARRANTY

OFFER (ATTACHMENT A)

Proposal Highlights

- » ITS \$0.05/minute flat call rate with \$0.01/minute commission on all call types, including interstate and international with \$125,000.00 Minimum Annual Guarantee (MAG)
- » Remote VVS \$0.10/minute flat call rate (no minimum usage requirements) with 50.0% commission
- » Free Attorney/Public Defender Remote VVS sessions
- » Tablet Streaming Entertainment flat rate of \$0.03/minute with 50.0% commission
- » SmartInmate™ Electronic Messaging System with two free messages every week for each incarcerated person (\$46,800.00 annual value)
- » Unlimited free Attorney Messaging/Legal Document delivery with eSignature functionality
- » Free Patented MailGuard® and MailGuardLegal® System services (\$648,000.00 annual value)
- » Free SmartLaw™ Digital Law Library access (\$20,000.00 annual value)
- » Free SmartEd™ and SmartReentry™ educational resources and rehabilitative programs
- » Free SmartRequest™ Digital Request/Grievance/Medical Form System services
- » Free SmartTablet™ devices (1:1 tablet distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices
- » Free Jail Management System (JMS) and Commissary Interfaces with Automated Information Service (AIS)
- » Full-Time, On-site Certified Technician (OCT) (\$75,000.00 annual value)
- » 24/7/365 live, U.S.-based Customer and Technical Support.

NOTE: Annual values based upon an Average Daily Population (ADP) of 900 incarcerated persons. Our initial offer based on our understanding of what was desired by the agency and we are completely open to modify our financial offer to meet the desires of the agency.

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Smart Communications is presenting the Monterey County Sheriff's Office (MCSO) with a comprehensive incarcerated person (IP) communication technology/service package. This package is composed of our turnkey SmartEvo™ ITS, SmartVisit™ VVS, SmartRequest™ Digital Request/Grievance/Medical Form System, and SmartInmate™ Electronic Messaging System, as well as the following value-added technologies, services and benefits at **no cost**:

- SmartEvo™ ITS service with voice biometrics, call transcription and other advanced call management/investigative tools
- Patented MailGuard® Postal Mail Elimination System service (\$324,000.00 annual value)*
- Patented MailGuardLegal® System service (\$324,000.00 annual value)*
- Jail Management System (JMS), Commissary and Related Systems Interfacing with Automated Information Service (AIS)
- All hardware with installation and software upgrades
- Full-time, On-site Certified Technician (OCT) (\$75,000.00 annual value)*
- 24/7/365 live, U.S.-based customer and technical support
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices
- SmartInmate™ Electronic Messaging System service, including two **free** SmartInmate™ messages every week for each IP (\$46,800.00 annual value)*
- **Free** Remote VVS service for attorneys and public defenders
- **Free** unlimited Attorney Messaging with Legal Document delivery and eSignature functionality
- SmartEd™ and SmartReentry™ tablet-based IP educational resources and rehabilitative programs
- SmartLaw™ Digital Law Library (\$20,000.00 annual value)*
- Debit Release Card System

*Based on an IP average daily population (ADP) of 900.

TOTAL VALUE-ADDED TECHNOLOGIES, SERVICES & BENEFITS OVER 5-YEAR CONTRACT TERM

\$3,949,000.00+

To strengthen the County's budget, our offer also includes:

- **\$0.01/minute commission all SmartEvo™ ITS calls with \$125,000.00 Minimum Annual Guarantee (MAG) commission**
- **50.0% commission on total gross SmartVisit™ VVS remote video visitation session revenue**
- **50.0% commission on total gross SmartEntertainment™ revenue**
- **20.0% commission on total gross SmartInmate™ Electronic Messaging System revenue**
- **100.0% commission on total gross SmartEvo™ ITS Inbound Voicemail eXchange (VMX™) revenue provided at a fixed rate of \$1.00/voicemail.**



Additional information about all aspects of our proposal, technologies, services and benefits is provided in greater detail in the sections that follow.

Please note that this is our initial offer based on our understanding of what was desired by the agency, and we are completely open to modifying our financial offer to meet the desires of the agency.

If you have any questions or would like to discuss modifications to our proposed offer, please do not hesitate to contact me directly via email jon.logan@smartcommunications.us or phone 888-253-5178.

Thank you for your consideration and we look forward to working with Monterey County Sheriff's Office.

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Respectfully,



Jon Logan
CEO - Smart Communications

The First, Most Field-Proven and Innovative Inmate Telephone System Available

SmartEvo™ Inmate Telephone System (ITS)

Smart Communications' state-of-the-art SmartEvo™ ITS includes:

Administration and Control |

- Robust call scheduling and control feature set provides automated and manual, granular control over all aspects of telephone availability and access privileges
- Multiple call analysis tools providing standard and customizable reports
- Easy to manage global and personal allowable number lists
- Secure, web-based design provides full on-site and remote access to all administrative controls and tools based on user permission level

Security |

- Voice biometrics
- 3-way calling and hook-switch dialing detection and prevention
- Positive DTMF call acceptance
- 24/7/365 remote network monitoring ensures 99.99% uptime

Recording Storage and Retrieval |

- CDRs, call recordings and systems data are stored on encrypted and redundant storage area networks (SAN) at three separate geographic locations
- All CDR and call recording data remains securely stored and accessible to staff for one year or longer after agreement expiration
- Download a single file or select a set of call recordings to play back, burn/copy to disk or email in .MP3 file format

Call Monitoring and Investigative Tools |

- Unlimited and undetectable live call monitoring
- Hot number/call watch list offering text, phone or email alert notifications
- Call transcription with translation and keyword search capability
- Advanced case management tools to help investigators better track and manage assets for specific incidents or individuals that can be shared securely with external law enforcement agencies
- "Best Known Name and Address" feature queries internal client databases to help locate the address associated with telephone numbers
- SmartLink™ tools allow investigators to check for any links between IPs and public individuals or other IPs using multi-path and multi-relation analysis

Optional Value-Added Features |

- Compatibility/deployment of on-site, visitation telephone hardware
- Interoperable with SmartTablet™ and SmartKiosk™ devices to provide tablet/kiosk-based calling
- Indigent calling feature to configure free call quantity limits to predesignated numbers, including designated call durations and calling windows
- Custom speed dial to agency-defined numbers and/or designated voicemail boxes for IPs to contact PREA, crime tips, public defenders and more
- Seamless Video Relay Service (VRS) and Video Remote Interpreting (VRI) interfacing

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SmartEvo™ ITS Call and Commission Rates	
Call Rate/Minute	Commission Rate
\$0.05	\$0.01/minute
<p>NOTE: ITS rates apply to all call tariff (Local, IntraLATA/Intrastate, InterLATA/InterState, InterState and International) and payment types (Collect, Direct-Billed, Prepaid Collect and IP PIN Debit). ITS rates and commissionable revenue do not include local, state or federal taxes, or any amount Smart Communications collects for payments required by statutory or regulatory programs mandated by governmental agencies, such as the Federal Universal Service Fund or \$0.02/minute cost recovery fee. SmartEvo™ ITS Voicemail Exchange (VMX™) service is available. This service allows public users to leave up to a 60-second voicemail for a charge of \$1.00/voicemail message. The County will receive 100.0% commission on total gross VMX™ revenue.</p>	

True "Self-Service" Video Visitation With Zero Staff Involvement

SmartVisit™ Video Visitation System (VVS)

Smart Communications' SmartVisit™ VVS was introduced in 2015 and remains the most intelligent video visitation platform in corrections. SmartVisit™ utilizes industry exclusive content filtering software and a robust web-based scheduling application that streamlines and automates the visitation process to provide a true "self-service" video visitation experience with zero staff involvement. Our advanced content filtering software eliminates the need for staff to "baby-sit" a visitation session. Only the user's face is shown, blocking out all other content, such as backgrounds, gang signs/hand gestures, nudity and other "virtual contraband."



The secure, web-based SmartEcosystem™ Dashboard provides authorized staff with access to important VVS details, reports and information, including:

- **Welcome/Dashboard:** provides a summary view of the number of visits scheduled each day for the week, units offline, recording space and a message board.
- **Session History Report:** includes visitor/IP name, session date, session start/end times, visitor station location and IP/pod station location.
- **Video Visitation Recordings:** recorded visits are searchable, viewable and downloadable in .MP4 format.
- **User Activity Reports:** details facility staff use of the system, by user.

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Additionally, our SmartVisit™ VVS helps keeps IPs connected with their family and friends by supporting Video on Demand (VOD) which allows IPs to initiate their own remote video visitation sessions on SmartKiosk™ or SmartTablet™ devices with no minimum usage requirements.

	Visitation Type	Rate/Minute	Commission Rate
SmartVisit™ VVS Service and Commission Rates –	Local (On-site)	FREE	N/A
	Remote Attorney or Public Defender		
	Remote (Scheduled)	\$0.10	50.0%
	Remote (Video on Demand)	\$0.10	

**Corrections First and Most Field Proven System
with Unlimited Free Attorney Messaging and Legal
Document Delivery with eSignature Functionality**

SmartInmate™ Electronic Messaging System

Smart Communications' offer includes the provision of our SmartInmate™ Electronic Messaging System service. This highly intelligent system allows IPs to stay in contact with their friends and family via a controlled electronic messaging platform like email. SmartInmate™ has many built-in investigative features; for example, SmartInmate™ can automatically monitor and send instant notifications when messages containing user-defined keywords or names are transmitted, or when IPs being shadowed under investigation send/receive messages or connect with a new public user.



SmartInmate™ also collects data on public users who communicate with inmates at your agency. Such data includes connected IPs, phone numbers, IP-addresses, email addresses, GPS locations and more. SmartInmate™ messages are fully keyword searchable with keywords highlighted in the search results.

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Additionally, SmartInmate™ allows approved contacts to share digital photos with IPs. Prior to delivery to an IP, staff can electronically approve or reject the photo. If “virtual” contraband (nudity, offensive gestures/behaviors, etc.) is detected during the review process, the photo is rejected and is not delivered to the IP. The sender is notified when a digital photo they attempted to share with an IP is rejected. This notification includes the reason why the photo



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was rejected/not delivered. The photo sharing/delivery function of SmartInmate™ allows only approved contacts to share digital photos with IPs. IPs are not able to take or share photos.

