



Request for Proposals
Inmate Communication Services
RFP#JA31623

Siskiyou County Sheriff's Office - Jail
Yreka, California

**Release Date:
March 27, 2023**

**Proposal Due Date:
March 31, 2023**

Refer ALL inquiries to:

Contact Name: Carie Daugherty, Staff Services Analyst

Email: carie.daugherty@siskiyousheriff.org

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1. INTRODUCTION

1.1. Request for Proposal

1.1.1. Siskiyou County Sheriff's Office ("County") invites responses to this Request for Proposal ("RFP") from qualified, experienced Proposers who can provide reliable, cost effective inmate communications service which meets the requirements described in this RFP at the following Facilities:

Facility	Address
Siskiyou County Jail	315 S Oregon Street, Yreka, CA 96097

1.1.2. Details about each Facilities can be found in [Appendix A – Facility Specifications](#). County is seeking an experienced Proposer to provide, install and maintain a turn-key inmate telephone system including the provisions for visitation telephone recording and monitoring at the Facilities. Proposer shall provide telephone services to the inmates utilizing an Inmate Telephone System ("ITS") in accordance with the requirements and provisions set forth in this RFP.

1.1.3. County is seeking providers with a track record of offering low rates and fees to both the inmates and their families. Ideally, call rates and ancillary fees will be in line with recent FCC and California Public Utilities Commission regulations. All respondents will be required to fully outline their rates (local, intrastate, interstate and international), as well as all account funding, management and billing fees.

2. PROPOSAL INSTRUCTIONS, FORMAT, CONTENT AND SUBMISSION

21. Schedule of Events

- 2.1.1. The following is the County’s best estimate of the schedule of events (“Schedule of Events”). County reserves the right to revise the Schedule of Events. Unless otherwise specified, the times provided are Pacific Daylight Time (PDT).
- 2.1.2. Proposals must be received no later than 5:00 p.m. Pacific Daylight Time (PDT) on March 31st, 2023 (“Proposal Due Date”) at the location specified in [Section 2.5 – Questions or Comments](#).

Release of the RFP	3/27/23
Deadline for Site Evaluation Registration Forms - Optional	3/28/23
Site Evaluations - Optional	3/29/23
Deadline for Written Questions from Proposers – Email Only	3/29/23
Answers to Written Questions – Email only	3/30/23
Proposal Due Date	3/31/23

22. General Format

- 2.2.1. Proposer must completely respond to all requests for information and forms contained in this RFP to be considered for award. Brochures and advertisements will be considered an incomplete reply to requests for information. Proposer is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by County may be rejected without notification.
- 2.2.2. Elaborate or lengthy proposals are discouraged. Emphasis should be on completeness and clarity of content. Proposals should provide a straightforward, concise description of Proposer’s ability to satisfy the requirements of this RFP.

23. Submission of Proposal

- 2.3.1. Deliver an email version of the proposal on or before the Proposal Due Date. Proposals must be directed to the RFP contact specified in [Section 2.5 – Questions or Comments](#).
- 2.3.2. The outside of the proposal must be labeled **INMATE TELEPHONE PROPOSAL** and include the RFP number. Proposer is responsible for late deliveries or mail delays. Postmarking by the Proposal Due Date shall not substitute for the actual proposal receipt. Additional time to respond may not be granted to any individual Proposer.
- 2.3.3. Proposals shall include the original RFP language and shall be prepared on standard 8 1/2" x 11" paper with a 12-point font with each page numbered.
- 2.3.4. The proposal must follow the format of this RFP. A complete response to each section and numbered item must be provided. If Proposer is in full compliance with the section or numbered item, Proposer’s response shall be, “Read, agree and will comply.” Otherwise, Proposer’s response shall be, “Read and do not comply” and considered an exception (“Exception”). Exceptions to any section or numbered item must be addressed and listed in an Exceptions addendum to Proposer’s proposal.
- 2.3.5. The original RFP text, as well as any appendices, amendments, addenda or other correspondence related to this RFP may not be manually, electronically or otherwise altered by Proposer. Any Proposers’ proposal containing altered, deleted or additional non-original RFP text may be disqualified.
- 2.3.6. Several sections and numbered items require additional explanation. Provide exhibits and/or visual aids which clearly reference the specific section and numbered item.

- 2.3.7. All information contained in Proposer's proposal must be relevant to a section or numbered item of this RFP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.
- 2.3.8. Failure to follow the instructions in this RFP may, at County's sole discretion, result in the rejection of Proposer's proposal.
- 2.3.9. All costs and expenses relating to the preparation and submission of Proposer's proposal shall be the responsibility of Proposer.
- 2.3.10. Proposer may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. County will not accept any modifications to Proposer's proposal after the Proposal Due Date.
- 2.3.11. Proposer may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date.
- 2.3.12. Proposer is responsible for all errors or omissions contained in its proposal.

24. Site Evaluation

- 2.4.1. County will offer the Proposer the ability to attend the site evaluation on the date and time specified in the Schedule of Events.
- 2.4.2. To attend the site evaluation, Proposer must complete and email [Appendix C - Site Evaluation Registration Form](#) to the RFP contact specified in [Section 2.5 – Questions or Comments](#) on or before the date specified by the Schedule of Events. Each Proposer will be limited to 2 representatives at the site evaluation. Via an email to the RFP contact, and upon receipt of County's confirmation.
- 2.4.3. Oral responses to questions during the site evaluation shall be considered nonbinding to County. Proposer's questions regarding the site evaluation and/or this RFP must be submitted by Proposer in writing as specified in [Section 2.5 – Questions or Comments](#) on or before the date specified in the Schedule of Events.

25. Questions or Comments

- 2.5.1. Proposer must direct all questions and/or comments to the RFP contact listed below. All questions must be submitted via email.
- 2.5.2. County shall deliver the answers to the questions and/or comments received on or before the date specified in the Schedule of Events. Any questions and/or comments submitted by the Proposers after the due date will not be answered by County.
- 2.5.3. Only written communication via email executed by County in the form of an amendment or addendum shall be considered binding.
- 2.5.4. Proposer shall not contact any of County's employees or any employee at the Facilities regarding this RFP during the RFP process. Inappropriate contact by Proposer may result in County's rejection of Proposer's proposal.

2.5.5. RFP contact information:

Siskiyou County Sheriff's Office - Jail
Attention: Carie Daugherty
Phone: 530-842-8173
Email: carie.daugherty@siskiyousheriff.org

26. RFP Specification Changes

- 2.6.1. County reserves the right, at any time, to amend any portion of this RFP in the form of an addendum or amendment.
- 2.6.2. County reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process. County reserves the right to not award an agreement pursuant to this RFP ("Agreement").
- 2.6.3. Proposer's submission of a proposal shall not bestow any rights upon Proposer nor obligate County in any manner.

27. Discrepancy between Proposal and Agreement

- 2.7.1. Discrepancies among the following documents shall be resolved in the following order, with the higher-ranking documents taking precedence over the lower. (Shown higher to lower.)
 - 2.7.1.1. Negotiated Agreement and any amendments or addenda;
 - 2.7.1.2. RFP and any amendments or County addenda;
 - 2.7.1.3. Proposer's final proposal.

28. Confidentiality

- 2.8.1. Proposer proprietary and/or confidential information must be clearly marked and identified as such. If such proprietary and/or confidential information is a trade secret(s), such trade secret(s) will be subject to disclosure as is required by applicable state public disclosure and open records laws. Proposer shall not intentionally mark any portion of its proposal as "proprietary" or "confidential" that it does not have a good faith belief to be proprietary or confidential or in any other way to attempt to prohibit compliance with public record disclosure requirements. Should Proposer's information, which is marked as proprietary or confidential, be requested as part of a public information act request, County may notify Proposer in writing before such information is released as required by the applicable act or law. Proposer agrees, at its expense, to defend and hold harmless County from claims involving infringement of any intellectual property.

