



**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201  
(703) 228-3410**

**REQUEST FOR PROPOSALS NO. 21-SRF-RFP-444**

**ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 1:00 P.M. ON THE 15TH DAY OF MARCH 2021 FOR:**

**INMATE TELEPHONE SYSTEM, VIDEO VISITATION AND TABLET SOLUTION**

**VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSAL. NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.**

Proposals will not be publicly opened.

NOTICE: ANY OFFEROR ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A PROPOSAL (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

**PREPROPOSAL CONFERENCE**

A virtual preproposal conference will be held at 10:00 a.m., March 19, 2021 on Microsoft Teams to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. To join the meeting, please click the following link [here](#), or join by dialing [+1 347-973-6905](#) and enter Conference ID **182 957 161#**. ATTENDANCE AT THE PREPROPOSAL CONFERENCE IS OPTIONAL. Minutes of the preproposal conference will be recorded by the County and may be incorporated into the solicitation documents through an Addendum. Interested Offerors are, however, urged to attend.

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia  
Office of the Purchasing Agent

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## **I. INTRODUCTION TO EVALUATION PROCESS**

Arlington County, Virginia, is soliciting proposals from Offerors having experience and abilities in the areas identified in this solicitation. Each proposal must contain evidence of the Offeror's qualifications in the specified areas and in other disciplines directly related to the proposed work. Offerors might also be required to submit profiles and resumes of the staff to be assigned to the project, references, examples of similar work performed and other information that will clearly demonstrate the Offeror's relevant expertise, as specified in the solicitation.

A County Selection Advisory Committee ("SAC") will review and evaluate all written proposals based on the criteria identified in this solicitation. Subsequent evaluations, such as to select firms for negotiation, may include, but are not limited to, review of more detailed proposals and/or oral presentations. Any such subsequent evaluations will be based on the same criteria.

The County reserves the right to accept or reject and to waive any informalities or irregularities in the proposals and to contract as the best interests of the County require in order to obtain the services described in this RFP. Selection of an Offeror's proposal does not mean that all aspects of the proposal are acceptable to the County. The County reserves the right to negotiate terms and conditions with the selected Offeror before executing a contract.

### **MANDATORY REQUIREMENTS**

Note that this solicitation contains qualification requirements that are mandatory for all Offerors. In addition to this section, refer to the Proposal Submittal Elements section of this document for details.

Offerors must identify in their proposal that they comply with the following mandatory qualification requirements. Proposals indicating that the Offeror does not comply with these requirements will be eliminated from consideration without any further evaluation.

Mandatory Qualification Requirements:

1. The Offeror must be able to comply with all requirements in Attachment B: Item # 1: Education Programs.
2. The Offeror must have provided inmate telephone systems to public safety agencies for a minimum of 10 years.
3. The Offeror must have provided tablet and video visitation services to public safety agencies for a minimum of 5 years.
4. The Offeror must have experience providing inmate telephone systems, tablet and video visitation services, and networks in detention centers, based on a self-funding fee structure.

## **II. INFORMATION FOR OFFERORS**

### **1. SOLICITATION SCHEDULE**

#### **RFP No. 21-SRF-RFP-444 – TENTATIVE SCHEDULE**

RFP ISSUANCE	FEBRUARY 9, 2021
QUESTION DEADLINE	MARCH 1, 2021 at 5:00 p.m.
ADDENDUM ISSUANCE (if applicable)	MARCH 4, 2021
<b>PROPOSALS DUE</b>	<b>MARCH 15, 2021 at 1:00 p.m.</b>
CONTRACT AWARD	TBD

### **2. QUESTIONS AND ADDENDA**

OFFERORS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS REQUEST FOR PROPOSALS.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **RFP No. 21-SRF-RFP-444**. Prior to the award of a contract resulting from this solicitation, Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

**QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY MARCH 1, 2021, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.**

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Offerors are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation, unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

### **3. OFFERORS' RESPONSIBILITY TO INVESTIGATE**

Before submitting a proposal, each Offeror must make all investigations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Offeror will rely. No pleas of ignorance of such conditions and requirements will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract or will be accepted as a basis for any claim for any monetary consideration on the part of the successful Offeror.

### **4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION**

Reasonable grounds for believing that an Offeror is interested in more than one proposal for a solicitation, including both as an Offeror and as a subcontractor for another Offeror, or that collusion exists between two or more Offerors, will result in rejection of all affected proposals. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on two or more different Offerors' proposals. Offerors rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

**5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES**

This solicitation is a competitive negotiation for goods and services, as defined in the Arlington County Purchasing Resolution. The content of the proposals and the identity of the offerors are not public record until a Notice of Decision to Award has been issued. The opening of proposals is therefore not public.

**6. NOTICE OF DECISION TO AWARD**

When the County has made a decision to award a contract(s), the County will post an Award Notice or Intent to Award to [Vendor Registry](#).

**7. TRADE SECRETS OR PROPRIETARY INFORMATION**

Trade secrets or proprietary information that an Offeror submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the Offeror must invoke VFOIA protection clearly and in writing on the Proposal Form for County review. The Proposal Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

**8. FINANCIAL STATEMENT**

If requested by the County, an Offeror must submit its most recent independent certified public accountant's audit of its finances, including the management letter and other ancillary audit components. If the audited financial statement is not available, the Offeror must submit a written statement explaining the statement's absence and provide other documents (e.g., tax returns) that enable the County to assess the Offeror's financial condition. Failure to submit a financial statement upon request will be grounds for immediate disqualification. If the financial statement is not for the identical organization submitting the offer, the Offeror must submit a written explanation of the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

The County will return the financial statement at the conclusion of the award process only upon receipt of a written request signed by an officer of the organization or the same person who signed the original Proposal Form. The County considers a non-public financial statement submitted pursuant to this paragraph to be proprietary information that is not subject to disclosure under VFOIA.

