



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

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# **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
<b>TOTALS</b>	<b>436,276</b>	<b>3,884,857.79</b>	<b>4,801</b>	<b>37,520.78</b>	<b>532</b>	<b>687.73</b>

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
<b>Attorney Rooms</b>			
* Men's	8	0	8
* Women's	2	0	2
<b>Men's Housing</b>			
* 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
<b>Women's Housing</b>			
* Pods (Q, R, S, T, U, V)	6	18	6
* Holding	1	0	1

## 2.3.1.3 New Jail

<b>New Jail</b>			
	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:

<b>Sheriff's Office (12-months)</b>		
<b>Product</b>	<b>Event Count</b>	<b>Minutes</b>
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:

<b>Probation Department (7-months)</b>		
<b>Product</b>	<b>Event Count</b>	<b>Minutes</b>
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	<b><u>Mandatory</u></b> 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.

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- 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
<b>Telephone &amp; Associated Services</b>	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	
<b>Tablet Program and Tablets</b>	30
1. System Design, Features and Technical Capabilities	
2. Project Management, Methodology and Support, and Training	
3. Offer	
<b>Video Visitation System</b>	30
1. System Design, Features and Technical Capabilities	
2. Project Management, Methodology and Support, Training, Ongoing Support	
<b>TOTAL</b>	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 --*

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**ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE**

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<b>EXHIBIT I</b>
------------------

## 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
<b><i>Maintenance:</i></b>		
Voice Services and Network Access/Transport Services	Availability Call Blockage, Dropped Calls	99.95% .07
Telephones	Operational, working telephones	100%
<b><i>Management Reports:</i></b>		
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
<b>Priority Level One</b>	<b>CRITICAL/SEVERE (Includes but not limited to):</b> <ul style="list-style-type: none"> <li>• 25% or more of telephones in a single Housing unit, Module, Dorm, and/or Pod</li> <li>• Multiple Housing units, Modules, Dorms, and/or Pods are not in operation</li> <li>• Multiple phones are not operational</li> <li>• Intake phones are not operational</li> <li>• 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</li> <li>• 25% or more of calls dropped in a 24-hour period</li> <li>• Entire system failure</li> </ul> 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: <math>\leq 2</math> 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
<b>Priority Level Two</b>	<p><b>MAJOR (Includes but not limited to):</b></p> <ul style="list-style-type: none"> <li>10% to 24% of telephones in a single Housing unit, Module, Dorm, and/or Pod are out of service</li> <li>10% to 24% of calls are dropped in a 24-hour period</li> <li>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</li> </ul> <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>	$\leq 24$ hours	No Credit
		> 24 hours	\$100 per hour that component of Telephone System is deficient
<b>Priority Level Three</b>	<p><b>MINOR (Includes but not limited to):</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>Intermittent dropped calls or &lt;10% of calls are dropped</li> <li>Intermittent poor voice quality on calls or &lt;10% of calls experience poor voice quality</li> </ul> <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>	$\leq 2$ days	No Credit
		> 2 days	\$75 per day that component of Incarcerated Individual and Youth Telephone System is deficient
<b>Priority Level Four</b>	<p><b>COSMETIC (Includes but not limited to):</b></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>	$\leq 10$ 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**