29. Acceptance Period

- 2.9.1. Proposer's submission of a proposal indicates Proposer agrees the proposal will remain valid for a minimum of 120 days from the Proposal Due Date ("Acceptance Period"). A proposal requesting less than 120 days may be rejected. Proposer may specify a longer Acceptance Period.
- 2.9.2. If Proposer's Proposal is accepted within the Acceptance Period, Proposer agrees to furnish any or all items or services as negotiated, and under the terms and conditions specified in this RFP, its amendments(s) and/or addenda and Agreement. County shall create an Agreement for execution by County and the awarded Proposer, which shall contain the terms and conditions in this RFP, its amendments and/or addenda, and as negotiated by County and awarded Proposer.

3. PROPOSAL EVALUATION AND SELECTION

3.1. Evaluation Factors

- 3.1.1. Proposals will be evaluated by County's internal evaluation committee ("Evaluation Committee").
- 3.1.2. County expressly reserves the right to accept or reject any or all proposals. County, with cause, may modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of commission offered and other evaluation factors set forth in this RFP, or to award an Agreement to the next most qualified Proposer if the successful Proposer does not provide an Agreement to the County within 30 days after the award of the Agreement.

3.2. Negotiation of Proposal

- 3.2.1. County reserves the right to conduct negotiations from the proposals received or to award an Agreement without negotiations. If such negotiations are conducted, the following conditions shall apply:
 - 3.2.1.1. Negotiations will only be conducted with selected Proposer(s) after the evaluation of proposals.
 - 3.2.1.2. Proposer's proposal may be subject to negotiation and revision. Proposer may be required to submit additional data.
 - 3.2.1.3. Any changes agreed upon during negotiations may become part of the Agreement.
- 3.2.2. If County is unable to come to terms with the selected Proposer, discussions shall be terminated, and negotiations will begin with the next highest scored Proposer.

3.3. Proposal Selection

- 3.3.1. The Proposer with the highest perceived commission offer is not guaranteed award of an Agreement.
- 3.3.2. County reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Proposer's proposal.
- 3.3.3. County reserves the right to review Proposer's Agreements with its sub-contractors to ascertain whether Proposer has the necessary operational systems in place to fulfill the requirements of this RFP.
- 3.3.4. County reserves the right to request clarification from Proposers during the evaluation of proposals. Such clarification is intended to assist County in awarding an Agreement that is most advantageous to County.
- 3.3.5. County reserves the right, in its sole judgment, to accept the proposal which is determined by County to be the best proposal resulting from this RFP, with or without negotiation.
 - 3.3.5.1. The awarded Proposer shall not unduly delay negotiations or execution of an Agreement. Proposer is expected to respond promptly to County's requests.
- 3.3.6. County expressly reserves the right to accept or reject any or all proposals, modifications, or alterations or waive any technicalities or provisions, with or without cause.
- 3.3.7. County reserves the right to award an Agreement to the next highest scored Proposer if the awarded Proposer does not furnish all items and services required in this RFP, its amendment(s) and/or addenda and negotiated Agreement.
- 3.3.8. Proposals that do not meet the requirements set forth in this RFP, its amendment(s) and/or addenda, may be considered non-compliant and may be disqualified. County may reject Proposer's proposal for any of, but not be limited to, the following:
 - 3.3.8.1. Evidence of collusion with or among other Proposers submitting a proposal;
 - 3.3.8.2. Inappropriate contact or discussions as outlined in [Section 2.5 - Questions or Comments](#); or,
 - 3.3.8.3. Incorrect or contradictory information and/or false statements included in Proposer's proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.

3.4. Final Decision

3.4.1. County shall make the final selection of the awarded Proposer. Each Proposer that submitted a proposal will receive written notification of County's final decision.

3.5. Protest of Award

3.5.1. The County strongly suggests not protesting the award. Any objection to County's final decision will be handled according to applicable state and local procurement laws.

4. PROPOSER INFORMATION AND REFERENCES

4.1. Proposer Information

4.1.1. Proposer shall supply the following in its proposal:

4.1.1.1. Documentation that Proposer is registered to do business in the State of California for at least one (1) year prior to responding to bid.

4.1.1.2. Documentation that all necessary requirements of the California Public Utilities Commission (CPUC) and the Federal Communications Commission ("FCC") are met.

4.1.1.2.1. A copy of its telecommunications service tariff for the State of California.

4.1.1.2.1.1. Has your company or any subsidiaries been cited or fined for operating illegally in respects to telecommunications, money transmittal, fees for funding accounts? If so, explain in detail.

4.1.1.3. Proposer's current annual report and its most recent Dun and Bradstreet reports.

4.1.1.3.1. Has your company received any credit downgrades in the past 12 months?

4.1.1.4. If Proposer has operated under a different name, or affiliate, offer services under a subsidiary in the past 3 years, provide names, dates, addresses and state where incorporated.

4.1.1.5. If Proposer is for sale or is considering an acquisition or merger in the next 12 months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations.

4.1.1.6. A synopsis of any litigation(s) within the last 5 years where Proposer or Proposer's ITS is a party. Include venue, style of case and status of litigation.

4.1.1.6.1. The number of customers Proposer has sued and reason for each instance.

4.1.1.6.2. The list of governmental agencies the Proposer has sued and reason for each instance.

4.1.1.6.3. The names of Proposer's employees, consultants, and subcontractors which will be involved in providing the requirements in this RFP and the Agreement.

4.1.1.6.3.1. Proposer expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Proposer agrees that utilization of a subcontractor to provide any of the products/services in this RFP and the Agreement shall in no way relieve Proposer of the responsibility for providing the products/services as described and set forth herein.

4.1.1.6.3.2. Proposer shall disclose, with percentages clearly shown, what work for the Facilities will be subcontracted and what work will be performed by Proposer employees.

4.1.1.7. The name, years of service, qualifications, addresses and telephone number(s) for the Proposer's main point(s) of contact for the Facilities.

4.1.1.8. The names, addresses, telephone numbers and distance from Facilities for the technicians who will be maintaining, servicing and performing work under the Agreement.

- 4.1.1.8.1. The number of technicians directly employed by Proposer as well as those which will be subcontracted for service at the Facilities.
- 4.1.1.8.2. Indicate the manufacturer which will provide the spare equipment and replacement parts for the proposed ITS and its components.

4.2. Additional Requirements and Specifications

- 4.2.1. Proposer and all subsidiaries shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, County, County, or municipal government.
- 4.2.2. Proposer shall detail its Disaster Recovery Plan (“DRP”) and provide its processes, policies and procedures relating to the preparation for recovery of the requirements in this RFP preceding and/or following a natural or human-induced disaster.

4.3. Proposer References

- 4.3.1. Provide a list of agreements not renewed, lost or prematurely cancelled in the last 5 years.
 - 4.3.1.1. If applicable, include the reason for non-renewal and/or cancellation(s) of the agreement(s). A response indicating this information is confidential and/or proprietary will be considered an Exception.
- 4.3.2. Provide 3 client references for facilities where Proposer provides the equipment and services comparable to the requirements in this RFP. The references provided must be currently under contract with Proposer and have been operating under that contract for at least 6 months. The references may be contacted at any time during the RFP process. Proposer shall ensure updated references and accurate contact information is provided.
 - 4.3.2.1. Provide the following information for each reference: facility name, facility address, contact name, contact title, telephone number and email address, average daily population (“ADP”), agreement effective date and number of inmate telephones.

4.4. Customer Service

- 4.4.1. Provide the following information regarding Proposer’s processes for handling end-user/customer service matters:
 - 4.4.1.1. Describe procedure(s) for handling end-user complaints.
 - 4.4.1.1.1. Indicate whether Proposer’s customer service center defaults to an Interactive Voice Response (“IVR”) or a live customer service representative.
 - 4.4.1.1.2. If applicable, supply the hours of availability for a live customer service representative.
 - 4.4.1.1.3. Indicate the average on-hold time to reach a live representative.
 - 4.4.1.1.4. Indicate city and country where your customer service call center is located.
 - 4.4.1.1.5. Indicate the standard hours of operation for Proposer’s call center.
 - 4.4.1.2. Describe procedure(s) for handling refund requests and the timeframe for completing such requests.
 - 4.4.1.3. Provide a copy of your most recent Better Business Bureau report with your company name and rating.