**9. DEBARMENT STATUS**

The Offeror must indicate on the Proposal Form whether it or any of its principals is currently debarred from submitting proposals to the County or to any other state or political subdivision and whether the Offeror is an agent of any person or entity that is currently debarred from submitting proposals to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

**10. CONFLICT OF INTEREST STATEMENT**

The Offeror must provide a statement regarding any potential conflict of interest, with the notarized signature of a principal of the Offeror, on the form provided in this solicitation.

**11. EQUIVALENT EXPERIENCE AND REFERENCES**

If an Offeror is unable to meet the experience and/or reference requirements of this solicitation, the Offeror may submit a resume indicating the qualifying experience and references for previous work by the proposed project manager. The Project Manager's resume must include a description of the previous

project(s) and contact information for the previous employer(s), the project owner(s) and a verifying reference, if different.

Arlington County may request additional information and will determine whether the project manager's experience is an acceptable substitute for all or part of the experience and/or reference requirements of the solicitation.

If a contract is awarded based on documents and information submitted pursuant to this section, the Offeror may not change the named project manager for the duration of the contract unless the County approves a substitute project manager with equivalent qualifications.

**12. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS**

The key personnel and subcontractors in an Offeror's proposal are considered essential to the Offeror's qualifications and may not be replaced or substituted, nor may additional personnel or subcontractors be added, after qualification of the Offeror's proposal unless the County approves the changes in advance in writing.

**13. AUTHORITY TO TRANSACT BUSINESS**

Any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be included on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth must include in its proposal a statement describing why the Offeror is not required to be so authorized. The County may require an Offeror to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of an Offeror to provide such documentation will be a ground for rejection of the proposal or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

**14. EXCEPTIONS TO TERMS AND CONDITIONS**

The attached draft Contract Terms and Conditions contain a number of mandatory terms, which are marked with an asterisk. Those terms are not negotiable. If an Offeror objects to a mandatory term, the County will consider the proposal non-responsive.

The Offeror must state whether it requests revisions to any of the remaining, non-mandatory terms and, if so, must explain the reason for the request(s) and propose alternative language. An Offeror who does not request a revision in its proposal may not object or request revisions to any contract terms during the negotiation process.

The County will review any request for revisions to non-mandatory terms after the selection of finalists for negotiation. Such requests will not factor into the evaluation of proposals.

**15. INSURANCE REQUIREMENTS**

Each Offeror must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to do so, it may propose alternate insurance coverage in its exceptions to the County's Terms and Conditions.

**16. ARLINGTON COUNTY BUSINESS LICENSES**

The successful Offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

**17. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the contract documents are the present expectations of the County for the period of the contract, and the County is under no obligation to buy that, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates specified in the contract.

The items or services covered by this contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through such other contract(s). The County does not guarantee that the selected contractor will be the exclusive provider of the goods or services covered by the resulting contract.

**18. RIDER CLAUSE**

**A. Extension to Other Jurisdictions**

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

**B. Inclusion of Governmental & Nonprofit Participants**

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

**C. Notification and Reporting**

The contractor must notify the issuing jurisdiction of entities that use any contract resulting from this solicitation and to provide usage information as requested. The contractor will provide a copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

**D. Contract Agreement**

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

**19. ELECTRONIC SIGNATURE**

If awarded, the Offeror may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.



### **III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 21-SRF-RFP-444**

The intent of this solicitation and resulting agreement is to obtain the services of a qualified contractor to design, install, operate, implement, maintain, repair and support a network based Inmate Telephone System, Video Visitation and Tablet Solution (hereinafter referred to as “ITS” or “System”) with a self-funding fee structure. At no cost to the County, the ITS is to include all equipment, installation, software, hardware, infrastructure including network, security, training, shipping, transportation and services included in this RFP, including but not limited to inmate telephones, attorney telephones, visitation scheduling, video visitation, investigative software, tablets to provide education and entertainment options, hotlines, interfaces, training and 24/7/365 support. The Contractor shall provide all parts and labor necessary to maintain System availability of 99.9995%. The ITS shall be installed at the Arlington County Criminal Justice Complex, which includes the Arlington County Courthouse and Detention Facility located at 1425 and 1435 N Courthouse Road, Arlington, VA.

#### **INTRODUCTION TO ARLINGTON COUNTY**

The Sheriff’s Office serves more than 220,000 residents with 270 employees, including sworn deputy sheriffs and civilian staff. The Arlington County Detention Facility is a 12-story, high-rise detention facility located in the County Criminal Justice Complex. The Detention facility houses inmates from Arlington County, the City of Falls Church and the Washington Airport Authority. The physical capacity of the Detention Facility is 719 inmates; however, the current average daily population is approximately 250.

The Detention Facility ground floor contains the kitchen, booking and laundry room. The second-floor comprises classification, library, and a medical unit with a 12-bed infirmary. Three floors (5, 7 & 9) contain three inmate housing units with their own exercise yard and program unit. The 11th floor houses a segregation unit and a male and female Mental Health Unit (MHU).

The Detention facility is operated using Direct Supervision, a philosophy of inmate management where a deputy is assigned in each housing unit to supervise inmates. This style of management has proven to reduce disruptive behavior among inmates creating an effective form of control and supervision.

The Detention facility was re-accredited by American Correctional Association (ACA) in 2019, the Virginia Department of Corrections in 2020 and the Prison Rape Elimination Act (PREA) in 2020.

#### **CURRENT SERVICES**

The current provider for inmate telephone services is Inmate Calling Solutions (IC Solutions or ICS). ICS provides inmates with access to local toll (intralata), long distance toll (interlata), interstate, intrastate, and international calling.

Currently inmates have the ability to pay for telephone services through the commissary vendor. The vendor awarded a contract as a result of this RFP must provide a payment platform and is required to interface with the commissary vendor, Keefe.

## **TRANSITION PERIODS**

It is the intent of the County to have this contract begin with a transition period prior to the termination of the current contract. The transition period is to allow the awarded Offeror to:

1. Review the existing infrastructure and submit infrastructure design documentation within 10 business days of contract execution
2. Finalize a project plan detailing the Offeror's approach to implementation within 10 business days of contract execution
3. Implement the inmate telephone services within at least 90 days of contract execution

At the conclusion of all contractual terms, the awarded Offeror shall also provide a 90-day transition to any newly awarded Offeror.