	Service Type	Service Rate	Commission Rate
SmartInmate™ Service Rates –	Internal Facility/Staff Text Messages	FREE	N/A
	Attorney Messages with Legal Document delivery and eSignature functionality	FREE	
	SMS text message (up to 100 characters)	\$0.10/message	20.0%
	Text message (up to 30,000 characters)	\$0.50/message	
	Photo Attachment (inbound only)	\$1.00/photo	

**FREE COMMUNICATION...
NO INCARCERATED PERSON LEFT BEHIND.**

Studies have consistently found that incarcerated persons (IPs) who maintain close contact with their family members while incarcerated have better post-release outcomes and lower recidivism rates.

To ensure all IPs can stay connected with their family regardless of their financial situation, Smart Communications will donate two **FREE** SmartInmate™ Messages every week to each IP – \$46,800.00 annual value.

Since 2009, Smart Communications has donated over 40 million free messages.

Completely Eliminate 100% of Drugs and Other Contraband From Entering Your Facility Through Inmate Postal Mail at NO COST

Patented MailGuard® Postal Mail Elimination System

Smart Communications' offer includes our patented MailGuard® Postal Mail Elimination System service to enhance facility safety and efficiency at **no charge** (\$324,000.00 annual value). MailGuard® provides a complete solution to one of corrections' longest running problems and security loopholes –contraband and secret communications entering facilities in IP postal mail. MailGuard® keeps correctional staff and the IP population safer by providing a remote, virtual mailroom that processes and electronically delivers IP postal mail with zero agency staff labor or exposure risk.

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Non-privileged IP postal mail is sent directly to our MailGuard® processing center located in Seminole, FL. Upon arrival, our highly trained staff utilizes cutting-edge technology to convert the IP mail into a high-definition, full-color, digital .PDF file. These digital files are then uploaded to Smart Communications' intelligent MailGuard® platform for facility staff review/approval. After review/approval the digital mail files are automatically delivered to the IPs via SmartTablet™ or SmartKiosk™ devices available at the facility.

In addition to eliminating the risk of contraband entering a facility via mail and providing a streamlined, labor-free, automated means to process IP postal mail, MailGuard® also serves as an invaluable investigative/intelligence gathering tool. Digital mail is database searchable and allows investigative staff to gain intelligence and eliminate secret communication.

Another value-added feature of Smart Communications' MailGuard® System is our [MailGuardTracker.com](https://www.mailguard.com) website. This public website allows mail senders to check the delivery status of their mail by signing up for a free account. Users are assigned a unique MailGuard® Sender ID, enabling them to log in and see if their mail has been received, approved or rejected. Users are also offered optional email or text message notifications to receive status updates and can have their rejected mail returned to them electronically.

All MailGuard® processed mail and SmartInmate™ Electronic Messaging correspondence along with photos received are made available for IPs to download for up to 60 days after their release at **no charge**.

Our offer also includes the provision of our patented MailGuardLegal® Privileged Mail System service at **no charge** (\$324,000.00 annual value). This field-proven system eliminates delivery of illicit substances through privileged legal mail without violating IP confidentiality or privacy rights. The system includes a portable MailGuardLegal® Cart equipped with customized hardware, allowing IPs to open, scan and print their legal mail under the direct supervision of an officer.



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The Easiest to Use, Most Customizable and Detailed Electronic Form Submission Platform Provided at NO COST

SmartRequest™ Digital Request/Grievance/Medical Forms

Smart Communications' proposal includes our SmartRequest™ Digital Request/Grievance/Medical Form System service. As the world's first digital IP request/grievance/medical form system in corrections, SmartRequest™ is also the easiest to use, most customizable and detailed electronic form submission platform available. SmartRequest™ automates the IP form process and helps eliminate paperwork. Electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility. Requests are responded to electronically allowing IPs to get answers quickly; the system can provide automated standard responses and status updates to all involved. The workflow on the SmartRequest™ platform is custom-tailored to department policies and is easy to customize without vendor assistance. Limitations, timers, forwarding, notes, reassignment, escalating, appeals, Jail Management System (JMS) integration, automated reporting (including keyword tracking) and more are all standard features.



Inmate Self-Service Access to Current Legal Resources and Aids Provided at NO COST

SmartLaw™ Digital Law Library

Smart Communications' SmartKiosk™ and SmartTablet™ devices will be configured to provide IPs with self-service access to a digital Law Library at **no charge** (\$20,000.00 annual value). This value-added benefit reduces staff burden by eliminating the need to escort IPs through the facility to access legal resources. The digital Law Library is kept current with real-time updates, meeting the legal needs of IPs. It provides IPs with access to Federal and State statutes and case law, a legal dictionary, a practice manual and other legal aids to assist them with research pertinent to their case. The time an IP spends accessing the Law Library is logged and retained in our system. The retention of this information creates an audit trail to provide proof of access to help reduce and counter legal disputes.



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Jail Management System (JMS), Commissary and Other Related System Interfaces Provided at NO COST

Smart Communications will interface with the County's JMS and host your commissary vendor's menu at **no charge**. These interfaces will allow IPs to order commissary directly through the SmartEvo™ ITS, SmartKiosk™ devices and SmartTablet™ devices. We will also work with the appropriate providers to ensure all required deposit/banking services and hardware is available.



Smart Communications will also provide the County with 24/7/365 Automated Information Service (AIS) interfaces. The AIS provides both IPs and external users with general facility and IP information over the phone automatically, alleviating staff burden.

IPs access the AIS by entering a speed dial number on any designated IP phone. Once connected, IPs can access information regarding charges, court dates, visitation eligibility, bond amount, etc.

External users access the AIS by dialing the facility's main telephone number. Once connected, external users can access information such as facility address and directions, visitation policies, IP charges, IP court dates, IP visitation eligibility, IP bond amount, etc. The AIS also provides external users with the option to set up and fund a personal prepaid account or deposit funds into an IP's PIN debit account.

Time Tested, Correctional Grade Hardware Provided at NO COST

SmartTablet™ and SmartKiosk™ Devices



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Inmate Education and Rehabilitative Programming Provided at NO COST

SmartEd™ and SmartReentry™

SmartEd™ and SmartReentry™ tablet-based IP education platforms will be provided at **no cost** to IPs or the County. SmartEd™ is composed of 20,000 instructional videos and 7,000 practices exercises relating to core educational subjects. SmartReentry™ includes Beyond, Prison, Probation and Parole (BPPP). BPPP is a 10-part interactive reentry video series that helps change the way incarcerated individuals view their path to rehabilitation. The series features inspiring stories told by successful formerly-incarcerated men and women who have overcome the challenges, obstacles and fears associated with transitioning from prison back to society, family and community. This video series empowers instructors and support groups to help participants make the most out of the powerful, inspiring and motivational messages/strategies in each BPPP video.



Smart Communications' SmartEd™ is a highly customizable and expandable platform that can be configured to support more advanced educational, reentry, life skills, self-improvement and recovery courses such as: iPathways, North American Learning Institute (NALI) and the Breaking Free Group. Each of our advanced educational resources require significant amount of bandwidth, network resources, licensing fees and in some cases facility staff resources to deliver and maintain and therefore are typically provided separately.

Smart Communications looks forward to discussing which of these advanced programs can be provided at **no cost** to best complement and/or enhance the County's current educational and rehabilitative program offerings as well as ensure resources are deployed in the most effective and efficient manner possible.

Free eBooks and Low Cost Streaming Movies, TV Series, Games and More

SmartEntertainment™ Streaming Media Platform

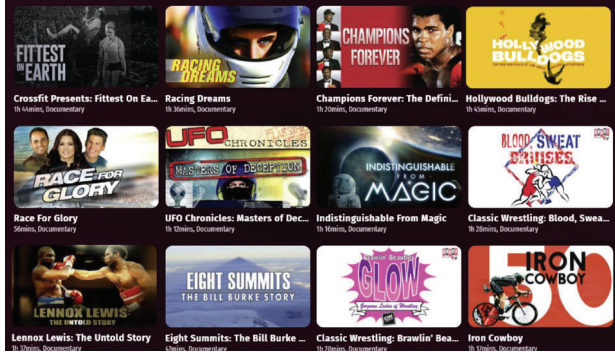
Our SmartEntertainment™ platform, available on SmartTablet™ devices, helps keep IPs occupied while providing the County with the ability to earn additional commissions. SmartEntertainment™ offers a wide variety of streaming media choices, including movies, tv series, select radio stations, audio books and video games. Carrying G or PG-13 ratings only, all content accessible on the SmartEntertainment™ platform is "correctional-friendly." The SmartEcosystem™ Dashboard gives authorized facility staff full control over all content available to IPs.

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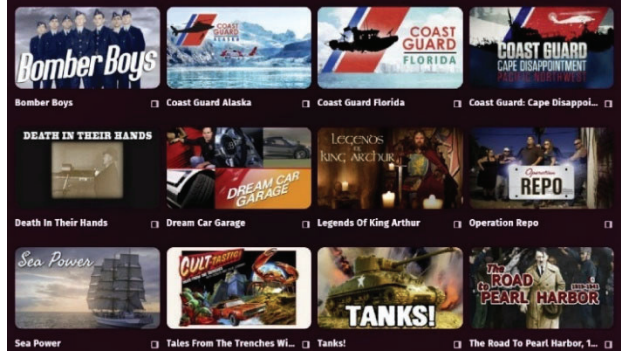
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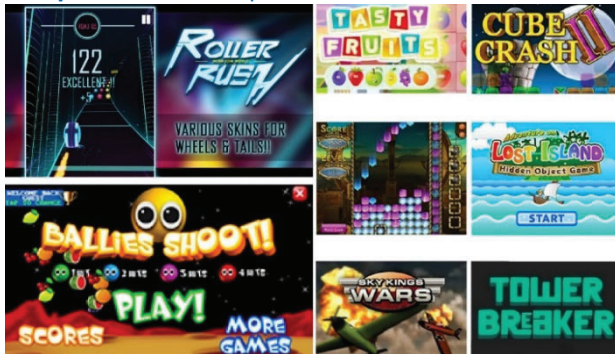
Sample Movie Titles |



Sample TV Series Titles |



Sample Game Titles |



Book Titles |



Free access to over 1,000 popular classical eBook titles from the Project Gutenberg Library, including such titles as "Pride and Prejudice," "The Adventures of Sherlock Holmes," "War and Peace," "The Call of the Wild," and more.