5. GENERAL INFORMATION

5.1. Billing

- 5.1.1. Specify any billing recovery fees or other charges added on collect calls.
- 5.1.2. Specify how taxes are applied to the total cost of a collect call in preparation for billing.
- 5.1.3. **Proposer shall not implement any additional fees (including those from third parties) to be charged to the end user's bills or accounts (e.g. monthly billing fee, administrative fees, cost recovery fee, carrier recovery fees, funding fees, Western Union/MoneyGram commissions, etc.) other than those listed in this RFP. Any fees charged not disclosed in this response will be grounds for contract termination.**
- 5.1.4. Single Payment calls, if offered, shall not include any 'transaction fee' and shall be billed at the same per-minute rate as is available for prepaid collect or debit calls. **Commission on any such Single Payment calls shall be applied in the same manner as all other calls.**
 - 5.1.4.1. Rates, ancillary fees and third-party billed products must comply with any current or pending FCC and/or California Public Utilities Commission ruling, see: [**Appendix B – Calling Rates and Commissions.**](#)
- 5.1.5. Check which of the following all of the types of payment options available to end-users:
 - 5.1.5.1. All major Credit and Debit Cards: _____
 - 5.1.5.2. Money orders and personal checks: _____
 - 5.1.5.3. International collect calling to Mexico for ICE detainees: _____
 - 5.1.5.4. International Collect Calling to Canada for ICE detainees: _____
- 5.1.6. Describe Proposer's direct bill option.
- 5.1.7. Minimum deposits for prepaid collect accounts shall not be enforced and maximum deposit will not be less than \$100.
 - 5.1.7.1. Specify how many phone numbers a customer can have under a single prepaid collect account: _____
 - 5.1.7.2. **Prepaid Collect account holders shall not incur additional costs in order to add additional Destination Numbers to their existing Prepaid Collect accounts.**
 - 5.1.7.3. Specify whether or not Proposer adds additional credit card processing fees on top of the FCC-approved Transaction Fee of \$3.00 for online or IVR deposits.

5.2. Proposer Retention of Account Information

- 5.2.1. For the purpose of aiding in investigations, Proposer must retain information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of 3 years after the expiration/termination of the Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.

6. GENERAL CONDITIONS

6.1. Scope

- 6.1.1. County requires a turnkey inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid cards, paperless debit interface with the commissary provider, international collect calling to Mexico, free calling to specific services and free visitation phones (for onsite visitation). Proposer shall install and operate inmate and visitation telephones and related equipment. Proposer shall, without cost to County, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid cards, debit and free calls as well as visitation sessions from the Facilities.
- 6.1.2. Proposer shall supply details of Proposer's proposed ITS which shall include, but not be limited to: system version (if Proposer uses multiple ITS versions and/or releases), system design (centralized vs. premise-based), technical specifications, software applications, hardware architecture and networking capabilities.

6.1.2.1. Include a description, as well as visual aids, of the inmate and visitation telephone sets, TDD units and cart/portable sets proposed for installation at the Facilities.

6.2. Agreement Length

6.2.1. County intends to award a 3-year Agreement (“Initial Term”) with the option to renew. Renewal or cancellation discussions from the County are intended to occur 6 months prior to end of the contract term. All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal terms.

6.3. Compensation and Reporting

6.3.1. Proposer shall pay commission on all Gross Call Revenue generated by and through the proposed ITS. Gross Call Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Proposer that are in any way connected to the provision of service pursuant to this RFP and Agreement. Gross Revenue includes, by way of example and not limitation, all the following: all per-call surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, text collect, single-payment, debit, and pre-paid local, INTRAlata/INTRAsate, INTRAlata/INTERstate, INTERlata/INTRAsate, INTERlata/INTERstate and International calls), additional fees and/or charges added to the total cost of a call or added to the called party’s bill or any other compensation received by Proposer.

6.3.2. Proposer shall pay commission on total Gross Call Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Proposer expense.

6.3.3. Proposer shall not implement any additional fees to be added to the called party’s bill or paid by the calling or called party (with the exception of those associated with establishing/funding of pre-paid collect accounts) for inmate telephone calls from the Facilities. All fees must comply with the California Public Utilities Commission (CPUC) or the Federal Communications Commission (FCC) regulations and be approved by County prior to implementation. County and Proposer shall mutually agree on the method for compensation associated with the additional charges/fees due to County.

6.3.4. Any charges/fees added to the called party’s bill not in compliance with the California Public Utilities Commission (CPUC) or the Federal Communications Commission (FCC) regulations, and implemented without the express written consent of County, shall receive a notice of contract default.

6.3.4.1. County shall notify Proposer of any unapproved additional fees and/or charges of which County becomes aware of and shall provide Proposer with notice of default.

6.3.4.2. Should County and Proposer mutually agree that the charges/fees will remain, County and Proposer shall mutually agree on a method for compensation.

6.3.4.3. Should County and Proposer mutually agree that the charges/fees are to be discontinued, Proposer shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.

6.3.5. Notwithstanding the foregoing, Gross Revenue does not include:

6.3.5.1. Pre-Paid Collect fees. Pre-paid Collect fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with Proposer to accept calls.

6.3.5.2. Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency. Commissions are

not considered a required regulatory fee.

- 6.3.6. A “Free” call shall be defined as a call not generating any revenue or compensation for Proposer. Calls to telephone numbers that appear on the free call list supplied by County shall not generate revenue or compensation for Proposer and shall not be commissionable to County. Only those numbers designated by County on the free call list shall be marked as “Free” in the ITS and designated as such in the call detail records. In the event Proposer receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to County. County reserves the right to enter a free number in the ITS as deemed appropriate by County and without the assistance of Proposer.
- 6.3.7. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, IVR, etc. as passive acceptance). The call shall be deemed complete and commissionable regardless if Proposer can bill or collect revenue on the call.
- 6.3.8. Proposer agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. This includes all taxes as applicable for collect, debit, pre-paid and any other calls or services provided.
 - 6.3.8.1. Proposer may, upon request from County, utilize the onsite commissary provider to distribute and charge for debit calling, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for these debit transactions, Proposer is solely responsible for obtaining a resale certificate from the commissary provider. Proposer is responsible for obtaining all proper documentation from the commissary provider. Proposer's agreement with the commissary provider must address the requirements set forth in this section.
 - 6.3.8.2. Proposer will absorb all costs to interface with onsite commissary provider. Proposer may ask for assistance from County to help negotiate the cost to interface with onsite commissary provider if such costs to interface are considered excessive.
- 6.3.9. It is expressly understood that County is not responsible in any way, manner or form for any of Proposer's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, regulatory and state compliance violations, tariffs or other costs related to Proposer's services.
- 6.3.10. Commission for debit calls shall be based upon total Gross Call Revenues (as defined above) generated from debit call purchase or usage and is payable under Section 6.5 – Payment and Reporting.
 - 6.3.10.1. On the 5th day of the month following the month of traffic, Proposer shall submit a monthly invoice and corresponding debit purchase or usage report to County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.

6.4. Rate Requirements

- 6.4.1. Proposer must agree to provide the required calling rates specified in [Appendix B – Calling Rates and Commissions](#) and must be in compliance with state and federal laws and applicable regulations, including rates, single-payment products and all ancillary fee and transaction fee caps.
- 6.4.2. Before any new calling rate increases or decreases are implemented, including regulatory agency required changes, Proposer must submit a written request to receive approval from County. County will respond in writing to Proposer’s request.
 - 6.4.2.1. If Proposer decreases the calling rates without the written approval of County, Proposer shall be

responsible for paying commissions on the Gross Call Revenue calculated by applying the calling rates prior to the unapproved change.

6.4.2.2. If Proposer increases the calling rates without the express written approval of County, Proposer shall be responsible for paying commission on the Gross Call Revenue calculated by applying the increased rates. Proposer must also issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of commission paid to Proposer for unapproved rate increases. If Proposer is unable to issue refunds and/or provide the required documentation, Proposer shall issue a payment to County as concession. The payment amount shall be in the amount of Proposer's portion of the Gross Call Revenue generated from the overbilled calls.