#### **IV. DEFINITIONS**

The following definitions apply to this procurement:

1. **An Authorized User/Workstation** is any computer that is connected to access the Licensed Software and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
2. **Automatic Number Identification (ANI)/Automatic Location Identification (ALI)** is the automatic display of the telephone number that called 911, answered at the Public Safety Answering Point (PSAP). Each telephone number and the physical location to which it corresponds are stored in an ANI/ALI database, managed by the local exchange carrier.
3. **Application Users** include trained and authorized employees of the County, trained and authorized independent contractors engaged by the County and entities contracting with the County for services.
4. **Business Day/Hours.** Normal operating hours for the County: Monday-Friday, 7 a.m.-5p.m. Eastern Standard/Daylight Time, excluding County-designated holidays. Arlington County observes the following holidays:
  - New Year's Day
  - Martin Luther's King Day
  - President's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Election Day (when approved by County)
  - Veterans Day
  - Thanksgiving
  - Day after Thanksgiving
  - Christmas Eve (when approved by County)
  - Christmas Day
5. **Content** is any data, including the selection, arrangement and organization of such data, entered, uploaded to the application, or otherwise provided to Contractor by the County or by any Application User, and any software-related documentation, from whatever source, provided by any Authorized User to the Contractor in connection with this Contract.
6. **Deliverable** is the tangible embodiment of the Scope of Services, including the development or creation of Work Product, performed or provided by Contractor as identified in the Contract Documents.
7. **Delivery of Licensed Standard Software** is Licensed Standard Software delivered to the County in a machine-readable form via a network connection, or on appropriate media if requested by the County, as soon as the software is available after the Contract Effective Date.

8. **Documentation** is all Contractor materials detailing and providing instructions for the System, including course materials, system specifications, release notes, hardware requirements, user manuals, administrator manuals and technical manuals needed in order to allow the County and its Agents to install, implement, operate and make productive use of the Licensed Software.
9. **Down Time** is time during which the system or a large portion of the system is out of action or unavailable for use. There are four categories of Down Time. The Contractor is responsible for Included Downtime, which is included in System availability calculations.

***Included Downtime***

- 1) Major Failures (measured as Hours of Major Failure, or HMF)
- 2) Functional Failures (measured as Functional System Failures in minutes and hours)

***Excludable downtime***

- 3) Planned Downtime. This would include Planned updates and Testing related incidents.
- 4) The following causes for ITS devices not functioning as intended:
  - a. **Third-Party Incident:** An unplanned interruption to the System, or reduction in the quality of the System caused by a third party and not ITS hardware or software. This shall include Internet Service Provider, or other third parties that provide infrastructure or are responsible for infrastructure that the ITS system relies on.
  - b. **Force Majeure Incident:** Any incident caused by Force Majeure, as defined by the County.
10. **Failover** is a method of protecting computer systems from failure, in which standby equipment automatically takes over when the main system fails.
11. **Go-Live** is the point at which the software system, module or update is implemented into active and live operation mode.
12. **Ingested** is a technical term for pulling data in from an interface as opposed to exporting data to another location.
13. **Inmate Telephone System (ITS) or System** is the comprehensive combination of hardware and software, which may include, but is not limited to, the telephones, telephone and data transport network, circuits, call processing system, monitoring system, recording system, video visitation system, software application, tablets, kiosks, hotlines, billing management and all other necessary or requested components.
14. **Installation of Licensed Standard Software** is deemed to occur, for all billings or other events described herein, upon the earlier of:
  - (a) the transfer or loading of the Licensed Standard Software onto a County server or computer;
  - or

(b) thirty (30) days after delivery of the Licensed Standard Software.

15. **Licensed Custom Interfaces** are any software (programs or portions of programs) developed by the Contractor specifically for the County's own use.
16. **Licensed Products** is the licensed software, the related licensed documentation, and the authorized copies of the product sold by the Contractor in accordance with this agreement.
17. **Licensed Software** is Development Software, Upgrades, and Licensed Custom Software provided under this Agreement.
18. **Local Access and Transport Area (LATA)** is a geographic area covered by one or more local telephone companies, which are legally referred to as local exchange carriers. A connection between two local exchanges within the LATA is referred to as intraLATA. A connection between a carrier in one LATA to a carrier in another LATA is referred to as interLATA. InterLATA is long-distance service.
19. **Maintenance Services (or Maintenance)** are services, preventive and remedial, provided by the Contractor to ensure continued operation of the System.
20. **Project Acceptance.** Acceptance shall take the form of completed and successful acceptance as described in the Scope of Services.
21. **Requirements** are the functional, performance, operational, compatibility and acceptance testing criteria and other parameters and characteristics of the Software, Services and Deliverables as set forth in the Scope of Services and other parameters, characteristics or performance standards of Contract Documents.
22. **Services** are any work performed, or service provided, including development, installation, Software configuration, maintenance, support and training and provision to the County of any Deliverable described in the Scope of Services. Services include the discovery, creation, or development of Work Product, if any.
23. **System Acceptance.** Acceptance shall take the form of completed and successful acceptance testing in conformance with the Requirements set forth in this Agreement as determined by the County Project Officer.
24. **System Availability** is the time the system is fully functioning. The expected System Availability is 24 hours a day, 7 days a week, 365 days per year, or at a minimum 99.9995% uptime. The formula for calculating System Availability is as follows:

1) **Formula: *Functional System Availability*** = 
$$\frac{TOH - HMF - FSF}{TOH}$$

Total Operational Hours (**TOH**) – Hours of Major failures (System not down, but largely unusable) (**HMF**) – Functional System failures (specific critical features not available, or unusable) (**FSF**). **Does not include Planned Downtime (PD).**

2) **Formula: *Total System Availability*** = 
$$\frac{TOH - HMF - FSF - PD}{TOH}$$

This is the same as Functional System Availability, but includes Planned Downtime, which shall be tracked, and includes:

- i. Scheduled downtime for system upgrades
- ii. Scheduled restarts necessary to correct issues.