<b>Severity Level</b>	<b>Consecutive Months' Occurrence</b>	<b>Credits</b>
Priority Level One	6	\$900.00
	9	\$1,350.00
	12	\$1,800.00
	>12	\$150.00 per month after 12 <sup>th</sup> 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 <sup>th</sup> 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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<b>EXHIBIT II</b>
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## 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
<b>Maintenance</b> Video Visitation Services and Associated Network Access/Transport Services	<ul style="list-style-type: none"> <li>• Video Quality (No Video Blockage, No Dropped Video Visitation Sessions)</li> <li>• Scheduling Software Availability</li> </ul>	99.95%
Tablets (Not used for Video Visitation)	Operational, working units	100%
Video Visitation Units (Tablets)	Operational, working units	100%
<b>Management Reports</b> 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
<b>Priority Level One</b>	<p><b>CRITICAL/SEVERE (Includes but not limited to):</b></p> <ul style="list-style-type: none"> <li>• Entire system failure</li> <li>• 50% or more of an Agency's Video Visitation System (at any one area) is out of service</li> <li>• 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</li> <li>• 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</li> <li>• 50% or more of Video Visitation sessions are dropped in a 24-hour period</li> <li>• Inventory of Tablets used for both Video Visitation and Non-Video Visitation is depleted</li> </ul> <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)
<b>Priority Level Two</b>	<p><b>MAJOR (Includes but not limited to):</b></p> <ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> </ul> <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 &amp; 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
<b>Priority Level Three</b>	<p><b>MINOR (Includes but not limited to):</b></p> <ul style="list-style-type: none"> <li>• 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</li> <li>• Intermittent dropped Video Visitation sessions or &lt;25% of Video Visitation sessions are dropped and Intermittent poor Video Visitation session quality on sessions or &lt;25% of sessions experience poor visual and audio quality</li> <li>• &lt;25% of a Agency's Video Visitation System is out of service</li> <li>• &lt;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</li> </ul> <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 &amp; 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)
<b>Priority Level Four</b>	<p><b>COSMETIC (Includes but not limited to):</b></p> <ul style="list-style-type: none"> <li>• A Video Visitation unit is damaged but is capable of completing Video Visitation sessions</li> <li>• Video Visitation System enclosure, furniture, hardware, or other equipment is damaged, but VVS is still capable of completing Video Visitation sessions</li> </ul> <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 &amp; 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**

<b>Severity Level</b>	<b>Consecutive Months' Occurrence</b>	<b>Credits</b>
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	
<b>Service Level Category</b>	System Infrastructure and Services Availability
<b>Service Level Objective</b>	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.
<b>Service Level Definition</b>	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
<b>Service Measurement</b>	Availability
<b>Metric Description</b>	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.
<b>Metric Inclusions</b>	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.
<b>Metric Exclusions</b>	<b>Maintenance Period:</b> 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. <b>Planned Special Outages:</b> 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.
<b>Minimum Service Level Commitment</b>	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day)/kiosk
<b>Target (Expected) Service Level Commitment</b>	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
<b>Calculation</b>	Daily % Availability Per Kiosk = $(900 \text{ minutes} - (\text{Downtime or degradation of services in minutes and seconds}) / 900) * 100$  Daily % Availability Per Facility/Location = $\text{Sum of total up time minutes per each kiosk in a facility} / 900 * \text{total number of kiosks in a Facility/Location}$  <b>Sample calculation:</b> 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 <b>Daily Uptime</b> = $[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900) * 100$ $= [(27000 + 8990 + 8055 + 885) / 45000] * 100$ $= [44930/45000] * 100$ $= .9984 * 100 = 99.84\%$
<b>Reports and Reporting Format/s</b>	<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>
<b>Measurement Window</b>	Daily per Kiosk during each Agency's established operational hours (currently 06:00 AM – 21:00 PM daily)
<b>Service Level Reporting Window</b>	Statistics shall be provided each month within five [5] business days after the end of the month measured
<b>#2: NETWORK AVAILABILITY – NETWORK INFRASTRUCTURE AND SERVICES AVAILABILITY</b>	
<b>Service Level Category</b>	Network Infrastructure and Services Availability
<b>Service Level Objective</b>	To ensure that the Contractor managed network infrastructure and services are available for use during scheduled hours of availability.
<b>Service Level Definition</b>	<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><b>Note:</b> Services shall have availability equal to or greater than the Service Level</p>
<b>Service Measurement</b>	Availability
<b>Metric Description</b>	<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>
<b>Metric Inclusions</b>	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.
<b>Metric Exclusions</b>	<p><b>Maintenance Period:</b> 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><b>Planned Special Outages:</b> 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>
<b>Minimum Service Level</b>	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day) per kiosk
<b>Target (Expected) Service Level</b>	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
<b>Calculation</b>	<p>Daily % Availability Per Kiosk = <math>(900 \text{ minutes} - (\text{Downtime or degradation of services in minutes and seconds}) / 900) * 100</math></p> <p>Daily % Availability Per Facility/Location = <math>\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</math></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> $\text{Daily Uptime} = \frac{[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)]}{(50 * 900)} * 100$ $= \frac{[27000 + 8990 + 8055 + 885]}{45000} * 100$ $= \frac{44930}{45000} * 100$ $= .9984 * 100 = 99.84\%$
<b>Reports and Reporting Format/s</b>	<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>
<b>Measurement Window</b>	Daily per Kiosk during Sheriff's Office and Probation Department established operational hours (currently 06:00 AM – 21:00 PM daily)
<b>Service Level Reporting Window</b>	Statistics shall be provided each month within five [5] business days after the end of the month measured
<b>#3: CHANGE MANAGEMENT AND TROUBLE TICKET RESPONSE – RESOLUTION RESPONSE</b>	
<b>Service Level Category</b>	Infrastructure and Systems Change Management; and Problem Management and Resolution Response
<b>Service Level Objective</b>	<ul style="list-style-type: none"> <li>Change Management Service Request Management</li> <li>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.</li> </ul>
<b>Service Level Definition</b>	<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"> <li>Respond to all service calls.</li> <li>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"> <li>Level 1 (Urgent) – 4 Business Hours</li> <li>Level 2 (High) – 8 Business Hours</li> <li>Level 3 (Medium) – 2 business days</li> <li>Level 4 (Low) – 10 business days</li> </ul> </li> <li>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.</li> <li>Track and report closure times for all issues requiring Contractor repair or resolution.</li> <li>The time to complete change requests from request to fulfillment and operability shall not exceed the Service Level</li> <li>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</li> </ul>