6.4.3. Proposer will implement any rate adjustments requested by County within 10 calendar days of said request, subject to regulatory approval.

6.5. Payment and Reporting

6.5.1. Proposer shall provide monthly commission payments and traffic detail reports to County on or before the 25th day of the month following the traffic month. County requests commission payments are sent via Check or ACH. County requires the traffic detail reports must be available via web-based reporting that is updated on a real-time basis and can be run in an exportable format.

6.5.2. Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid, international collect, debit calls, free calls and incomplete calls down to the inmate level and for each inmate telephone at the Facilities:

6.5.2.1. Local Call, Minutes, Gross Call Revenue and Commission

6.5.2.2. INTRAlata/INTRAstaTe Call, Minutes, Gross Call Revenue and Commission

6.5.2.3. INTERAlata/INTERAstaTe Calls, Minutes, Gross Call Revenue and Commission

6.5.2.4. INTRAlata/INTERstaTe Calls, Minutes, Gross Call Revenue and Commission

6.5.2.5. INTERAlata/INTERstaTe Calls, Minutes, Gross Call Revenue and Commission

6.5.2.6. International Calls, Minutes, Gross Call Revenue and Commission

6.5.2.7. Commission Rate (%);

6.5.2.8. Total Calls, Minutes, Gross Call Revenue and Commission Amount; and

6.5.2.9. Traffic Period and Dates.

6.5.3. Proposer shall supply a report of all pre-paid card orders processed during the traffic month to include (at a minimum) the order date, invoice number, invoice date, gross amount of the order, commission rate and commission total.

6.5.4. Proposer shall provide a sample report showing how all of the above requirements will be met. Proposer shall indicate if any of the required fields above cannot be provided or supplied in the Exceptions addendum section of its response to this RFP.

6.5.5. The system CDRs and call recordings shall be stored in a minimum of 3 locations to avoid any possibility of CDRs being lost. Please provide the name or locations of your cloud storage provider.

6.5.6. Commission discrepancies must be resolved by Proposer, and to County's reasonable satisfaction, within 30 days of receipt of discrepancy notification from County or its Designated Agent. If not resolved satisfactorily, the County further retains the right to pursue any other legal remedies it deems necessary.

6.6. Reconciliation

6.6.1. From the Effective Date of the Agreement and for a period of 2 years after the termination of the Agreement, upon 10 business day's written notice, County shall have the right to examine and/or reconcile Proposer's information (records, data, compensation records) pertaining to the Agreement.

6.6.2. County requires Proposer to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which commissions can be determined. The records shall include all

CDRs, billing files, pre-paid card sales and associated invoices, debit usage reports and associated invoices and commissioning reports during the term of the Agreement.

6.6.3. County reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of County's sole choice.

6.7. Independent Contractor

6.7.1. Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing County to exercise control over the manner or method by which Proposer or its subcontractors perform under the Agreement.

6.8. Termination/Default

6.8.1. In the event Proposer fails to perform any terms or conditions of the Agreement, County may consider Proposer in default of the Agreement and supply Proposer written notice of such default. In the event said default is not remedied to the satisfaction and approval of County within 30 calendar days of receipt of such notice, County may terminate the Agreement. Upon termination, Proposer shall adhere to the transition requirements as outlined in [Section 7.3 - Transition](#).

6.8.2. County may terminate the Agreement, for cause, upon Proposer's receipt of 30 days written notice of default Proposer will have 30 days to cure default. Upon termination, Proposer shall follow the transition requirements outlined in [Section 7.3 - Transition](#).

6.9. Indemnification

6.9.1. Proposer shall defend, indemnify, and hold County and its affiliates, agents, employees, officers, directors, and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened under the Agreement, for

(a) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, Proposer or any of its employees, agents or subcontractors in providing the equipment and services hereunder,

(b) the operation of Proposer's business or ITS; (c) any breach by Proposer of its obligations hereunder; or

(d) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the ITS, except where such claims, demands or liabilities are due to the sole negligence of County, its agents or employees.

6.9.2. County agrees to provide Proposer with reasonable and timely notice of any claim, demand or cause of action made or brought against the County arising out of or related to the services rendered by Proposer. Proposer shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. County will promptly advise Proposer of any proposed agreement to compromise or settle any claim and Proposer will have 10 days to respond to such proposal.

6.9.3. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

6.10. Insurance

6.10.1. During the period of the Agreement, Proposer, at its own expense, agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of California, and in a standard form approved by the Board of Insurance Commissioners of the State of California. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure County and the public from any loss or damage that may arise to any person or property as a result of the services rendered by

Proposer.

- 6.10.2. Proposer shall provide County with a 30 day advance written notice of cancellation or material changes in said insurance.
- 6.10.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- 6.10.4. Proposer must have, at a minimum, a \$2,000,000.00 policy for Network Security and Technology Errors & Omissions.
- 6.10.5. Proposer shall provide County a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show County as an additional insured and shall include a waiver of subrogation:
 - 6.10.5.1. **Automobile Liability:**
 - 6.10.5.1.1. Combined Single Limit (each accident): \$1,000,000.00
 - 6.10.5.2. **General Liability (Including Contractual Liability):**
 - 6.10.5.2.1. Bodily Injury or Death (per person): \$1,000,000.00
 - 6.10.5.2.2. General Aggregate: \$2,000,000.00
 - 6.10.5.3. **Umbrella Liability:**
 - 6.10.5.3.1. Umbrella Form: \$2,000,000.00
 - 6.10.5.4. **Worker's Compensation:** \$1,000,000.00
 - 6.10.5.5. **Professional Liability:** \$1,000,000.00
 - 6.10.5.6. **Network Security** \$2,000,000.00
 - 6.10.5.7. **Technology Errors & Omissions** \$2,000,000.00
- 6.10.6. County agrees to provide Proposer with reasonable and timely notice on any claim, demand or cause of action made by or brought against the County arising out of the service provided by Proposer. Proposer shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 6.10.7. Any subcontractors for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Proposer and County and to ensure that County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Agreement.

7. SYSTEM REQUIREMENTS

7.1. Standards

- 7.1.1. Inmate telephone services are to be provided and shall comply with the most current applicable Federal Communication and/or California Public Utilities Commission (CPUC) regulations relating to inmate telephone service in correctional facilities. Proposer shall be responsible for maintaining and monitoring the most current regulations relating to inmate telephone service throughout the term of an Agreement.

7.2. Installation Requirements

- 7.2.1. In its response to this RFP, Proposer shall submit an implementation plan, which shall include an installation schedule, for each Facilities. Initial installations must be completed within 60 days of the effective date of the Agreement. The implementation plan will become a part of the Agreement and must be followed.
 - 7.2.1.1. If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Proposer may incur liquidated damages in the amount of \$500.00 for each

day beyond the installation date until the installation is incomplete. However, Proposer shall not incur liquidated damages if the cause of the delay is beyond the Proposer's reasonable control.