SmartEntertainment™ content is immediately streamed on demand to an IP's tablet – there is no centralized kiosk needed to transfer content. Premium SmartEntertainment™ content is available at an affordable flat per minute rate so IPs don't have to pay a hefty daily, weekly or monthly subscription fee to access content.

SmartEntertainment™ Service and Commission Rates	Media Description	Rate/Minute	Commission Rate
	Standard Content Streaming	FREE	N/A
	Premium Content Streaming	\$0.03	50.0%

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Deposit and Release Payment Services

Smart Communications will also install one lobby and two intake deposit kiosks.

Smart Communications' deposit kiosks are designed to securely collect money from new IPs with minimal officer involvement. The booking kiosks provided will accept credit card, debit card and cash deposits (including coins). The booking kiosks will be interfaced with the appropriate IP Trust Fund accounting system to allow deposited funds to be available immediately for IP commissary purchases. After a deposit has been made, the booking kiosk documents the transaction by taking a picture of the IP and issues two printed receipt copies (one for the IP and the other for the facility).



Smart Communications expanded our service offering to include IP deposit, release card and other banking services through a strategic partnership formed with Rapid Financial Solutions, LLC (RapidFin). RapidFin has 13 years of experience in the correctional market with service deployments at multiple State Department of Corrections facilities, including: Nevada, Alabama, Virginia, Utah, Idaho, Iowa and West Virginia. With total service implementations at over 1,000 correctional institutions nationwide, RapidFin processes over 8,000,000 transactions per month.

Through this partnership, Smart Communications can provide the MCSO with MasterCard® branded PIN-based debit cards for the transferring of remaining account balances to IPs upon release or issue them a check. Our ReleasePay™ IP Debit Release Cards program allows the CCNO to add funds to the debit card after an IP has been released from the facility without requiring the physical card to reload. IPs would have the ability to withdraw funds at:



- Point of sale locations
- Cash back options
- Mastercard® principal banks
- ATMs worldwide

Furthermore, our ReleasePay™ program allows IPs to deposit funds into a bank or PayPal® account.

Our ReleasePay™ IP Debit Release Cards utilize a unique card jacket which provides security by shielding the card number and provides all instructions for an IP to successfully gain access to their money in a manner that best suits their lifestyle.

Immediate Data Access with Unbreached Network Security and Infrastructure

All network infrastructure and connections, hardware and software required to deliver our proposed technologies and services will be furnished, installed and maintained by Smart Communications at **no charge**. These items include, but are not limited to:

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- Secure, independent network infrastructure and hardware with redundant broadband Internet service and uninterruptible power supplies
- IP telephone hardware (wall-mounted, portable/rolling, etc.)
- 24/7/365 U.S.-based customer and technical support
- Two Administration PC Workstationst
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging and SmartKiosk™ devices
- Intake and Lobby Deposit Kiosks
- Full-time On-site Certified Technician (OCT)
- Initial on-site training. *NOTE: Additional on-site or remote training will be provided at the County's request throughout contract at no charge.*

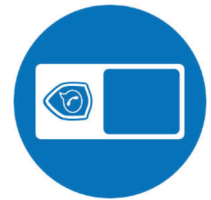
A Whole New Universe of Control, Communication, Intelligence and Possibilities

SmartWatch™ Offender Wearable

By partnering with Smart Communications, the MCSO will be among the first agencies to have the opportunity to utilize our latest innovation – the SmartWatch™.

The SmartWatch™ is the most advanced technology ever introduced to the corrections environment, opening a whole new universe of control, communication, intelligence and possibilities:

- Communication and control
- Live location tracking and monitoring
- Health and wellness monitoring and alerts
- Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring
- Facility alerts, announcements, digital forms



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Communication and Connection - The SmartWatch™ provides total communication and connection to the facility and the outside world, leveraging advanced technology to support offender phone calls, video visitation, telehealth visits, privileged visits, text messaging, email, MailGuard® mail scanning, digital request forms, optional music, movies, media and more.

Tracking and Monitoring Offenders - In addition to connection and communication, the SmartWatch™ provides the most advanced live offender tracking technology in the industry. Far superior to decades of old RFID tracking capabilities. The SmartWatch™ can trace live and historical, exact offender location within inches, track history of movement, see live mapping in real time of all offenders in motion or segregate monitoring to specific offenders. Create patterns, alerts of motion and gathering activities, and more.

Health and Wellness - The SmartWatch™ is an intelligent device that monitors every offender in real time with vital health and wellness data and reporting. Offender body temperature, oxygen level and heart rate are monitored and reported in real time, with a customizable monitoring dashboard to create reports, alerts, emergency alarms, wellness histories and more, allowing agency operators and medical staff to have their finger on the pulse of each offender's physical health in real time, keeping the agency ahead of tragedies before they happen.

Intelligence and Control - The SmartWatch™ opens a new universe of never before possibilities of live and historical intelligence and control of the entire offender environment. With baked-in intelligence controls fully integrated into the SmartEcosystem™ Dashboard, the SmartWatch™ allows administrators and investigators the ability to monitor phone calls, visits, text, emails, as well as shadow offenders in live time with voice biometrics, key word tracking, covert monitoring voice and video capabilities – all at the fingertips of administrators. SmartWatch™ empowers agency intelligence within the offender environment at levels never possible before.

SmartWatch™ is the future and Smart Communications welcomes you to the possibilities.



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**DIFFERENT CULTURE.
DIFFERENT APPROACH.
DIFFERENT OUTCOME.**

8.2.4 Proposal Offer

8.2.4.1 Telephone System and Associated Services: Revenue Share in Cents per Minute

8.2.4.2 Tablet Program and Tablets: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate

8.2.4.3 Video Visitation: Offered Per Minute Rate and corresponding Revenue Share of Offered Per Minute Rate

RESPONSE: SmartEvo™ ITS, SmartVisit™ VVS, SmartInmate™ Electronic Messaging and SmartEntertainment™ service and commission rates are provided in the tables below. Please refer to **Offer (Attachment A)** for complete offer details.

SmartEvo™ ITS Call and Commission Rates	
Call Rate/Minute	Commission Rate
\$0.05	\$0.01/minute
<p><i>NOTE: ITS rates apply to all call tariff (Local, IntraLATA/Intrastate, InterLATA/InterState, InterState and International) and payment types (Collect, Direct-Billed, Prepaid Collect and IP PIN Debit). ITS rates and commissionable revenue do not include local, state or federal taxes, or any amount Smart Communications collects for payments required by statutory or regulatory programs mandated by governmental agencies, such as the Federal Universal Service Fund or \$0.02/minute cost recovery fee. SmartEvo™ ITS Voicemail Exchange (VMX™) service is available. This service allows public users to leave up to a 60-second voicemail for a charge of \$1.00/voicemail message. The County will receive 100.0% commission on total gross VMX™ revenue.</i></p>	

	Visitation Type	Rate/Minute	Commission Rate
SmartVisit™ VVS Service and Commission Rates	Local (On-site)	FREE	N/A
	Remote Attorney or Public Defender		
	Remote (Scheduled)	\$0.10	50.0%
	Remote (Video on Demand)	\$0.10	

	Service Type	Service Rate	Commission Rate
SmartInmate™ Service and Commission Rates	Internal Facility/Staff Text Messages	FREE	N/A
	Attorney Messages with Legal Document delivery and eSignature functionality	FREE	
	SMS text message (up to 100 characters)	\$0.10/message	20.0%
	Text message (up to 30,000 characters)	\$0.50/message	

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	Photo Attachment (inbound only)	\$1.00/photo	
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SmartEntertainment™ Service and Commission Rates	Media Description	Rate/Minute	Commission Rate
	Standard Content Streaming	FREE	N/A
	Premium Content Streaming	\$0.03	50.0%

WARRANTY:

CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

RESPONSE: Confirmed. All proposed inmate communications hardware, software and related equipment comes with a full warranty for the life of the contract; Smart Communications will repair or replace any damaged or faulty hardware at *no cost* to the County.

Section 7 – EXCEPTIONS AND OTHER RESPONSES TO CLAUSES

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION #” (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

RESPONSE: Smart Communications has read, understands and agrees to comply with all applicable terms and conditions set forth in the County’s sample agreement per the link provided in the solicitation (<https://www.co.monterey.ca.us/home/showdocument?id=81980>) without exception.

16.0 AGREEMENT TO TERMS AND CONDITIONS - Contractor’s Proposed Agreement

RESPONSE: Samples of Smart Communications’ standard contract terms and conditions are provided below for the County’s reference and consideration.

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Master Services Agreement

This Master Services Agreement (this "Agreement") is by and between **INSERT CLIENT NAME AND STATE**, hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider."

This Agreement supersedes any and all other agreements made between the Parties, written, oral or otherwise.

Whereas, Customer desires that Provider install an inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement, and;

Whereas, Provider agrees to install the inmate communications system(s) and provide inmate communications and maintenance services according to the to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. **Systems.** This Agreement specifies the general terms and conditions under which Provider will perform certain inmate related services and systems (the "System(s)") for the Customer. Additional terms and conditions with respect to the Systems will be specified in the Schedules entered into by the Parties and attached (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern.
2. **Use of Systems and Exclusivity.** In exchange for Provider installing, providing, and supporting its System and inmate communication services throughout Customer's Facility at no cost to Customer, Customer acknowledges, agrees, and grants to Provider the exclusive right to provide such services in Customer's Facility. Provider shall have the exclusive right to install, maintain, and derive revenue from and through Provider's inmate communication services and Systems including, without limitation, the related hardware and software, located in the Customer Facility as identified on the Schedules. Customer agrees that it will not resell, grant, or provide access to Provider's services or System, directly or indirectly, to any third party unless agreed to by Provider in a separate written agreement. During and subject to the terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing or future inmate communication services available on or provided by a tablet or kiosk system, including but not limited to video and data services (e.g., electronic video visitation, electronic messaging and email, texting, photo delivery, and electronic entertainment) and inmate software applications (e.g., electronic delivery of routine postal mail, electronic medical or general requests, electronic grievances, electronic law library, and electronic education).
3. **Hardware and Software License.** For the term of this Agreement, Provider grants Customer a non-exclusive, non-transferable license to access and use certain proprietary computer software and hardware products and materials in connection with our inmate services and Systems. Provider will provide free of charge all Software upgrades, modifications, and updates. All hardware upgrades, modifications and updates will be done at Provider's sole discretion.