3) Any delays in response mutually agreed to be caused by the County shall be deducted from either calculation.

25. **Tablet Housing** is a solid shell or case enclosing the tablet to protect the tablet from breakage or damage.

26. **Upgrades** are any enhanced and/or improved versions of the Licensed Software that are provided under this Agreement and released after the Effective Date of this Agreement.

## **V. SCOPE OF SERVICES**

At no cost to the County, the Contractor shall install, design, operate, implement, maintain, repair and support a network-based Inmate Telephone System (ITS) with a self-funding fee structure as follows:

### **I. Education Programs**

- A. The Contractor shall provide all educational programs and resources via tablets as described in Attachment B: Item # 1: Education Programs. The educational programs shall be for GED, certifications, associate, and bachelor's degrees. The education programs shall also provide legal materials for a virtual law library via tablets. The programs must meet the following requirements:
  - 1. Bachelor's and Associate degree programs must be accredited by one of the six regional accreditation organizations recognized by the United States Department of Education and the Council for Higher Education Accreditation (CHEA).
  - 2. The Contractor must offer degree programs that are delivered by an Institute of Higher Education (IHE) recognized by the Department of Education to participate in Pell Experimental Sites Initiative.
  - 3. The educational program(s) must have no minimum class enrollment.
  - 4. The educational program(s) must have ongoing rolling admissions.
  - 5. The educational program(s) must allow asynchronous class structures with pre-recorded lectures to allow inmates to work on the degree program at their own pace/availability.
  - 6. The educational program(s) must allow inmates to complete classes they are enrolled in after being released from custody if this occurs while registered in the program.
- B. The Contractor shall provide on-site comprehensive administration support for the following financial aid components to ensure that the course is no cost to the inmate:
  - 1. Free Application for Federal Student Aid (FAFSA)
  - 2. Pell Grants (Standard Pell or Pell ESI)
  - 3. Registration/Enrollment for Certification and Degree programs

### **II. Entertainment**

- A. The Contractor shall provide tablets for rental of County-approved content, including but not limited to:
  - 1. Movies
  - 2. Television programming

3. Games
4. Music
5. E-Books/E-magazines
6. News

### **III. Infrastructure, Network and Facilities**

- A. Within ten business days after contract award, the Contractor shall review the current County ITS infrastructure in order to revise all preliminary network and system design documentation to be specific to the Detention Facility. The network and system and system design shall be approved by the County prior to implementation. Any future updates to network and system design documentation shall require County approval 10 business days prior to implementation of any network and system modifications.
  1. The Contractor shall provide detailed network and port information on how tablets communicate with servers and what network/internet access servers and tablets require.
  2. The contractor will provide a detailed plan for all wireless (WiFi) network access and describe how the wireless access shall operate in the presence of other WiFi networks on the property.
- B. The Contractor shall provide all construction services to support all hardware and software for the ITS, including phones, tablets, kiosks and tablet charging stations in the Arlington County Detention Facility. This includes any and all costs associated with ground penetrating radar (GPR) scanning associated with core drilling and consultation with structural engineers.
  1. The Contractor shall obtain written permission from the County Project Officer and the County's Department of Technology Services prior to utilizing or modifying any existing conduit, raceways, cable, wiring, switches or terminals within the facilities. The County reserves the right to review, approve and modify designs as needed to meet County requirements.
  2. The Contractor shall install, provide and configure all hardware and software for the ITS to enable inmates to complete, without limitation, local, long distance and/or international collect, pre-paid collect, debit and free calls as well as visitation sessions.
  3. The Contractor shall power all telephone equipment by the telephone line, must not require an additional power source and shall have an Uninterruptible Power Supply ("UPS") back-up. A telephone power source may be available at the demarcation location, subject to approval by County personnel.
    - a. The UPS back-up power shall power the telephone system for a minimum of twenty (20) minutes in the event of a power outage.



4. The Contractor shall assess, provide, install, maintain, replace and continually upgrade adequate surge, grounding, lightning, and general electrical components related to protection of equipment for all hardware and supporting infrastructure for the ITS.
5. The Contractor shall not permit any exposed wiring. Any wiring or conduit installed under the Agreement by the Contractor shall become the County's property upon termination and/or expiration of the Agreement.
6. The Contractor shall obtain the County's written approval before making any physical changes to the Detention facility, such as drilling into walls, floors, ceilings or any other portion of the facility.
7. Contractor shall use new cables and mark the cables clearly and legibly at both ends. All installations must meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial buildings and must be approved by the County's Department of Technology Services personnel.

#### **IV. Hardware**

##### **A. Telephone Sets**

The Contractor shall provide telephone sets and detailed specifications for all phone products that will be a part of the ITS. The telephone sets shall be/have:

1. Stainless steel
2. Non-Coin Operation
3. Shockproof keypads
4. Waterproof
5. Fireproof
6. Vandal and Tamper resistant
7. Feature Dual-Tone Multi-Frequency (DTMF) dialing

The telephone handsets:

1. Must be of heavy duty construction
2. Must not have removable parts
3. Must be hearing aid compatible
4. Must have a cord that is armored with stainless steel

The cord length for the inmate and visitation telephones shall comply with Agency standards of no more than 14 inches in the Booking and Processing areas and no more than 18 inches in all other areas of the Detention Facility.

The Contractor shall provide one (1) Telecommunications Device for the Deaf (TDD) telephone and port where the current TDD telephone exists. The Contractor shall detail how the TDD telephone will work with the proposed ITS, including how the ITS will store the translation of the call.

The Contractor shall provide documentation on all cleaning or sanitization procedures that must be followed by the County for telephones.

The County shall have the ongoing right to review, approve or request changes to telephone model offerings as needed.

**B. *Tablets***

The Contractor shall initially provide a minimum of ten (10) tablets per housing unit and mobile carts or charging stations. The Contractor shall increase the number of tablets to a 1:1 inmate ratio within 30 days of a request by the County. At all times, the Contractor must ensure that equipment and other resources are sufficient to support the number of available tablets.