- 7.2.1.2. Should Proposer incur liquidated damages, County will invoice Proposer. Payment of the invoice shall be made to County within 30 days of Proposer's receipt of the invoice.
- 7.2.2. Proposer shall be responsible for all costs associated with the inmate telephone and visitation system, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications.
- 7.2.3. Proposer agrees to obtain County's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.
- 7.2.4. Proposer shall install the telephones, pedestals, enclosures and ITS equipment and software in accordance with the manufacturer's specifications.
- 7.2.5. All telephone equipment provided shall be fully operational at the time of the initial installation.
- 7.2.6. The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in [Appendix A – Facility Specifications](#). The telephones must not contain any exterior removable parts.
- 7.2.7. Proposer agrees to work in conjunction with County's IT Director to coordinate all new and additional wiring needs.
- 7.2.8. Use of existing conduit, raceways, cable, wiring, switches and terminal within the Facilities is at the risk of Proposer. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Proposer becomes County's property upon termination and/or expiration of the Agreement.
- 7.2.9. Proposer agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial buildings and must be approved by the Facility's maintenance personnel.
- 7.2.10. At no cost to County, Proposer shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request or an agreed upon term by both parties. This includes newly constructed or expanded Facilities.
- 7.2.11. Proposer shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment on all lines used for the ITS.
- 7.2.12. All telephone equipment shall be powered by the telephone line, not require an additional power source and shall have an Uninterruptible Power Supply ("UPS") back-up power. A separate power supply shall not be required. A power source will be available at the demarcation location.
- 7.2.13. Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the Jail Commander.
- 7.2.14. Proposer shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by County, no equipment, inventory or spare parts shall be stored by Proposer at the Facilities.
- 7.2.15. Proposer shall correct any damage to County's property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
- 7.2.16. Proposer shall install, repair and maintain all Proposer provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Proposer provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Proposer.

- 7.2.17. Proposer shall indicate any environmental conditions required for the proposed ITS; indicate whether Proposer proposes to make any changes to the phone room at the Facilities based on the site evaluation.
- 7.2.18. Proposer shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation.
- 7.2.19. Proposer shall install/mount its equipment in accordance with County's requirements.
- 7.2.20. Proposer will guarantee they utilize at a minimum, two completely mirrored/redundant systems in separate cities for call processing and redundancy. Addresses of both locations and an opportunity for a site inspection will be required.

7.3. Transition

- 7.3.1. For the initial installation, Proposer will work with County and the incumbent inmate telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by County.
- 7.3.2. Upon expiration, termination, or cancellation of the Agreement, Proposer shall accept the direction of County to ensure inmate telephone services are smoothly transitioned. At a minimum, the following shall apply:
 - 7.3.2.1. Proposer acknowledges that the CDRs, call and visitation recordings, documentation, reports, data, etc., contained in the ITS are the property of County. County acknowledges the ITS hardware and software are the property of Proposer.
 - 7.3.2.1.1. The CDRs, call and visitation recordings, documentation, reports, data, etc. shall be available to County by Proposer on the reporting interface for up to one (1) year after contract termination.
 - 7.3.2.2. Proposer shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by County. Proposer agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement. Commissions will be due and payable by Proposer to County at the percentage provided in the Agreement until collect, debit and/or pre-paid calls are no longer handled by Proposer.
- 7.3.3. Proposer agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with the ITS.

7.4. ITS and User Application Specifications

- 7.4.1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, international calling and audio recording of visitation sessions.
- 7.4.2. The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid collect, pre-paid card, international collect, debit and/or speed dial.
- 7.4.3. Proposer agrees to install the quantity of telephones, pedestals, enclosures, booths, etc. required by County as outlined in [Appendix A – Facility Specifications](#).
- 7.4.4. Proposer shall provide a sufficient number of lines, ports, channels, etc. to ensure inmates are allowed to place calls 99.5% of the time.
- 7.4.5. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephones installed must include volume control. Proposer shall accept County's reasonable decision regarding whether the reception quality is acceptable.
- 7.4.6. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency ("DTMF") confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.

- 7.4.7. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, etc. Proposer shall provide information on how the proposed ITS will be able to meet this requirement.
- 7.4.8. Proposer must assume all responsibility for fraud or unauthorized dialing occurring on the ITS.
- 7.4.9. With each call, the ITS must provide an automated message to advise the called party that:
- 7.4.9.1. The call is coming from a correctional facility;
 - 7.4.9.2. The call is coming from a specific inmate; and
 - 7.4.9.3. The call may be monitored and recorded.
 - 7.4.9.4. Automated message indicating the call is from a correctional facility should be able to play a minimum of twice randomly during a 15-minute call.
- 7.4.10. With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, debit, free, etc. This recording must be free of any charges.
- 7.4.11. Proposer shall indicate the number of times the ITS plays the call acceptance information to the called party and whether the called party may interrupt the prompts by selecting a digit on the keypad.
- 7.4.12. The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated. Additional languages must be available if requested.
- 7.4.13. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed.
- 7.4.14. ITS shall allow free calls for the inmate telephones identified in [Appendix A – Facility Specifications](#). Free calls shall require an inmate to enter a PIN to place a call, and all free calls, excluding calls to attorneys, shall be recorded.
- 7.4.15. Following the dialing sequence, Proposer shall indicate whether the ITS can be configured to:
- 7.4.15.1. Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.);
 - 7.4.15.2. Place the inmate on-hold and not permit the inmate to hear the call progress.
- 7.4.16. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- 7.4.17. The ITS shall be able to program specific speed dial codes to selected telephone numbers as determined by County and at no cost to County.
- 7.4.18. The ITS shall be capable of processing and completing international collect calls. Proposer must specify how international collect calls are processed and completed via the proposed ITS. The system will not allow the inmate to access a live operator to complete the call.
- 7.4.19. The ITS user application shall allow County to query the Call History for inmate activities and calling patterns.
- 7.4.20. The ITS user application shall allow the following search criteria and filters to be applied to the Call History queries:
- 7.4.20.1. Inmate Name (First, Last);
 - 7.4.20.2. Inmate Personal Identification Number;
 - 7.4.20.3. Date Range (Start Date/Time and End Date/Time);
 - 7.4.20.4. Facility(s);
 - 7.4.20.5. Called Number;
 - 7.4.20.6. Originating Number;
 - 7.4.20.7. Station Name;
 - 7.4.20.8. Call Type;
 - 7.4.20.9. Bill Type;
 - 7.4.20.10. Duration (minimum and maximum);
 - 7.4.20.11. Flagged Calls;
 - 7.4.20.12. Monitored Calls;

- 7.4.20.13. Completion Type;
 - 7.4.20.14. Call Jurisdiction;
 - 7.4.20.15. Pre-Paid Card ID Number;
 - 7.4.20.16. Visitation Phone(s); and
 - 7.4.20.17. Custom Search.
- 7.4.21. The ITS user application shall allow Call History query results to be exported in a format selected by County (.csv, PDF, Microsoft Excel 2010 or newer, etc.). Provide screen shots of the user application to demonstrate Proposer is able to meet this requirement.
- 7.4.22. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
- 7.4.22.1. Call Statistics by Date Range;
 - 7.4.22.2. Frequently Called Numbers;
 - 7.4.22.3. Frequently Used Personal Identification Numbers;
 - 7.4.22.4. Commonly Called Number;
 - 7.4.22.5. Call Detail Report;
 - 7.4.22.6. Gross Revenue Report by Date Range;
 - 7.4.22.7. Called Party/Number Accepting Report;
 - 7.4.22.8. Dialed Digit Collection on both caller and called party
 - 7.4.22.9. Total Calls;
 - 7.4.22.10. Calling List (PAN) Report;
 - 7.4.22.11. Pre-Paid Card Report;
 - 7.4.22.12. Debit Usage Report;
 - 7.4.22.13. Debit Balance and Funding Report;
 - 7.4.22.14. Pre-Paid Card Balance Report;
 - 7.4.22.15. Bill and Call Type Distribution;
 - 7.4.22.16. Phone Usage;
 - 7.4.22.17. Reverse Look-Up;
 - 7.4.22.18. User Audit Trail;
- 7.4.23. The ITS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Proposer is able to meet this requirement.
- 7.4.24. The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Proposer.
- 7.4.25. Proposer's ITS user application shall at a minimum allow:
- 7.4.25.1. The creation, modification and deactivation of user accounts;
 - 7.4.25.2. The creation, modification and deactivation of inmate accounts;
 - 7.4.25.3. The creation and modification of telephone numbers in the ITS;
 - 7.4.25.4. Assignment of inmates or an inmate type to an agency, contracting agency, inmate telephone or a group of inmate telephones;
 - 7.4.25.5. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - 7.4.25.6. Block/unblock telephone numbers without the assistance of Proposer; and,
 - 7.4.25.7. Configure an alert that will detect an attempted call to a "number of interest", a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- 7.4.26. Proposer shall indicate whether the ITS has the capability to allow County to create, view and track service tickets associated with the ITS or Facilities.
- 7.4.27. Proposer shall ensure continuous diagnostics and supervision for call processing and call recording. Proposer shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc.
- 7.4.28. The ITS shall comply with the Americans with Disabilities Act ("ADA") requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf ("TDD") or Video Relay Services.
- 7.4.28.1. Proposer shall provide the number of TDD telephones and ports specified in [Appendix A –](#)

Facility Specifications.