Provider makes no representation or warranty as to the legality of monitoring or archiving such communications and activities.
4. **Ownership.** Smart Communications is and shall remain the owner of the equipment provided by Smart Communications whether or not physically attached to real estate.
5. **License Restrictions.** The Software is to be used solely in connection with Provider's Services by Customer and inmates housed at Customer's Facility in connection with Provider's services and Systems.

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- The Hardware is to be used solely by inmates housed at Customer's Facility to access Provider's services and Systems. Unless and only to the extent that this Agreement expressly permits, Customer must not:
- a. permit any parent, subsidiary, affiliated entity or third party to use the Hardware or Software;
 - b. rent, lease, lend, assign, sublicense, encumber or otherwise transfer or attempt to transfer the Hardware or Software or any portion thereof;
 - c. alter, create derivatives of, or modify the Hardware or Software in any way, or allow a third party to do so;
 - d. connect the Software or Hardware to any third-party products or services that were not approved of in writing by Provider;
 - e. distribute or otherwise make the Hardware or Software or any password, key, or other access code for the Software available to any third party;
 - f. reverse engineer, decompile, or disassemble the Hardware or Software, or allow a third party to do so;
 - g. defeat or work around any access restrictions or encryption in the Software, or allow a third party to do so;
 - h. remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are Provider's or a third party's;
6. **Title.** Provider shall have and retain all rights, title, and interest in the products and services provided to Customer. The Hardware, Software, Systems, networking, and cabling, including all modifications and updates of Software, shall at all times remain the sole and exclusive property of the Provider. Any trade secrets, methodology and processes of our services and Systems constitute proprietary information of Provider, regardless of any part or portion thereof is the subject of a valid copyright or patent. During the term of this agreement and for the time period(s) as stated in the Schedule for Systems, we will provide you access to the records.
7. **Term.** This Agreement shall commence on the effective date and shall continue for a period of **INSERT INITIAL CONTRACT TERM LENGTH** years from the date of system going live. After the original **INSERT INITIAL CONTRACT TERM LENGTH** year term, this Agreement shall automatically renew annually for a one (1) year term unless either Party notifies the other Party with written notice of non-renewal at least ninety (90) days prior to the expiration of the then current term.
8. **Limitation of Liability.** To the maximum extent permitted by applicable law, Provider shall indemnify and hold harmless Customer, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from negligent acts or omissions of the Provider, its agents or sub-contractors. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees. However, nothing contained herein shall constitute a waiver by Customer of its sovereign immunity or other applicable State Statutes. Notwithstanding anything to the contrary in this Agreement or Schedules, neither Party shall have any liability for indirect, incidental, consequential, exemplary or special damages of any kind, including damages arising from lost profits, lost saving, lost income, loss of use or other benefit, lost or corrupted data or software, even if the Parties have been advised of the possibility of such damages and regardless of whether caused or contributed to by the negligence of Provider or others and not withstanding anything to the contrary in this Agreement, in no event will Provider's liabilities under this agreement, whether under contract law, tort law, warranty, or otherwise, exceed the total amount of revenue received by Provider pursuant to this agreement, during the twelve (12) month period before the date the claim arose.
9. **Confidential Information and Non-Disclosure.** The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the party's services

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and know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party (the "Disclosing Party"). As a condition to the receipt of the Confidential Information from the Disclosing Party, the receiving party (the "Receiving Party") shall, at all times during and after the term of this Agreement (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Confidential Information; (ii) not use the Confidential Information in any fashion except to perform its duties hereunder or with the Disclosing Party's express prior written consent; (iii) disclose the Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the Receiving Party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information. The Receiving Party shall cooperate and assist the Disclosing Party in preventing or remedying any such unauthorized use or disclosure. The term "Confidential Information" does not include, and the obligations and undertakings set out in this section do not apply to: (a) Information which now is in the public domain or publicly known at the time of disclosure or hereafter comes into the public domain or generally known through no fault of the Receiving Party, otherwise than by reason of breach of this Agreement; (b) Information the disclosure of which is requested or required by law, regulation, court order or a regulatory agency, provided that, prompt notice of such requested disclosure shall be given to the Disclosing Party, if legally permitted, so that Disclosing Party may seek appropriate remedy to prevent such disclosure or waive compliance with the provisions of this Agreement and the Receiving Party, its directors, officers, employees, agents and advisers shall reasonably co-operate with the Disclosing Party, at the Disclosing Party's sole cost and expense, if the Disclosing Party elects to challenge the validity of such requirement and/or take such steps as the Disclosing Party may reasonably require to avoid or limit such disclosure; (c) Information that was previously known to the Receiving Party free of any obligation of confidentiality; (d) Information that is independently developed by the Receiving Party without reference to or use of the Confidential Information; or (e) Information that is disclosed to the Receiving Party by a third party not under or in violation of, as the case may be, any confidentiality undertaking to the Disclosing Party. Subsections (a) through (e) of this paragraph notwithstanding, the parties agree that the technology behind the Providers Services and Systems is Confidential Information and is a trade secret of Provider.

10. **Default and Termination.** If either party defaults in the performance of any obligation under this agreement, then the non-defaulting Party must give written notice to the defaulting Party specifically describing the nature of default and clearly notifying the defaulting party that the written notice is being provided pursuant to this provision. The defaulting Party shall have thirty (30) days after receipt of notice of default to cure. If it is not reasonable to cure the default within 30 days, then the right to cure period shall be extended to a reasonable cure period as long as the defaulting Party has made good faith attempts to cure the default. Upon termination of this Agreement, Provider shall remove all hardware and software Systems except for the cabling and conduit which shall become the property of the Customer. Provider shall have the right to immediately terminate this Agreement if Customer breaches the Confidentiality or Non-Disclosure provisions of this Agreement.
11. **Insurance.** Provider shall maintain General Liability Insurance including but not limited to bodily injury, property damage and personal injury with limits of not less than \$1,000,000 combined single limit covering all work performed under this contract. Provider shall maintain automobile insurance including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this contract. Provider shall provide Worker's Compensation Insurance, on behalf of all employees who are to

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provide a service under this contract, as required by Florida (LAS), Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident. Customer agrees to furnish to Provider timely written notice of any claim, demand, or cause of action made or brought against Customer or where Provider is listed as a Co-Defendant arising out of or relating to the Systems and Services we provide to you.

12. **Employees.** Provider represents that it has, or will secure at its own expense, all personnel required in performing its obligations under this Agreement. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services. Provider and any subcontractors used in the performance of the responsibilities listed herein must maintain a drug-free workplace policy. Customer acknowledges that Provider is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control or discretion over the manner by which Provider performs hereunder. Provider expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lock/tag out procedures, material safety data sheets and labeling. Provider certifies that neither it nor any subcontractors used to accomplish its obligations hereunder, shall employ unauthorized aliens. Provider certifies that in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, that neither it nor any subcontractors used to accomplish its obligations hereunder discriminate on the basis of race, color, sex, religion, age, national origin or disability in their employment practices.

Miscellaneous

13. **Warranty Against Contingent Fees.** Provider warrants that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Provider for the purpose of securing business.
14. **Subcontracts.** Provider shall be allowed to use subcontractors for the purpose of completing the provisions of this Agreement.
15. **Provider Personnel.** All Provider personnel being permitted to work in the Customer Jail Facility will be subject to a security/background check by the Office of the Sheriff.
16. **Provider Cooperation.** Provider shall, at all times observe and comply with all Federal, State, and local municipal laws, ordinances, rules and regulations in any way affecting the Agreement. The Provider shall maintain regular communications with Customer, or its designees, and shall actively cooperate in all matters pertaining to this Agreement.
17. **Public Information.** Neither the Provider nor the Customer shall publish any findings based on data obtained from the operation of this agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.
18. **Access to Management Information.** Customer shall have access to certain information maintained by Provider which is needed to ensure compliance with the contract terms and conditions.
19. **Permits and Licenses.** All permits and licenses required by Federal, State, local laws, rules, and regulations necessary for the implementation of the work undertaken by the Provider pursuant to the Agreement shall be served and paid for by the Provider. It is the responsibility of the Provider to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

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20. **Third-party Rights.** The rights, obligations and duties contained in this Agreement shall exist exclusively between the Parties. The Parties expressly agree and intend that they alone shall have the exclusive rights to seek legal or equitable enforcement, remedy, injunctive relief or to bring a breach of Agreement action. The Parties do not intend to create, nor shall this Agreement be construed to create in any other individual or entity the status of a third-party beneficiary.
21. **Public Entity Crime.** Provider confirms its understanding that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Provider hereby certifies that neither its officers, directors, executives, partners, employees, members, nor agents who are active in the management of Contractor have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
22. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
23. **Compliance with Laws.** Provider shall comply with all Federal, State and local laws, rules, and regulations applicable to the services or payments for services under this Agreement.
24. **Governing Law.** The parties mutually consent to the jurisdiction of and agree that any litigation arising hereunder shall be brought and completed in Pinellas County, Florida and governed by the laws of the state of Florida.
25. **Attorney Fees.** In the event of litigation concerning this Agreement, the Parties shall each be responsible for their own attorney's fees and costs.
26. **Completeness of Agreement.** This Agreement, together with any additional or supplementary Schedules or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto. This Agreement may be amended or revised only in writing and signed by all the parties.
27. **Force Majeure.** Provider will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of Customer to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.
28. **Assignment.** Provider may assign this Agreement or any interest herein at any time to any parent, successor, or subsidiary with prior written notice to Customer.
29. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
30. **Matters to be Disregarded.** The titles of the several sections, subsections and paragraphs set for in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
31. **Notices.** Any notices, demands, payments or reports required by this Agreement shall be in writing and sufficient if sent by the parties hereto via registered or certified United States mail, postage prepaid, to the notice addresses noted below the Parties signatures on the signature page.
32. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature

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page of any such counterpart, or any teletype or other electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any teletype or other electronic transmission of a signature shall be deemed an original and shall bind the party who made such signature.