The tablet housings shall be tamper-proof, waterproof, shatter resistant, shockproof, and clear/transparent. The tablets must:

- have the ability to securely connect to Wireless Access Points (WAPs) that are part of the ITS.
- have Radio-Frequency Identification (RFID) or other similar technology that enables tracking location of a tablet within the facility with a high degree of accuracy (within 2 feet).
- have a minimum battery life of eight (8) hours with high-processing applications such as video.

The Contractor shall provide documentation on all cleaning or sanitization procedures that must be followed for tablet devices.

**C. *Kiosks***

The Contractor shall provide video visitation kiosk products as part of the ITS. Kiosks shall be manufactured for a correctional environment, removable, upgradeable, and must not contain removeable parts. Kiosks must be tamperproof, waterproof, shatter resistant, and shockproof. The Contractor shall provide documentation on all cleaning or sanitization procedures that must be followed for kiosks.

**D. *Video Visitation***

The Contractor shall provide all hardware for the video visitation and documentation on all cleaning or sanitation procedures that must be followed.

**V. *Software Functionality and Services***

**A. *Telephones***

1. The Contractor-provided ITS shall allow inmates to make the following types of calls:
  - a. Collect
  - b. Pre-paid collect
  - c. Debit
  - d. International collect calling,
  - e. Free calling to specific services or telephone numbers as specified by the County (e.g., Prison Rape Elimination Act (PREA) Hotline)
  - f. Free visitation phones (for onsite visitation)

2. The ITS shall allow free calls for designated inmate telephones and allow the County to credit an inmate account with free calls at its discretion. Free calls will require an inmate to enter a Personal Identification Number (PIN) to place a call. All free calls shall be recorded, except for any calls that are legally protected.
3. The Contractor shall allow the inmate to track his or her account balance via the housing unit kiosks and/or the tablets.
4. The Contractor-provided ITS user software shall allow the County to query the Call History for inmate activities and calling patterns. The ITS user software shall allow the following search criteria and filters to be applied to the Call History queries:
  - a. Inmate Name (First, Last);
  - b. Inmate PIN;
  - c. Date Range (Start Date/Time and End Date/Time);
  - d. Called Number;
  - e. Originating Number;
  - f. Station Name;
  - g. Call Type;
  - h. Bill Type;
  - i. Duration (minimum and maximum);
  - j. Flagged Calls;
  - k. Monitored Calls;
  - l. Completion Type;
  - m. Call Jurisdiction;
  - n. Pre-Paid Card ID Number;
  - o. Visitation Phone(s); and
  - p. Custom Search.
5. The ITS shall retain all audio recordings online for the entire contract period, including any extensions, plus one year beyond termination of the contract.
6. The ITS may allow inmates to send short duration messages (voicemail) to called parties provided that all messages are recorded and stored for investigative purposes within the ITS.

**B. *Tablets***

1. The Contractor must provide a detailed inventory management process for the tablets.
2. The Contractor shall allow the County to customize the services and applications that will be offered on the tablets.
3. The County must be able to terminate specific applications or services running on the Tablets through a remote interface.
4. Tablets must be able to be powered down remotely by County personnel.

5. The County must be able to update and reset the configuration on tablets remotely, without needing to touch each one.
6. Tablets must not allow inmate-to-inmate communication.
7. Tablets must allow inmate communication with people on a pre-approved list.
8. Tablets must allow distribution by the County to inmates of authorized announcements, content and documentation.
9. Tablets must have accessibility technology for inmates with disabilities.
10. Tablets must have the ability to be assigned to a specific inmate and must be able to be reassigned to different inmates after each use.
11. Inmate media and application rentals must be tracked via individual inmate login and not to a specific tablet, ensuring that if tablets are reassigned the inmate's purchase history is not lost.
12. The County must be able to review and approve Tablet content, including but not limited to movies, music, and eBooks.
13. Tablets must have access to educational resources and programs as listed in Attachment B: Item # 1: Education Programs.
14. The Contractor must allow the American Sign Language (ASL) translation application to be installed on the tablets.
15. The County must approve the network security configurations on the tablets prior to deployment.
16. Tablets running a Windows Operating System (OS) must have anti-virus software installed. This is not relevant for Android or iPhone Operating System (iOS).
17. Tablets running a Windows OS must have anti-malware software installed. This is not relevant for Android or iOS.
18. Tablets must be able to be managed by a Mobile Device Manager (MDM), either within the ITS or by the County's Microsoft InTune MDM.
19. The Contractor shall manage tablet repair and provide a description of the repair process to the County.

C. *Interfaces*

The ITS shall interface with critical software as follows:

1. The ITS shall interface with the inmate commissary accounting system.

2. The ITS shall interface with the County's Criminal Justice Records Management System (CJ RMS).
  - a. Personal Identification Number (PIN) data shall be ingested via a one-way transfer from the CJ RMS.
  - b. The Inmate Booking Number shall be ingested via a one-way transfer from the CJ RMS.
3. If possible, the County may elect to have the ITS interface with the inmate medical system.
4. The Contractor shall absorb all costs to interface with the commissary provider.
5. The Contractor shall absorb all costs to interface with the CJ RMS provider.

D. *Video Visitation and Visitation Scheduling*

The Contractor shall provide a video visitation service and visitation scheduling as part of the ITS.

1. Video visitation options shall include:
  - a. Remote video visitation
  - b. On-site video visitation
2. Access options for families for video visitation shall include:
  - a. Web portal access
  - b. Android Mobile Application access
  - c. iOS Mobile Application access
3. Scheduling video and on-site visitation shall be available via:
  - a. A web portal
  - b. A kiosk located in the lobby
  - c. An app for Android
  - d. An app for iOS
  - e. Assistance from an on-site staff member
4. The visitation scheduling software must:
  - a. Allow customizable time blocks within schedules
  - b. Allow customizable scheduling
  - c. Have the ability to send a notification to a single visitor, or to all scheduled visitors, via one or more methods: text, email, mobile app or automated phone call.
5. All video and on-site visitation sessions must be able to be recorded by the ITS.
6. All video visitation sessions must be able to be monitored in real-time by the County.
7. The Contractor shall provide a method for the County to disable the recording function in the event of a privileged visit.