- 7.4.28.2. Proposer must indicate how the TDD telephones work with the proposed ITS.
- 7.4.29. The ITS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by County, shall be provided at no cost to County. Proposer shall accept County's direction for how pro bono calling services are configured via the ITS.
- 7.4.30. Proposer shall be able to establish a CrimeTip voicemail at no cost to County. Calls to the informant line shall be free and shall be routed via the ITS to a destination or voicemail box designated by County.
- 7.4.31. Proposer shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Proposer shall:
 - 7.4.31.1. Route free calls via the ITS to a destination or voicemail box designated by County which may or may not be the same as that used for the County informant line.
 - 7.4.31.2. At no cost to County, provide a free voicemail box on the inmate voicemail system to County dedicated for PREA calls to which the calls will be routed as free.
 - 7.4.31.3. ITS shall have the capability of allowing inmates to place PREA calls or leave messages anonymously.
 - 7.4.31.4. County, at its sole discretion, may or may not choose to monitor and record PREA calls.

7.5. Security Features

- 7.5.1. The ITS shall prohibit:
 - 7.5.1.1. Direct-dialed calls of any type;
 - 7.5.1.2. Access to a live operator for any type of calls;
 - 7.5.1.3. Access to "411" information services unless permitted by County;
 - 7.5.1.4. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
 - 7.5.1.5. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 7.5.2. The ITS shall prevent call collision or conference calling among telephone stations.
- 7.5.3. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
 - 7.5.3.1. At demarcation location;
 - 7.5.3.2. Central control; and
 - 7.5.3.3. By select housing units.
- 7.5.4. The ITS shall not accept any incoming calls with the exception of inmate voicemails from allowed users.
- 7.5.5. Proposer shall provide a detailed explanation of the information displayed on the called party's caller ID each time a call from the Facilities is placed (e.g. unknown number, Proposer's customer service number, B-1, ANI, etc.).
- 7.5.6. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility.
- 7.5.7. The ITS shall allow the called party to block their telephone number during the call acceptance process. The called party should be able to either block calls only from the specific inmate or all calls from the jail.
- 7.5.8. As specified by County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day. Specific days and multiple periods throughout each day need to be configurable.
- 7.5.9. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of calls per inmate, per month. The current call time limit for the Facilities is specified in [Appendix A – Facility Specifications.](#)

7.5.10. DTMF analytics with capability of collect all digits pressed at any point during the call separated by caller and called party.

7.6. Personal Identification Number Application

- 7.6.1. The Personal Identification Number (“PIN”) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
- 7.6.1.1. The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
 - 7.6.1.2. The capability to interface with the Facility’s Jail Management System (“JMS”) or commissary provider. The JMS provider is, currently, Enterprise Information Systems (EIS). The commissary provider is Keefe. It is the Proposer’s responsibility to contact the JMS or commissary provider, establish a working business relationship and identify the requirements necessary to interface with the JMS or commissary to ensure Proposer will be able to meet the PIN requirements listed below with the initial implementation. County shall not be responsible for paying any amount associated with the required interface.
 - 7.6.1.3. The capability to receive, accept and apply or strip alphanumeric characters in an inmate’s ID.
 - 7.6.1.4. The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
 - 7.6.1.4.1. JMS or commissary generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 - 7.6.1.4.2. JMS or commissary generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
 - 7.6.1.4.3. JMS or commissary generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
 - 7.6.1.4.4. The ITS, without an interface with the JMS or commissary, auto-generates the complete PIN;
 - 7.6.1.4.5. The ITS accepts a manually entered PIN.
 - 7.6.1.5. If applicable, the interface between the JMS or commissary and ITS shall automatically update the status of the PIN in the ITS based on the inmate’s status in the JMS (e.g. newly booked, transferred, released, etc.).
 - 7.6.1.6. Upon booking, inmates are generated a “PIN” number (inmate ID) via the JMS. Inmates are issued ID Cards containing their name, inmate ID, and picture. The same inmate ID can be assigned to an inmate if re-booked at a later date.
 - 7.6.1.7. The ITS shall be capable of accepting a numeric PIN between 6 – 14 digits long.
 - 7.6.1.8. The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent ITS.
 - 7.6.1.9. The ITS shall be capable of providing PINS in the ITS immediately upon booking.
 - 7.6.1.10. Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any of the Facilities or from any inmate telephone located at the Facilities.
 - 7.6.1.11. The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
 - 7.6.1.12. The ITS shall be capable of deactivating a PIN upon an inmate’s release and reactivating the same PIN if the inmate reenters the Facilities at a future date.
- 7.6.2. The ITS shall have the capability to automatically build and store a list of Personal Allowed Numbers (“PAN”) associated with each PIN. County may or may not choose to implement PANs.
- 7.6.2.1. PANs shall allow a set quantity of approved telephone numbers for each PIN.

- 7.6.2.2. The quantity of approved telephone numbers within a PAN shall be configurable by inmate or PIN.
- 7.6.2.3. Proposer shall indicate whether the quantity of approved telephone numbers within a PAN can be configured by PIN.
- 7.6.2.4. ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and history of calls by inmate and jails.
- 7.6.2.5. Monitoring and Recording Requirements

7.7. Monitoring and Recording Requirements

- 7.7.1. The ITS shall be capable of monitoring and recording all inmate and visitation calls from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client privilege.
- 7.7.2. The ITS shall allow designated users at the Facilities to play back a recorded call or a call in progress (e.g. live monitoring) via the ITS user application without the need to download a third-party software.
- 7.7.3. The ITS shall provide simultaneous playback and continuous recording of calls and visits.
- 7.7.4. The ITS shall allow the user to continue to use the interface to search information while listening to a live call or recording.
- 7.7.5. The ITS shall allow the user to accelerate the playback of call recordings to at least 1.4 times.
- 7.7.6. Live monitoring shall allow County to view, at a minimum, the following information in chronological order. Proposer shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused while listening.
 - 7.7.6.1. Call Duration;
 - 7.7.6.2. Facility(s);
 - 7.7.6.3. Language Type;
 - 7.7.6.4. Phone Location Name;
 - 7.7.6.5. Inmate Name;
 - 7.7.6.6. Inmate PIN;
 - 7.7.6.7. Called Number;
 - 7.7.6.8. Called City, State;
 - 7.7.6.9. Call Status;
 - 7.7.6.10. Alerts, and;
 - 7.7.6.11. Notes.
- 7.7.7. All CDRs, including all attempted and completed calls, shall be stored online for a minimum period of 3 years or contract term and for a minimum period of 1 year following the expiration of the Agreement.
 - 7.7.7.1. Proposer shall provide a detailed description of its proposed method for storing call recordings, to include information on Proposer's data redundancy practices.
 - 7.7.7.2. The provision of remote access shall allow County, as well as other outside personnel whom are authorized users, the same features and functionalities, permitted by the user's level of access, available on a web-enabled computers, laptops, tablets and smart phones.
- 7.7.8. For the term of the Agreement, County shall have access to all CDRs and call recordings from all access computers, based on the user's access level.
- 7.7.9. The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination. Proposer shall include detailed information on the ITS alert application and it shall include, at a minimum, the types of alerts available (cell phone, SMS text, email, etc.), and whether a security PIN for accessing the live call is required.
- 7.7.10. The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording. Proposer shall provide a detailed description of the process for transferring/copying/exporting recordings.
- 7.7.11. The ITS shall be capable of emailing and copying recorded calls onto a CD/DVD or other storage medium in either a ZIP file, WAV, ISO or MP3/data format with tamper free capabilities.