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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"> <li>• <b>Level 1</b> – Application or Service is inaccessible (i.e., network is down), Kiosk is down and inaccessible, administrative information is incorrect and preventing service.</li> <li>• <b>Level 2</b> – 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.</li> <li>• <b>Level 3</b> - 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.</li> <li>• <b>Level 4</b> – 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.</li> </ul> <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><b>Note:</b> Services shall have availability equal to or greater than the Service Level</p>
<b>Service Measurement</b>	Percent resolution within Service Level timeframes and timeliness for Change Management.
<b>Metric Description</b>	<ul style="list-style-type: none"> <li>• The percent of problems assigned and resolved by priority within agreed service level Agreements.</li> <li>• 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.</li> </ul>
<b>Metric Inclusions</b>	<ul style="list-style-type: none"> <li>• All reported problem tickets</li> <li>• Agency configurations <ul style="list-style-type: none"> <li>❖ Actions included: <ul style="list-style-type: none"> <li>○ Time required to complete a change request from receipt to operability</li> <li>○ Time required to update the installed rule base or administration/access control list updates</li> <li>○ Time required to perform network diagnostics [to trouble-shoot]</li> <li>○ Time required to perform equipment service</li> <li>○ Time required to implement software updates</li> <li>○ Time required to implement configuration updates</li> </ul> </li> </ul> </li> </ul>
<b>Metric Exclusions</b>	<ul style="list-style-type: none"> <li>• For Trouble Tickets: None</li> <li>• For Change Management: <ul style="list-style-type: none"> <li>❖ Orders for new services requiring purchase of hardware or software</li> <li>❖ Exclusion Time: <ul style="list-style-type: none"> <li>○ None – the time required for change approval and scheduling shall be considered part of the metric measurement and service level time.</li> </ul> </li> </ul> </li> </ul>
<b>Minimum Service Level</b>	<ul style="list-style-type: none"> <li>• Level 1 (Urgent) – 4 business hours</li> <li>• Level 2 (High) – 8 business hours</li> <li>• Level 3 (Medium) – 2 business days</li> <li>• Level 4 (Low) – 10 business days</li> </ul>
<b>Reports and Reporting Format/s</b>	<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
<b>Measurement Window</b>	Monthly
<b>Service Level Reporting Window</b>	Statistics shall be provided each month within five [5] business days after the end of the month measured

CREDITS	
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<b>Credit</b>	<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"> <li>1. Minimum Service Level Commitment not met per Facility/Location for 2 days or less in a Month – WARNING</li> <li>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)</li> <li>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).</li> <li>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)</li> </ol>
<b>Liquidated Damages</b>	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.
<b>Chronic/Systemic</b>	<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
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**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

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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 --



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**SIGNATURE PAGE**

COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION

**RFP # 10881**  
ISSUE DATE: June 1<sup>st</sup>, 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](mailto: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): \_\_\_\_\_