33. **Authority.** Customer represents and warrants that it has the authority to enter into this Agreement with Provider, and that the party signing on its behalf likewise has authority to do so.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: INSERT CLIENT NAME AND STATE

Provider: Smart Communications Holding, Inc.

By: _____

By: 

Name: _____

Name: Jon Logan

Title: _____

Title: Chief Executive Officer (CEO)

Date: _____

Date: _____

Email: _____

Email: jon.logan@smartcommunications.us

Notice Address:

Notice of Address:

10491 72nd St.
Seminole, FL 33777

SAMPLE DRAFT

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Schedule of Services Agreement

This Schedule is between **INSERT CLIENT NAME AND STATE**, hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider." This Schedule is part of and governed by the Master Service Agreement, the "Agreement", executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference.

The Customer's Facility Name and address is: **INSERT CLIENT NAME**
INSERT CLIENT ADDRESS
INSERT CLIENT STATE, CITY AND ZIP CODE

Provider and Customer agree to the following terms and conditions in connection with Provider's installation and provision of inmate communication services to Customer's Facility:

SmartKiosk™ and Secure Network

1. The SmartKiosk™ system and its entire supporting infrastructure are provided at no cost to Customer or inmates.
2. Provider will furnish the proprietary SmartKiosk™ on a sufficient ratio based on the Average Daily Population ("ADP"). Customer shall determine which inmates have access to the SmartKiosk™.
3. The SmartKiosk™ is a custom, ruggedized and correctional grade Kiosk of our custom specifications that will connect to our secure network.
4. The SmartKiosk™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.
5. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.
6. We will provide **INSERT QUANTITY** of SmartKiosk™ devices to the facility.
7. Each SmartKiosk™ is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use the Kiosk.

SmartTablet™ and Secure Network

8. The SmartTablet™ system and its entire supporting infrastructure are provided at no cost to Customer or inmates.
9. Provider will furnish the proprietary SmartTablet™ on a **INSERT RATIO** inmate to tablet ratio based on the Average Daily Population ("ADP"). Sufficient reserve tablets shall also be provided. Customer shall determine which inmates have access to the SmartTablet™ devices.
10. The SmartTablet™ is a custom, wireless, ruggedized and correctional grade tablet of our custom specifications that will connect to our secure network.
11. The SmartTablet™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.
12. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

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Distribution and Refurbishment Plan (SmartTablet™ Devices)

13. We will provide a tablet charging station and “home base” within each housing unit within the facility. These home bases will be permanently installed into a housing area (e.g. wall mounted). Each home base provides the necessary connections for charging the tablets, as well as a convenient storage location to ensure all tablets are accounted for during non-usage times.
14. Each tablet is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use a tablet. Individual tablets are not assigned to specific inmates. Any inmate in a given housing unit may use any tablet that is assigned to that housing unit. If a tablet that an inmate is using stops working, they can return it to a deputy for maintenance, and then take a different tablet and sign on and gain full access to their account and content. Provider will provide to the Customer a sufficient number of extra SmartTablet™ devices so that the available number of SmartTablet™ devices will always meet the approved ratio. In the event a tablet stops working, no longer holds a charge, is damaged, or is otherwise in need of service, facility staff can replace the malfunctioning tablet with a new working SmartTablet™. We will provide pickup and delivery of malfunctioning and replacement SmartTablet™ devices at no charge to the Sheriff's Office.

Damage (SmartTablet™ Devices)

15. The tablets provided are ruggedized for use in a correctional setting. They have been drop tested from two stories high to a concrete floor without damage; however, if an inmate is determined, they can be damaged enough to require repair. Should this occur, the facility will be required to fill out a damage report form. We will seek restitution from the inmate with the assistance of your agency. During the term of the contract, should the number of intentionally damaged tablets exceed 10% of the original provided tablet inventory for a given twelve (12) month period, the facility will be responsible for the cost of the new replacement tablets.

Inmate Telephone System

16. Customer grants to Provider the exclusive right to install and maintain Inmate Telephone Services within and throughout Facility, including for any future expansion of telephone service to buildings or locations under control of Facility, during the term of this Agreement.
17. Provider shall establish rates for telephone services as set forth below.

INMATE TELEPHONE SYSTEM PER MINUTE CALL RATES			
Call Type	Collect	Prepaid Collect	Prepaid Debit
Local	TBD	TBD	TBD
IntraState	TBD	TBD	TBD
InterState	TBD	TBD	TBD
International	N/A	TBD	TBD

DEPOSIT FEES	
Deposit Fee Type	Amount Per Deposit
Live Operator	\$5.95
Secure, Online Website	\$3.00
Interactive Voice Response	\$3.00
Lobby Kiosk (if applicable)	\$3.00
Money Order	\$0.00
Certified Check	\$0.00

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Western Union*	\$0.00
<i>*User is accessed fee by Western Union for the use of their service.</i>	

- 18. This Agreement includes all other premises, whether now existing (e.g., if a different vendor has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Customer within Provider's service areas. Customer will advise Provider in writing, of newly opened, acquired, or available premises, promptly, and Provider can evaluate installation of its telephone services at these premises.
- 19. In consideration of the compensation paid to Customer under this Agreement, Customer expressly waives carrier selection rights, where applicable, and Provider expressly reserves the right to select and/or contract for the local, intraLATA and interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Customer locations.

Smart Communications' Responsibilities (Inmate Telephone System)

- 20. Provider's telephone services and system are provided by way of Provider's Smart-EVO™ ITS terminals, which will be installed in quantities and at locations that are mutually agreed upon by both parties.
- 21. Provider shall service and maintain its telephone system and Smart-EVO™ ITS terminals at Provider's expense, except as otherwise agreed upon herein.
- 22. Provider shall comply with the Americans with Disabilities Act (ADA) for all equipment it provides.
- 23. Provider shall provide the Customer an annual review of revenue performance, facility service needs, and expansion requirements and will discuss with the Customer the appropriate action to be taken by Provider at the Customer's request.
- 24. Provider agrees to pay Customer a commission of **INSERT ITS COMMISSION PERCENTAGE RATE** of gross revenues collected from inmate phone system used. Said commission is based upon Customer's grant to Provider exclusivity for the services described herein, including secure two-way messaging, video visitation, and entertainment; jail administrative services, including customized information routing of grievances, medical request forms, etc.; commissary menu and electronic ordering as well as all maintenance to system, including price changes, product drop and add, etc.; and all administrative tools.

Customer's Responsibilities (Inmate Phone System)

- 25. Customer agrees to provide adequate space for installation of Provider's Smart-EVO™ ITS terminals, and easy accessibility for inmate use during the normal operating hours. In the event Customer is not the owner of the premises, Customer shall, where necessary, obtain permission from the building owner or owner's agent for the placement of the ITS terminals, and shall be responsible for any fees for use of required riser cable and electric power.
- 26. Customer agrees to maintain the area around the ITS terminals and ensure safe and ready access by inmates.
- 27. Customer agrees to allow Provider access to perform maintenance during the established hours of accessibility as jointly agreed by the parties, except when access must be denied to ensure the safety of Provider service personnel and/or to maintain institutional control.
- 28. Customer agrees to allow Provider, with prior written approval of Customer, access to and use of house cable and inside wire at no cost, in order to install and provide telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Provider, unless otherwise negotiated with Customer.
- 29. Customer agrees that any relocation, expansion, addition, or removal of ITS hardware, equipment, or terminals, which would result in extraordinary expenses must be agreed to by Provider in advance of the cost being incurred or alternately, the cost be paid by Customer.

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30. Customer agrees to exercise reasonable and ordinary care to prevent the loss through theft or damage to the ITS terminals and equipment from any source.
31. Customer agrees to, at its option, purchase and provide enclosures at its own expense for Telephones. In the event Customer elects to provide its own enclosures, Customer shall be responsible for installation and maintenance of said enclosures.
32. Customer represents and warrants that Provider's ITS system will be installed on property owned by the Customer, or if Customer is not the owner of the premises, Customer has obtained permission from the Facility's owner or owner's agent.

SmartInmate™ Electronic Messaging

33. Provider will provide a fully functional electronic messaging system for the inmates of the Customer's Facility (SmartInmate™). Provider is responsible for providing and installing all of the hardware, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be exclusively entitled to all revenue derived from electronic messaging and photo delivery.
34. Provider will provide at no cost to Customer the labor for the installation of the SmartInmate™ electronic messaging system.
35. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.
36. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the Customer's Facility. These costs do not include the costs of the actual electrical power.
37. Provider will provide each inmate at Customer's Facility with credits for **INSERT QUANTITY** messages per week at no charge, to satisfy the needs of indigent inmates.
38. Customer shall have the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all electronic messages sent through the electronic messaging system for a period of seven (7) years from the time the message is sent.
39. Friends and Family can access the electronic messaging and photo delivery system via the SmartInmate.com website.
40. Electronic Messaging. Each email message is billed at **INSERT RATE**, which corresponds to **INSERT QUANTITY** credits.
41. Photo Delivery Service. Each approved photo is billed at **INSERT RATE**, which corresponds to **INSERT QUANTITY** credits.

Customer's Responsibilities (SmartInmate™ Electronic Messaging)

42. Customer will provide access to the Customer Jail Facilities and space within the Facilities, subject to operational security requirements, for Provider to install, network, and maintain the electronic messaging system. Emergency access to the system will be granted as needed Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice by Provider.
43. Customer will include information regarding the SmartInmate™ messaging system in Facility's Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.
44. Customer will provide information regarding the SmartInmate™ messaging system in at least one location next to the inmate mailing address on Customer's website, with a link to the SmartInmate.com website.