7.8. Pre-Paid/Debit Application

- 7.8.1. Indicate whether the pre-paid/debit application is part of the ITS or whether an external platform is utilized for the provision of pre-paid/debit calling.
- 7.8.2. The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or an inmate's account. Provide a detailed description of all pre-payment/deposit methods available.
- 7.8.3. The ITS shall provide the inmate with the balance of the pre-paid or debit account at the time of the call.
- 7.8.4. The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
- 7.8.5. The pre-paid and/or debit application shall allow international calls.
- 7.8.6. Proposer shall describe its process for accommodating real-time refunds associated with pre-paid and/or debit accounts.
- 7.8.7. The ITS shall be capable of interfacing with the current JMS or commissary provider for ease of transferring money from the inmate's trust fund/commissary account to the ITS debit account as well as refunding any unused funds to the trust fund account upon the inmate's release. The JMS provider is currently EIS. The commissary provider is Keefe. Further, Proposer shall state whether it has an established business arrangement and interface with commissary or JMS provider.

7.9. Security

- 7.9.1. All Proposer employees shall obtain, at Proposer's cost, the appropriate personnel background security clearance prior to arrival at the Facilities. All Proposer employees will comply with County's policies and procedures. Entry to the Facilities is subject to the approval of the Jail Commander, Lieutenants, or the Staff Services Analyst. Internal phone numbers can be provided for future notice of entry prior to communicating with Central Control upon arrival.
- 7.9.2. Platform and billing system must be Payment Card Industry (PCI) Compliant and Customer Proprietary Network Information (CPNI) Certified.

7.10. Certifications and Accreditations

- 7.10.1. Please provide a list of all certifications and accreditations of company, including PCI (Payment Card Industry) Certification for credit card security, CPNI Certification, Better Business Bureau Accreditation, MBE/WBE certifications, etc.

7.11. Training

- 7.11.1. Proposer shall provide onsite training to County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to County. Training manuals shall be provided to County's staff at all training meetings and will become the property of County.
- 7.11.2. When requested by County, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS.
- 7.11.3. Proposer will also provide full documentation for all of the ITS features.

7.12. ITS Upgrades and Performance Process

- 7.12.1. Proposer shall provide County with written notice, including detailed information, of any new ITS software upgrades or features, within 30 days of the introduction of the new software or features into the industry.
- 7.12.2. Proposer shall adhere to the following performance process when upgrading the ITS, software, equipment, or performing any changes to the ITS at the Facilities.
- 7.12.3. Proposer shall perform extensive testing on all system changes or upgrades prior to introducing them to

County.

- 7.12.4. Proposer shall work with the Facilities to schedule changes and/or upgrades during a time when the telephones are not being used regularly by the inmates. Proposer shall coordinate a convenient time and day with County to implement the changes or upgrades to the ITS to avoid an interruption in service.

7.13. General Maintenance

- 7.13.1. Proposer shall respond to repair requests from County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7- days a week, 365-days a year basis.
- 7.13.2. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4-hours following notification of a service request or ITS failure. Proposer must exhibit to County a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem. Proposer shall notify County any time a technician will be dispatched to the Facilities and prior to the technician's arrival.
- 7.13.3. County may cancel the Agreement with Proposer if Proposer has not cured a service problem within 10-days of Proposer receiving notice of the problem from County.
- 7.13.4. Proposer shall provide an escalation list for both normal maintenance and emergency outage/service issues at and/or related to the Facilities.
- 7.13.5. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS. Proposer will assume liability for any and all such damages.
- 7.13.6. All operation, maintenance and repair issues regarding the ITS service shall be reported by Proposer to County promptly.

7.14. Investigative Tools

- 7.14.1. The ITS shall provide extensive Investigative Tools. Proposer shall provide a detailed list of all investigative tools included in the ITS. The ITS shall include at a minimum the following:
 - 7.14.1.1. The capability to insert and store notes on all call recordings with a keyword search capability.
 - 7.14.1.2. The capability to provide date/time stamps for specific durations of each call recording.
 - 7.14.1.3. The capability to increase / decrease the playback speed of a call recording.
 - 7.14.1.4. A report showing "common telephone numbers called" for all telephone numbers called by more than one inmate.

7.15. Additional Technology

- 7.15.1. County is interested in implementing video visitation at no cost to County to include, but not be limited to, any required cabling, equipment, installation, monitoring, and/or maintenance costs. Video Visitation would include both onsite and remote visits.
 - 7.15.1.1. Proposer shall provide an overview of this technology describing the service in full, including but not limited to, the following:
 - 7.15.1.1.1. Physical description and photos of the equipment and any applicable environmental requirements;
 - 7.15.1.1.2. Registration and scheduling process for visitors for both onsite and remote video visitation sessions;
 - 7.15.1.1.3. Computer requirements for remote visitors (software, hardware specifications, etc.);
 - 7.15.1.1.4. Payment options available to the general public for funding video visitation sessions;
 - 7.15.1.1.5. Monitoring and recording capabilities for investigative purposes;
 - 7.15.1.1.6. Video storage, copying and features to ensure the integrity of recorded sessions;
 - 7.15.1.1.7. Control features available to County for managing the scheduling and completion of

video visitation sessions; and

- 7.15.1.1.8. Required integration with the JMS. County will not be responsible for any cost associated with an interface if one is required to implement the video visitation solution.
- 7.15.1.2. Proposer must provide two (2) references of Facilities where this feature has been implemented for at least six (6) months.
- 7.15.1.3. Specify any fees or charges applicable to inmates/visitors, including the per-minute or per-session fee or charge and method of compensation to County in [Appendix B – Calling Rates and Commissions](#).
- 7.15.2. County is interested in implementing automated voicemail messaging via the ITS at no cost to County. County prefers to have only incoming voicemail to the inmates. Proposer shall provide an overview of this technology specifying whether the ITS is capable of recording and storing all messages;
 - 7.15.2.1. Proposer must provide two (2) references of Facilities where this feature has been implemented for at least six (6) months.
- 7.15.3. County is also interested in implementing internal automated voicemail messaging via the ITS at no cost to County. This voicemail messaging would be available to the inmates to file grievances, request medical/dental, submit PREA or crime tips, or file telephone complaints. The internal voicemail feature should allow Facility staff to voicemail a message to an inmate, a group of inmates, or the whole Facility as a message of the day.
 - 7.15.3.1. Proposer shall provide an overview of this technology which shall specify:
 - 7.15.3.1.1. Whether the ITS is capable of recording and storing all messages;
 - 7.15.3.1.2. The security measures for the voice mailbox so that only authorized personnel are able to listen to the messages.
 - 7.15.3.2. Proposer must provide two (2) references of Facilities where this feature has been implemented for at least six (6) months.
- 7.15.4. County is interested in voice biometric technology. Proposer should provide an overview of the technology, detail the enrollment process and indicate whether the technology performs an initial verification and/or continuous verification of the inmate’s voice. This feature must be an integrated part of the ITS and must include analytical tools and reporting. County will not be a “beta test site” for unproven technology.
 - 7.15.4.1. Proposer must provide two (2) references of Facilities where this technology has been implemented for at least six (6) months.
 - 7.15.4.2. Specify any fees or charges associated with this technology in [Appendix B – Calling Rates and Commissions](#).
- 7.15.5. County is interested in implementing a secure Inmate Tablet Program. Proposer should provide an overview of the Tablet technology, detail the available services and applications available to Inmates and staff and the security features of the Tablets.
 - 7.15.5.1. Proposer shall provide an overview of the Tablet program which shall address the following:
 - 7.15.5.1.1. Ability for Tablets to allow for various forms of communications (phone calls, messaging, ticketing, video visits);
 - 7.15.5.1.2. Ability for Tablets to offer access to resources available on wall-mounted kiosks, based on the preferences of Facility administration;
 - 7.15.5.1.3. Any educational and rehabilitative material and programming available on the Tablets;
 - 7.15.5.1.4. Any entertainment options available on the Tablets, and;
 - 7.15.5.1.5. The security and wireless infrastructure environment required to support the Tablet program.
 - 7.15.5.2. Proposer must provide two (2) references of Facilities where Proposer’s Tablets have been implemented for at least six (6) months.
 - 7.15.5.3. Specify any fees or charges applicable to inmates or friends and families, relative to all revenue-

generating services and method of compensation to County in [Appendix B – Calling Rates and Commissions.](#)

7.15.6. County is interested in implementing a secure Inmate Ticketing program, to assist in securely managing inmate-to-staff digital communications. Proposer should provide an overview of the Ticketing technology, detail the available services and applications available to Inmates and Staff and the security features of the Ticketing program.