E. *Hotlines and Virginia State and Local Law Requirements*

1. For all Inmate telecommunications services, the Contractor shall comply with all relevant Virginia law at all times for the life of the contract.
2. The Contractor shall work with the County to implement a reporting line that complies with the Prison Rape Elimination Act (“PREA”) of 2003. At a minimum, Contractor shall:
  - a. Route free calls via the ITS to a destination or voicemail box designated by the County.
  - b. Allow inmates to place PREA calls or leave PREA hotline messages anonymously.
3. The Contractor shall work with the County to implement up to five internal hotlines (e.g., Crimestoppers) as needed and provide a voicemail box on the inmate voicemail system dedicated for each hotline to which the calls will be routed as free.

F. *Software Access Control*

1. The Contractor’s ITS user (Staff) application shall at a minimum allow:
  - a. The creation, modification and deactivation of user accounts
  - b. The creation and modification of access control groups for user accounts
  - c. Login credential authentication to the County’s Microsoft Active Directory via Azure Active Directory (Azure AD)
  - d. The creation, modification and deactivation of inmate accounts
  - e. The creation and modification of telephone numbers in the ITS
  - f. Assignment of inmates or an inmate type to a jurisdiction inmate telephone or a group of inmate telephones
  - g. Locate and access specific recordings by utilizing a unique recording/call identifier
  - h. Blocking/unblocking telephone numbers without the assistance of the Contractor
  - i. An alert function to 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
  - j. The capability to log all activity in the ITS for auditing purposes

2. *Telephone Access Control*

- a. The ITS shall prohibit:
  - Direct-dialed calls of any type
  - Access to a live operator for any type of calls
  - Access to “411” and “311” information services
  - Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services
  - Access to multiple long-distance carriers via 950, 800 and 10 10-XXX numbers
  - Call collision or conference calling among telephone numbers
- b. The ITS shall have the ability to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other

telephones or telephone group(s). The County must be able to shut down the ITS via a workstation, the ITS user application and by cut-off switches at several locations including, but not limited to:

- Demarcation location
- Central control
- By housing unit(s)
- County-specified workstations

- c. The Contractor shall provide a detailed explanation of the information displayed on the called party's caller ID each time a call from the facility is placed (e.g. unknown number, the Contractor's customer service number, Automatic Number Identification ("ANI"), etc.). 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.
- d. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency ("DTMF") confirmation ("positive acceptance"). The ITS shall allow the called party to block their telephone number during the call acceptance process from the specific inmate or all calls from the detention center. The ITS shall also have DTMF analytics with the capability to collect all digits pressed at any point during the call separated by caller and called party. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- e. The County shall be able to configure the ITS to allow calls to specific numbers only on certain days and during specific periods on a given days. The ITS also shall have the ability to:
  - Limit the length of a call to an County-specified time
  - Provide service at specified times of the day
  - Allow a maximum number of calls per inmate, per month
  - Set limitations that may vary per housing unit
  - Allow the housing unit deputy to turn off the phones for their housing unit from the ITS application at their station
- f. The ITS shall have remote call forwarding and three-way call detection with the ability to auto-terminate or flag the call in the call record. The ITS shall be capable of recognizing and distinguishing the following:
  - Standard or irregular busy signals
  - Standard or irregular ringing signals
  - Answering machines
  - Digital voicemail
  - Cellular telephones
  - Ring-back tones
- g. The Contractor shall indicate whether the ITS can be configured to do either of the following after the inmate completes the dialing sequence:

- Allow inmates to remain muted while still being able to hear the call progress, such as ringing on the line, voicemail pickup, etc.
  - Place the inmate on-hold and not permit the inmate to hear the call progress.
- h. With each call, the ITS must provide an automated message to advise the called party that:
    - The call is coming from a correctional facility
    - The call is coming from a specific inmate
    - The call may be monitored and recorded
  - i. The ITS shall have the capability to broadcast a general message during phone call.
  - j. With each call, the ITS must clearly identify the type of call being placed to the called party; collect, debit, free, etc. This recording must be free of any charges.
  - k. For calls that are not completed, the ITS shall place a recorded message to the inmate detailing why the call was not accepted.
  - l. The ITS shall process calls on a selective bilingual basis, by which the inmate can select to conduct the call in English or Spanish at the time of call initiation.
  - m. The ITS shall be capable of programing specific speed dial codes to selected telephone numbers as determined by the County.
  - n. The ITS must have voice biometric technology capability and related analysis tools and capabilities. The voice biometric technology must be an integrated part of the call processing system and be able to analyze voice throughout the length of the call. The voice biometric technology must have been integrated into the ITS for more than two years.
3. *Personal Identification Numbers (PINs)*
    - a. Upon booking, inmates are generated a 7 digit “jacket” number (inmate ID) via the CJRMS . The same inmate ID is assigned to an inmate if re-booked at a later date. The ITS must also be able to assign that same inmate ID to the inmate each time they are booked .
    - b. The ITS must be capable of accepting a numeric PIN between 6 – 14 digits long.
    - c. The ITS must be capable of accepting a bulk data import of existing PIN information from the incumbent ITS.
    - d. The ITS must be capable of providing PINs in the ITS immediately upon booking.
    - e. The ITS shall allow inmates to use PINs to complete calls and must include all of the following features and functionalities:



- The capability to provide collect, pre-paid, debit, free and speed dial calling utilizing a PIN
  - The capability to receive, accept and apply or remove alphanumeric characters in an inmate's ID
  - The capability to accommodate any of the following options for how PINs are received and/or generated by the ITS:
    - Correction Management System (CMS) and/or commissary generates and sends an inmate ID to the ITS. 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.
    - CMS and/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.
    - CMS and/or commissary generates and sends the complete PIN to the ITS. The ITS stores the complete PIN.
    - Acceptance of a manually entered PIN.
- f. The interface between the CMS or commissary and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the CMS (e.g. newly booked, transferred, released, etc.) or commissary.
  - g. Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any inmate telephone located at the Facility.
  - h. The ITS must be capable of documenting the date and time when an individual PIN was added or modified in the ITS and the user making the change.
  - i. The ITS must be capable of deactivating a PIN upon an inmate's release and assigning a new PIN if the inmate reenters the facility at a future date.
  - j. The ITS must have the capability to automatically build and store a set quantity of approved telephone numbers and Personal Allowed Numbers ("PANs") associated with each PIN. The County may choose whether to implement PANs.
  - k. The County must have the ability to configure the quantity of approved telephone numbers within a PAN by inmate or PIN, at the County's election.
  - l. The Contractor must indicate whether the quantity of approved telephone numbers within a PAN can be configured by PIN.
  - m. The ITS must be capable of storing the following information (at a minimum) for each telephone number on the PAN:
    - Telephone number
    - Called party name
    - Called party address
    - History of calls by inmate

- History of calls by location

G. *Monitoring and Investigations*

1. The ITS must have the capability to monitor and record all inmate and visitation calls from all ITS telephones and video visitation kiosks within the Detention Facility unless there are restrictions that prohibit the recording and monitoring of certain calls, such as attorney-client privilege. The ITS shall allow for the disabling of the recording feature for the restricted calls.
2. When a recording of a telephone or video call is disabled by a staff member, there must be a mandatory field to log the reason the recording was disabled.
3. All telephone call recordings shall be retained and reviewable in the ITS for the life of the contract plus one year. The ITS must retain all video recordings for a minimum of one year after the date of the recording.
4. The ITS must allow authorized users to access all Call Detail Reports (CDRs) and all call and video recordings from all authorized computers, based on the user's access level. The ITS shall allow designated users to play back on authorized computers both recorded calls and videos and in-progress calls and videos (live monitoring) via the ITS user application without the need to download third-party software.
5. The ITS shall have simultaneous playback and continuous recording of calls, video and visits.
6. The ITS must allow users to continue to use the interface to search information:
  - a. while listening to a live call
  - b. while listening to a recorded call
  - c. while reviewing live video
  - d. while reviewing recorded video
7. The ITS must allow users to accelerate the playback of call and video recordings to at least 1.5 times.
8. The ITS must allow authorized users to review and add annotation to call and video records.
9. The ITS must allow live monitoring so that users can view, at a minimum, the following information in chronological order. The Contractor must indicate to the County if 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:
  - a. Call Duration
  - b. Language Type
  - c. Phone Location Name
  - d. Inmate Name
  - e. Inmate PIN
  - f. Called Number

- g. Call Status
  - h. Alerts
  - i. Notes
10. The ITS must 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.
  11. At a minimum, the Contractor must provide the County with the detailed information on the following ITS alerts, if available..
    - a. Email
    - b. Short Message Service (SMS) Text
    - c. ITS system notification
    - d. Other alert methods
  12. The ITS user application must transfer, copy and export recordings with no loss in quality and must be capable of placing an audio and visual date/time stamp with the recording. The Contractor must provide a detailed description of the process for transferring, copying and exporting recordings.
  13. The ITS must 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.
  14. The ITS must have pattern tracking analytics that have the ability to:
    - a. Identify inmates that called a specific destination phone number
    - b. Link inmates that have called the same destination number
    - c. Associate calls to the same destination number to:
      - i. Specific Dates and Times
      - ii. Specific housing units
      - iii. List of inmates
  15. When retrieving information on a specific inmate, the ITS must have a dashboard displaying a summary of at least the following:
    - a. Phone numbers called
    - b. Frequency with which each number was called
    - c. Links to other inmates calling the same number
  16. The County must be able to search the ITS by:
    - a. Inmate name (last, first)
    - b. Inmate ID
    - c. Destinate phone number
    - d. Date range
    - e. Time frame within a specific date range
    - f. Housing Unit
    - g. Specific facility phone identifier/name

17. The ITS must enable the County to analyze calls and automatically alert County investigators on the use of specific words on a watch list (ex: "bomb", "escape").
18. The ITS must have the ability to alert a County investigator when:
  - a. an inmate calls a specific number
  - b. a call to a specific number is taking place live
  - c. a call is completed (delayed notification)
  - d. a specific inmate makes any phone call
19. Upon system alert, the ITS must send the County investigator a direct link to the call.

## **VI. Reporting**

- A. The Contractor shall list and provide examples of all available reports in the ITS.
- B. All Call Detail Reports (CDR), including all attempted and completed calls, must be stored online for contract term and for a minimum period of 1 year following the expiration or termination of the Agreement.
- C. The Contractor must disburse monthly traffic CDRs to the County, preferably in Excel or .csv format. CDRs shall also be available via web-based reporting on a real-time and exportable format basis.
- D. The Contractor shall provide detailed reports showing the following:
  1. Local Call, Minutes, Gross Call Revenue and Commission
  2. IntraLATA/IntraState Call, Minutes, Gross Call Revenue and Commission
  3. InterLATA/IntraState Calls, Minutes, Gross Call Revenue and Commission
  4. IntraLATA/InterState Calls, Minutes, Gross Call Revenue and Commission
  5. InterLATA/InterState Calls, Minutes, Gross Call Revenue and Commission
  6. International Calls, Minutes, Gross Call Revenue and Commission
  7. Commission Rate (%)
  8. Total Calls, Minutes, Gross Call Revenue and Commission Amount
  9. Traffic Period and Dates
- E. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
  1. Call Statistics by Date Range
  2. Frequently Called Numbers
  3. Frequently Used Personal Identification Numbers
  4. Commonly Called Number
  5. Call Detail Report
  6. Gross Revenue Report by Date Range
  7. Called Party/Number Accepting Report
  8. Dialed Digit Collection on both caller and called party
  9. Total Calls
  10. Calling List (PAN) Report
  11. Pre-Paid Card Report
  12. Debit Usage Report
  13. Debit Balance and Funding Report

- 14. Pre-Paid Card Balance Report
- 15. Bill and Call Type Distribution
- 16. Phone Usage
- 17. Reverse Look-Up
- 18. User Audit Trail

- F. The ITS shall have the capability to customize reports in a form mutually agreed upon by the County and the Contractor.
- G. The ITS must allow all reports to be exported in a format selected by the County (.csv, PDF, Microsoft Excel 2016 or newer, etc.).