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45. Upon completion of installation and appropriate system testing, Customer will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.
46. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments. Provider will use this listing to ensure that each inmate is authorized to use only those kiosks and tablets appropriate to their housing assignment.
47. Customer will give prompt notice, in writing, to Provider of any trouble or irregularity in the functioning of the electronic messaging system, as a whole.

Patented MailGuard® Postal Mail Elimination System

48. Provider is the exclusive licensee of MailGuard®, the patented postal mail elimination system covered by at least U.S. Patent No. 10,0291,617 and multiple pending patent applications.
49. Provider shall provide its patented MailGuard® Postal Mail Elimination system at no cost to Customer. Provider's MailGuard® service converts regular incoming postal mail into an electronic document that is delivered to the inmate recipient via the SmartTablet™ and/or SmartKiosk™ devices within the Customer's Facility.
50. Provider shall provide all the equipment and support services to operate the MailGuard® system and transmit incoming routine postal mail into an electronic document to be delivered to the inmate on the SmartTablet™ and/or SmartKiosk™ at no cost to Customer.
51. For purposes of this agreement, "routine mail" means all regular incoming correspondence between inmates, family and friends and excludes all legal mail, packages, books, magazines, periodicals and religious mail. All legal mail, packages, books, magazines, or other non-routine inmate mail will still be sent to Customer's Facility for delivery.
52. MailGuard® will only integrate with and transmit incoming routine mail to the SmartTablet™ and/or SmartKiosk™ devices.
53. Provider is responsible for all the future costs associated with any modification, reconfiguration, or upgrade of the MailGuard® system at the Customer Jail Facilities. These costs do not include the costs of the actual electrical power.
54. MailGuard® shall become the Inmates' designated Agent to process and electronically deliver incoming routine inmate mail pursuant to Customer's mail policy which shall promote the intent of this Agreement.
55. Customer will instruct and publish on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system.
56. Provider shall be solely responsible for the cost of maintaining the Post Office Box designated by the Customer for incoming routine mail to be sent.
57. Provider will retrieve incoming routine mail from the designated Post Office Box and process and transmit that mail in an expeditious manner.
58. Provider will shred all processed mail after 30 days unless the Customer requests in writing to Provider that all of a particular inmate's mail must be stored.
59. The MailGuard® public website will allow inmates to log into their account and retrieve electronic copies of their processed incoming routine mail for thirty (30) days from the date of their release from the Customer's Facility.
60. Provider will maintain electronic records for a period of seven (7) years from the date of the inmate's release from the Customer's Facility. During the term of this Agreement and upon request, we will provide Customer with electronic copies of the requested record for the purpose of inspecting, examining, and auditing the Provider's records directly relevant to Customer's Facility.

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61. MailGuard® will provide Customer with the capability of monitoring and reviewing all electronic mail sent through the MailGuard® system, except those messages deemed to be privileged under law between attorney and client.

Customer's Responsibilities (MailGuard®)

62. Customer shall be responsible for informing inmates and inmates' friends and family that all routine correspondence must be sent to the designated MailGuard® Post Office Box. Customer will include information regarding the MailGuard® system in the Inmate Handbook and in all other areas where information regarding the Inmate Mail Policy and Procedures are located.
63. Customer will provide information regarding Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures in at least one location next to the inmate mailing address on the Customer's website and very clearly state that all incoming routine mail MUST be mailed to the MailGuard® designated Post Office Box.
64. Customer will instruct on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system and display information regarding the Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures.
65. Should the Customer receive incoming routine mail instead of the designated Post Office Box, the Customer will be responsible for the delivery of said mail to MailGuard® for processing.
66. Upon completion of installation and appropriate system testing, Customer will allow the MailGuard® system to go live within forty-eight (48) hours' notice of system availability.
67. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments.
68. Customer will give prompt notice, in writing, to MailGuard® of any trouble or irregularity in the functioning of the MailGuard® system.

Patented MailGuardLegal® System

69. Provider will provide, install, and maintain its patented MailGuardLegal® Mail system, which will include a sufficient number of MailGuardLegal® Mail Scanning Carts to handle the volume of legally privileged mail or other mail deemed to be legal mail (the "Legal Mail") to be processed by the Facility.
70. Customer acknowledges and agrees that Legal Mail must be opened in the presence of the inmate. The Legal Mail may be scanned for electronic delivery via Provider's kiosks or tablets, or printed to hard copy for physical delivery to the inmate, in accordance with Provider's patented MailGuardLegal® system.
71. Provider will install and maintain its proprietary software and the additional infrastructure necessary to operate its patented MailGuardLegal® system, at no cost to Customer.
72. The legal mail may be scanned in the presence of the inmate for electronic delivery to the inmate, in accordance with Provider's patented MailGuardLegal® system, or printed to hard copy for physical delivery to the inmate.
73. Customer specifically understands and agrees that the MailGuardLegal® system does not allow for any electronic copies of legal mail to be monitored, reviewed, or investigated.
74. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged communications while using or supervising the inmates' use of Provider's patented MailGuardLegal® Mail system.

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Video Visitation

75. Provider will provide at no cost to Customer a fully functional remote video visitation system for the inmates of Customer's Facility. Provider is responsible for providing all of the kiosks or tablets, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be exclusively entitled to all revenue derived from remote video visitation system.
76. Provider will provide at no cost to Customer the labor for the installation of the video visitation system.
77. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the video visitation system.
78. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the video visitation system at Customer's Facility. These costs do not include the costs of the actual electrical power.
79. Provider will provide Customer with the capability of monitoring the video visitations, except those visitations deemed to be privileged under law between attorney and client. Provider will maintain a record of all parties of the video visitation system for a period of seven (7) years from the time of the visitation.
80. Friends and Family can access and purchase and schedule the video visitation sessions via the Smartjailmail.com website.
81. Remote video visitation will be billed at **INSERT RATE** per minute, subject to change by mutual agreement of the parties.
82. Remote video visitation will be made available to inmates 7 days a week, in keeping with the same hours and time availability of the inmate phone system.

Grievances, General and Medical Requests

83. We shall provide at no cost to the Customer and Inmate electronic general and medical requests as well as well as electronic grievance forms via the SmartTablet™ and/or SmartKiosk™ devices.
84. Our System presents Inmates with a list of available forms, and once a form has been selected and submitted, it is automatically routed to the appropriate person or department for processing.

Law Library

85. Provider shall provide access via the SmartTablet™ and/or SmartKiosk™ devices to a law library at no cost. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aides to assist inmates with researching material appropriate for their case.

Electronic Entertainment and Education

86. Provider shall provide access to electronic entertainment via the SmartTablet™ at a rate of **INSERT RATE** per minute, which corresponds to **INSERT QUANTITY** credit per minute.
87. Provider will provide access to an extensive education platform where a variety of educational material can be made available.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: INSERT CLIENT NAME AND STATE

Provider: Smart Communications Holding, Inc.

By: _____

By: 

Name: _____

Name: Jon Logan

Title: _____

Title: Chief Executive Officer (CEO)

Date: _____

Date: _____

Email: _____

Email: jon.logan@smartcommunications.us

Notice Address:

Notice of Address:

10491 72nd St.
Seminole, FL 33777

SAMPLE DRAFT

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19.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: X Yes No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. When CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

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Section 8 – APPENDIX

CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

Exhibit A: Confidential Client Partner List and Testimonials

IMPORTANT NOTE: *Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify us immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