7.15.6.1. Proposer shall provide an overview of this technology which shall address the following:

- 7.15.6.1.1. Ticketing system shall be capable of recording and storing all Tickets submitted;
- 7.15.6.1.2. Ticketing system shall allow the Facility to create and customize an unlimited quantity of their own Ticket Types;
- 7.15.6.1.3. Ticketing system shall allow for each ticket type to be routed to the appropriate Facility personnel;
- 7.15.6.1.4. Ticketing system shall allow for email notifications to be associated with certain ticket types, as specified by the facility;
- 7.15.6.1.5. Ticketing system shall allow for “Inmate Tickets” (initiated by inmates) and also “Admin Tickets” (initiated by facility personnel);
- 7.15.6.1.6. Ticketing system shall allow for efficient searching of tickets based on a variety of data points, including but not limited to:
 - 7.15.6.1.6.1. Inmate first / last name;
 - 7.15.6.1.6.2. Inmate PIN;
 - 7.15.6.1.6.3. Ticket Type;
 - 7.15.6.1.6.4. Date Range;
 - 7.15.6.1.6.5. Keywords;
 - 7.15.6.1.6.6. Inmate Status (Active / Inactive), and;
 - 7.15.6.1.6.7. Ticket Status (Open / Closed / Escalated).
- 7.15.6.1.7. Ticketing system shall allow for facility personnel to add Comments to tickets that are or are not visible to inmates, and;
- 7.15.6.1.8. Ticketing system shall allow for printing and exporting of Tickets with or without staff comments.

7.15.6.2. Proposer must provide two (2) references of Facilities where Proposer’s Ticketing system has been implemented for at least six (6) months.

7.15.6.3. Specify any fees or charges associated with this technology in [Appendix B – Calling Rates and Commissions.](#)

7.15.7. County is interested in implementing a Law Library program, at no cost to County. Proposer should provide an overview of the Law Library offered, detail the available content, any known limitations and the nature of accessibility for inmates (e.g. available on Proposer’s kiosks and tablets).

7.15.7.1. Proposer must provide two (2) references of Facilities where this technology has been implemented for at least six (6) months.

7.15.7.2. Specify any fees or charges associated with this technology in [Appendix B – Calling Rates and Commissions.](#) Proposer must clearly outline if they are proposing ANY costs related to this technology, including in the form of a commission deduction.

8. APPENDIX A – FACILITY SPECIFICATIONS

Siskiyou County Jail

County presently operates one (1) individual Facility. Specifications for the Facility can be found in the table below:

FACILITY SPECIFICATIONS	
Siskiyou County Jail	
Average Daily Population (ADP):	98
Number of Beds (Capacity):	106
Call Time Limit:	20 Minutes
Hours of Availability for Inmate Telephones:	0600-2300hrs
# of Inmate Telephones Currently:	12
# of Inmate Telephones Desired:	12
Required Telephone Cord Length (Inmate Telephones):	TBD
# of Visitation Phone sets Currently:	7
# of Visitation Phone sets Desired:	7
Required Telephone Cord Length (Visitation Phones):	TBD
Portable/Cart Phones Required:	0
# of Video Visitation Kiosks (Inmate-Side) Currently:	0
# of Video Visitation Kiosks (Public-Side) Currently:	0
# of Video Visitation Kiosks (Inmate-Side) Desired:	0
# of Video Visitation Kiosks (Public-Side) Desired:	0
Required Telephone Cord Length (Video Visitation Kiosks):	NA
# of TDD Units Required:	1
# of Computer Workstations Required:	0

9. APPENDIX B – CALLING RATES, FEE and COMMISSIONS

Proposer shall provide a commission offer for the Facilities based on the proposed calling rates which proposer shall include, below. Proposer must detail **all** charges, fees and taxes that will be assessed for all collect, pre-paid and debit inmate telephone calls. Proposer may attach additional tables if Proposer chooses to provide more than 1 commission and calling rate option below. County prefers at least one “postalized” calling rate structure be offered. Failure to complete **Appendix B** may cause Proposer’s proposal to be rejected.

PROPOSED RATES Siskiyou County Jail

CALL TYPE	COLLECT	PRE-PAID COLLECT	DEBIT/PRE-PAID CARDS
	Per-Minute Rate	Per-Minute Rate	Per-Minute Rate
Local			
INTRAlata/INTRAsate			
INTERlata/INTRAsate			
INTERlata/INTRAsate			
INTERstate			
Mexico			
International			
Proposed Commission Rate (%) :			

ITS Allowed Fees	
Approved Charge/Fee Name	Amount
Pre-Paid Funding Fee (Automated):	\$0.00
Pre-Paid Funding Fee (Live Representative):	\$0.00
Pre-Paid Funding Fee via Cash, Money Order or Check:	\$0.00
Pre-Paid Funding Fee via Third Party (i.e. MoneyGram, Western Union, etc.):	Pass Through / No Markup
Applicable Required Taxes:	Vary (Pass-Through/No Markup)
All Other Fees:	Not Allowed

Any “Single Payment” calling products offered shall not include any “Transaction Fee” and shall only be charged at the same per-minute rate as all other calls (such as Prepaid Collect or Inmate Debit calls). **Additionally, any “Single Payment” calls shall be commissioned at the same rate as all other calls.** If the California Public Utilities Commission or the FCC issues regulations which mandate a change in the calling rates (individually or collectively, “Regulations”), Proposer shall be required to comply with any and all such changes. If this occurs, and such Regulations are applicable to the Agreement, Proposer shall be required to decrease the affected calling rates in accordance with the time period required by such Regulations.

Appendix B – Continued
ADDITIONAL TECHNOLOGY CHARGES/FEEES AND COMPENSATION

Video Visitation		
Charge/Fee Name	Charge/Fee Description	Amount
Method of Compensation:		

Inmate Voicemail (Inbound Only)		
Charge/Fee Name	Charge/Fee Description	Amount
Method of Compensation:		

Voice Biometrics		
Charge/Fee Name	Charge/Fee Description	Amount

Inmate Tablets		
Charge/Fee Name	Charge/Fee Description	Amount
Method of Compensation:		

Any Additional Technology/Optional Feature		
Charge/Fee Name	Charge/Fee Description	Amount
Method of Compensation:		

FAILURE TO SIGN BELOW WILL DISQUALIFY PROPOSER'S PROPOSAL

To the best of my knowledge and belief, the information presented in this proposal is true and complete. I further acknowledge a continuing obligation to update the proposal if material discrepancies are discovered. Failure to do so may result in this proposal being disqualified from further consideration.

PROPOSER NAME:

AUTHORIZED REPRESENTATIVE:

SIGNATURE:

DATE:

10. APPENDIX C – SITE EVALUATION REGISTRATION FORM

This site evaluation registration Form must be completed and returned to the RFP contact specified in [Section 2.5 – Questions or Comments](#) on or before the date specified in the Schedule of Events. The Facilities will provide an escort.

Provide the following information for the Proposer Representative(s) that will be attending the site evaluation which will be held on the date specified in the Schedule of Events.

Proposer Name:	_____

Main Contact Phone Number:	_____

Attendee Name:	_____

Attendee Title:	_____
Attendee Office Contact Number:	_____
Attendee Mobile Contact Number:	_____

Attendee Name:	_____

Attendee Title:	_____
Attendee Office Contact Number:	_____
Attendee Mobile Contact Number:	_____
Attendee Email Address:	_____