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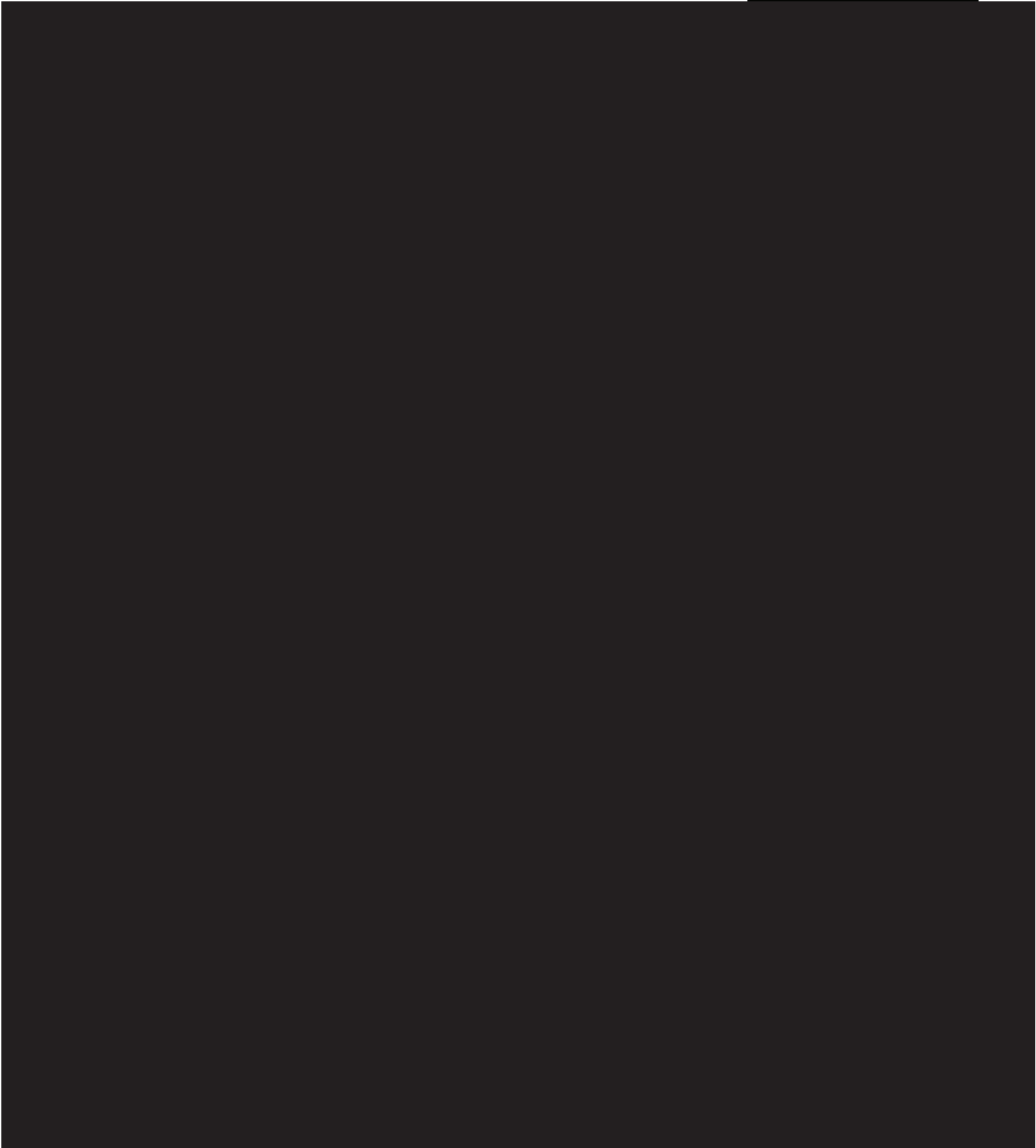
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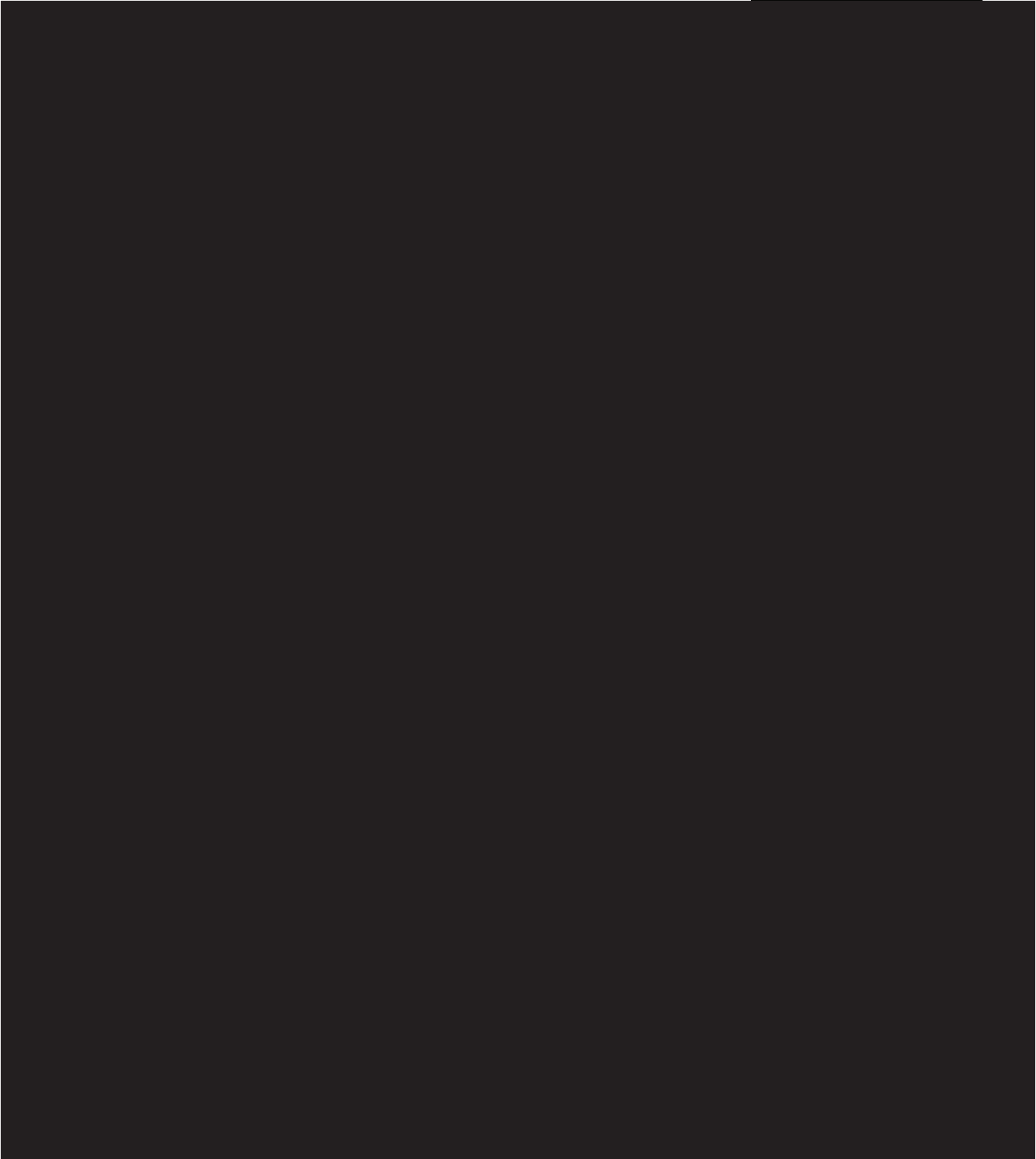
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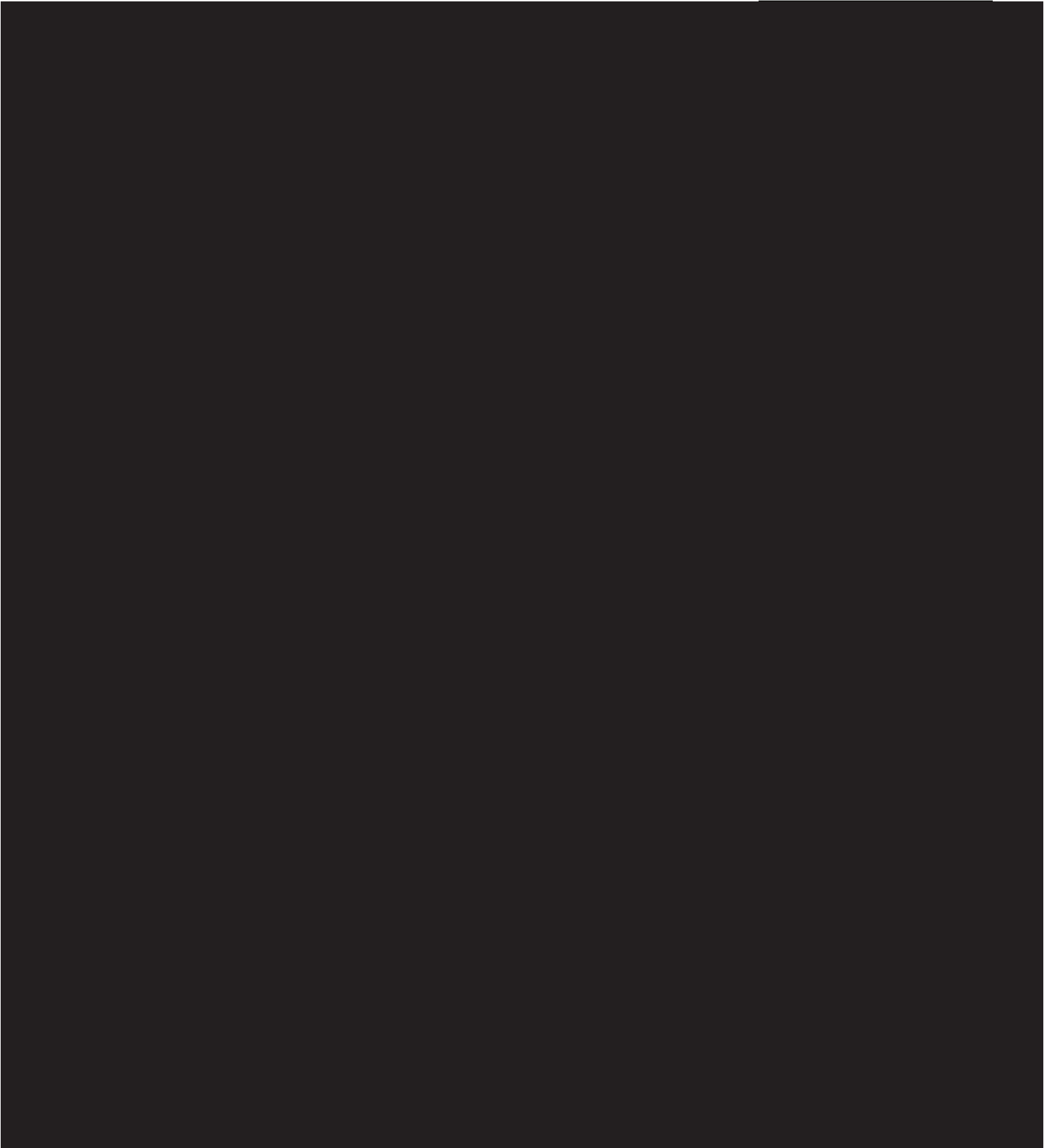
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[Client Partner Testimonials and References](#)



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Exhibit B: Service Escalation Matrix and Maintenance Plan

Smart Communications provides dependable service from initial system design planning and implementation through ongoing maintenance and support. All maintenance, support, training, and repair of our technologies and services will be provided to the County at **no cost**.

Technical and maintenance support services will be provided to the County by in-house Smart Communications staff:

- Account Manager [REDACTED]
- Network Operations Center (NOC)
- Technical Support Center (TSC)

Additional technical and maintenance support services will be provided by our qualified technicians:

- On-site Certified Technician (OCT)
- Field Service Technicians (FSTs)

Account Manager |

Jerome Anderson will serve as the County's Account Manager and primary point of contact. As the Account Manager, Jerome will provide the County with service and support in the following areas:

- Technology and Service Utilization
- Proactive and Reactive Communications
- Staff and Inmate Training Support
- Troubleshooting and Trouble Ticket Assistance

Smart Communications is committed to ensuring our technologies and services continue to meet and exceed the County's expectations. To deliver on this commitment, [REDACTED] will meet with facility staff each quarter to discuss their satisfaction with system performance, and the quality of the support and maintenance provided. During these meetings, [REDACTED] will also provide information regarding any new systems, options and/or features available that will benefit inmates and staff. Jerome may be reached via email [REDACTED] or phone [REDACTED].

Network Operations Center (NOC) |

To ensure 99.99% uptime, Smart Communications' NOC team utilizes an advanced application that monitors the health, security and capacity of the networks, applications and hardware utilized by our technologies and services, 24/7/365. This continuous monitoring allows our network experts to identify, diagnose and resolve potential system and network irregularities/inconsistencies before they become a problem that negatively impacts service. If an irregularity/inconsistency is detected, the monitoring application immediately sends an alert to NOC staff to investigate and address. If it is determined that additional technical support is needed, the NOC will contact the Onsite Certified Technician (OCT). The NOC and OCT work together to further evaluate the issue and work towards resolution. If the issue is unable to be resolved remotely, the TSC will contact the facility and Account Manager to coordinate the dispatch of a Field Service Technician (FST) to the facility.

Technical Support Center (TSC) |

Smart Communications' TSC is located in Seminole, FL. Should a service issue arise, our highly trained, professional TSC staff is available 24/7/365 to assist the County via the following methods:

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Toll-free Phone: 844-346-0988
Email: support@smartcommunications.us
Web Portal: <https://manage.smartjailmail.com>

Smart Communications' TSC uses a ticketing system to manage service requests. When a service request is received, the TSC representative will open a new ticket. Each service request ticket is assigned a priority level (P1, P2, or P3) based on the percentage of the system being adversely affected. The priority level assigned determines the target resolution type, client communications and updates, as well as the escalation path.

SERVICE REQUEST TICKET PRIORITY LEVELS AND ESCALATION PATHS |

Priority Level	Examples/Characteristics	Target Resolution Time	Client Updates	Escalation Path
P1	Loss of critical functionality as determined by: <ul style="list-style-type: none"> • Complete system failure • Complete loss of monitoring or recording functionality • Complete loss of administrative or investigative access or functionality • 50% or more of inmate devices are not working in a specific area/housing unit 	<4 hours	Every Hour	Ticket request is immediately reported to Vice-President of Network Operations
P2	Loss of significant functionality as determined by the <<AccountType>>: <ul style="list-style-type: none"> • Loss of monitoring or recording capabilities at facility (not complete loss) • Data backup failure • 50% or less of inmate devices are not working in a specific area/housing unit 	<8 hours	Every 2 Hours	P2 issues not resolved within 8 hours are reported to the NOC Manager and escalated to P1
P3	Loss of non-significant functionality as determined by the <<AccountType>>: <ul style="list-style-type: none"> • Software fixes not critical to operations • Loss of trouble ticket system 	<24 hours	Every 4 Hours	P3 issues not resolved within 24 hours are reported to the TSC Manager and escalated to P2

Support Tickets Show/Hide all links

Inmates, Friends, Family, and Media Inquiries

If the Inmate, their family, friends, or any other public end-user or media outlet has questions or concerns, please direct them to the support option on our public website at www.SmartJailMail.com.

Internal Facility Support

Phone: 1-844-346-0988 option 3

E-Mail: support@smartco.us

You may also open a ticket directly by submitting a form below. Responses will be sent to your e-mail address at aaron.dexter@smartcommunications.us.

Request Type

Select a Request Type to continue.

Active Support Tickets

Ticket #	Subject	Location	Requested By	Queue	Type	Date Requested	Priority
518175	3N4 Telephone	San Nicolas County Adult Detention Center	2nd Lieutenant, Brian Wilson	Facility	Question	10/28/2021 7:10am	Normal

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TSC representatives take full ownership of the service request ticket they are assigned and will make every effort to resolve the service issue remotely within the designated timeframe and escalate according to priority level. If it is determined that a service request ticket cannot be resolved remotely, the TSC will contact the Onsite Certified Technician (OCT). The TSC and OCT work together to further evaluate the issue and work towards resolution. If the issue is unable to be resolved remotely, the TSC will contact the facility and Account Manager to coordinate the dispatch of a Field Service Technician (FST) to the facility.

TSC representatives will also be responsible for providing client updates regarding the issue resolution status and closing the service ticket once the issue has been resolved.

Onsite Certified Technician (OCT) |

To help ensure we provide the County with the best support and maintenance service possible, a full-time On-site Certified Technician (OCT) will be provided by Smart Communications.

Duties of the OCT include, but are not limited to:

- Provide maintenance on all inmate telephones and related equipment, as needed, and perform preventive maintenance for the SmartEvo™ ITS, SmartVisit™ VVS, and SmartTablet™ and SmartKiosk™ devices
- Maintain all SmartEcosystem™ databases associated with the SmartEvo™ ITS, SmartVisit™ VVS, SmartTablet™ devices; enter all PINs, PANs, blocked numbers and any other new inmate calling information in the ITS
- Manage SmartTablet™ device replacement, as necessary, to maintain the desired inmate-to-tablet distribution ratio
- Receive and resolve all administrative comments and questions, to include the unblocking of specified telephone numbers and designating specified numbers as privileged
- Provide reports and investigative assistance at the County's request, such as the following:
 - SmartEvo™ ITS activity reports, including usage and revenue
 - SmartVisit™ VVS activity reports, including remote and on-site video visitation sessions and remote revenue
 - SmartTablet™ device activity reports, including educational program and entertainment content usage/revenue
 - SmartEvo™ ITS and SmartVisit™ VVS call monitoring
 - Request and service ticket reports
 - Investigation documentation, including CDRs and audio, audio/visual recordings, electronic messages and scanned inmate postal mail

Field Support Technicians (FSTs) |

Smart Communications employs numerous Field Service Technicians (FSTs) throughout the country. Our FSTs have an extensive technical background and are certified to work on all the technologies and services we provide. If additional on-site support is needed to resolve an issue, an FST will be dispatched to the facility. These individuals will be equipped with the appropriate tools and an inventory of system components/replacement parts whenever on-site support or repairs are needed.

System Updates |

Smart Communications is committed to delivering new technology and system improvements to our clients as

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they become available. Smart Communications plans for quarterly releases of major application upgrades, including a major version update once a year. Hot issues or emergency feature requests are incorporated using the same strict development process and are released as system patches. In between scheduled updates, minor system patches are applied as needed to incorporate urgent client feature requests. System patches are also incorporated into the next quarterly release cycle. System patches and upgrades are provided at **no cost**.

All software enhancements and patches for all Smart Communications' components are developed and tested by our in-house software engineering and quality assurance teams. Dedicated and authorized service personnel are permitted remote access to the servers through firewall permissions which only permit access from our corporate network. Software updates are applied and tested. Each update has processes in place to back out and restore a previous version, if necessary. All software is version-controlled and devices report currently running versions back to a central management system.

Immediate SmartTablet™ Replacement |

Smart Communications will provide the facility with a pool of spare SmartTablet™ devices to allow for a damaged or inoperable device to be immediately replaced. Pre-printed shipping labels and boxes will also be provided to return damaged/inoperable devices. Upon receipt of the damaged/inoperable device, we will send a replacement to replenish the spare device pool. Smart Communications will provide additional/replacement tablets to the County at **no cost** and we do not hold the County liable for any SmartTablet™ device that sustains damage.

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Exhibit C: Confidential and Proprietary Information Details

Confidential and proprietary elements of Smart Communications proposal response are identified in the table below. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable California Public Record Act (CPRA) exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any item identified below is the subject of any public record request so that we may respond appropriately.

An electronic copy of our proposal in which all confidential/proprietary has been redacted is provided on the enclosed thumb drive.

Section/Requirement #	Page #(s)	CPRA Exemption Description
8.2.2.3	29-33	Personnel Records, Trade Secrets and Proprietary Information (Client List/References)
8.2.2.6.1	36-41	Trade Secrets and Proprietary Information (Client List/References)
8.2.3.5	56-78	Trade Secrets and Proprietary Information (Systems Administration/Reports)
5.1.2.7	85-86	Trade Secrets and Proprietary Information (Systems Administration/Transcription)
5.1.2.13	88	Trade Secrets and Proprietary Information (Systems Administration/Global Number List)
5.1.4.7	99-100	Trade Secrets and Proprietary Information (Systems Administration/Live Monitoring)
5.1.6.2.1	106-107	Trade Secrets and Proprietary Information (Systems Administration/SmartLink™ Investigator)
5.1.6.2.2	107-109	Trade Secrets and Proprietary Information (Systems Administration/Investigation Tools)
5.1.6.4	112-113	Trade Secrets and Proprietary Information (Systems Administration/Electronic Messaging Investigation and Attorney/Legal Document Delivery Tools)
5.1.12.2.1	119	Personnel Records
5.2.1.2	123-125	Trade Secrets and Proprietary Information (SmartTablet™ Device)
5.2.2.1.8	134	Trade Secrets and Proprietary Information (Systems Administration/VVS Recording)
5.2.2.1.17	138	Trade Secrets and Proprietary Information (SmartTablet™ Device)
5.2.2.1.35	141	Trade Secrets and Proprietary Information (Systems Administration/Visitation Approval)
5.2.2.1.36	142-143	Trade Secrets and Proprietary Information (Systems Administration/Scheduling)
5.2.2.1.46	144-146	Trade Secrets and Proprietary Information (Systems Administration/VVS)
5.2.6.1.2	152-153	Personnel Records

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5.2.6.1.3	153	Personnel Records
Section 6 - Pricing & Warranty	159	Trade Secrets and Proprietary Information (Systems Administration/VVS)
Section 6 - Pricing & Warranty	161-162	Trade Secrets and Proprietary Information (Systems Administration/Electronic Messaging Investigation and Attorney/Legal Document Delivery Tools)
Section 6 - Pricing & Warranty	166-168	Trade Secrets and Proprietary Information (SmartTablet™ and SmartKiosk™ Device specifications)
Section 8 - Appendix/Exhibit A: Confidential Client Partner List and Testimonials	192-208	Trade Secrets and Proprietary Information (Client List and References)
Section 8 - Appendix/Exhibit B: Service Escalation Matrix and Maintenance Plan	209	Personnel Records