**VII. Installation and Implementation**

- A. The Contractor shall install the quantity of equipment as agreed and required by the County. All equipment provided must be fully operational at the time of the initial installation. The Contractor shall:
  - 1. Install all equipment and software in accordance with the County's direction and the manufacturer's specifications.
  - 2. Indicate any environmental conditions required for the proposed ITS and whether the Contractor proposes to make any changes to the telephone room at the Facility based on the site evaluation. This shall be submitted with the network design document.
  - 3. Install all ITS equipment during normal Business Hours or at times otherwise specified by the County.
  - 4. Clean up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the County, no equipment, inventory or spare parts shall be stored by Contractor at the Facility after the work is completed.
  - 5. Adhere to the County's Network Infrastructure Standards for installation of all network equipment and cabling (reference Attachment C).
  - 6. 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. Repair any damage to the County's property caused by the installation or maintenance of the ITS, including but not limited to repairs to walls and ceilings.
- B. For initial system implementation and all future non-emergency changes to System software involving custom interfaces, configuration or custom enhancements, the Contractor must adhere to the following three-step Software Change Control Methodology (SCCM). In the event of an emergency where time is critical, it shall be at the sole discretion of the County's System Administrator or Public Safety Information

Technology (PSIT) personnel to authorize emergency work to be performed without using the SCCM.

#### **Step 1: Requirements Development**

1. Review of features, changes and requirements with PSIT. Only items approved by the County Project Officer shall be included in requirements documentation.
2. Preparation of requirements documentation, to include:
  - a. Detailed descriptions of the required features
  - b. User Interface and User Design (UI/UX)
    - i. Screenshots of all impacted menus, screens and reports
    - ii. Written summary of impacts to any business processes
  - c. Data
    - i. Entity Relationship Diagram (ERD) changes, if applicable
    - ii. List of all affected data types and element changes, if applicable
    - iii. Applicability shall be determined by the County Project Officer

#### **Step 2: Design & Approval**

1. Review of Requirements Documentation (RD) with County stakeholders
2. Submission of completed requirements documentation to the County Project Officer for review
3. Provision of Level of Effort (LOE) based on requirements. (All LOE's shall have a Not to Exceed (NTE) clause measured in hours to ensure accuracy in estimating.) RD must be accepted and approved by the County Project Officer in writing before the Contractor performs any programming or changes.

#### **Step 3: Acceptance Testing**

The County requires three types of acceptance tests: functional, performance and reliability. Acceptance tests will be conducted first on each System component (i.e., telephones, tablets, investigative software) independently. Upon acceptance of all System components, a final set of functional, performance and reliability tests will be performed on the integrated System to ensure that all components work together as intended and at the contracted performance levels. Errors will be classified and attended to according to the following Error Severity Level designations:

1. **Level 1 Error** —System or component does not function while the System is online. Issue affects multiple users, critical operations and/or database functionality. Once the problem is resolved, a new acceptance test period will begin. System will not be accepted until the problem is resolved and the System operates for 30 consecutive calendar days without a Level 1 or Level 2 Error.
2. **Level 2 Error** — System or component may be turned live, but a component does not work properly. Productive use of the affected application or module is compromised, and a procedural workaround is not available. System will not be accepted until the problem is resolved and system operates for 30 consecutive calendar days without a Level 1 or Level 2 Error.

3. **Level 3 Error** — System or component may be turned live, but a component does not work properly. Productive use of the affected application or component is not significantly impacted and a procedural work-around is available. If the error is not fixed within the 30-calendar-day acceptance test period, the acceptance test period will be delayed until a mutually established time.
4. **Level 4 Error** — System or component may be turned live but contains minor errors that do not impact productive use of the affected application or module. System or component will be accepted.

The County will notify the Contractor of the successful completion of each test.

C. *Acceptance Testing: Functional Requirements*

The County will confirm all System functionality prior to final system acceptance. Each specific System function agreed to as part of the final Contract must be tested and tracked from original documentation by the Contractor. The Contractor is required to document that the final System design, acceptance test plan, and System documentation includes each RFP requirement. During the functional acceptance test, the Contractor will demonstrate the operation of each proposed or required feature, function, and interface in a live environment based on the test plan that the County must approve prior to contract approval. Should any feature, function, or interface fail, the Contractor will resolve the problem based on the Error Severity Level.

D. *Acceptance Testing: Reliability Requirements*

1. The purpose of the Reliability Test, as part of the overall System acceptance requirements, is to demonstrate the operational capability and reliability of the System and System Components.
2. The Reliability Test will be conducted at the successful implementation of each System Component and again when all System Components have been successfully implemented for the designated period.
3. In order to complete the Reliability Test successfully the following must occur:
  - i. All Systems and System Components must demonstrate full availability for 30 consecutive calendar days.
  - ii. Should any System or System Component fail three times during the testing phase, the Contractor will replace the failing System or System Component, without charge to the County.
  - iii. System and System Component performance will continue to meet the Functional requirements of the Contract, as tested or verified by County personnel at any time.
  - iv. System and System Component performance will continue to meet the Performance requirements of the Contract, as tested or verified by County personnel at any time.
4. If the System or any System Component falls below the required availability mark, the Reliability Test will be stopped. At this time the Contractor should correct any

deficiencies in preparation for a retest. If the deficiencies are of such severity that the retest cannot be initiated within 15 calendar days of the initial failure, the Contractor will be required to implement a correction plan that details the reason for the failure and proposed correction.

5. The Contractor will have three opportunities to complete the Reliability Test over a period of 90 calendar days. If the Contractor fails to successfully complete the test in this time period, then, the County may elect to terminate the Contract, as specified in the Terms and Conditions.

#### **VIII. Training and Software Documentation**

- A. The Contractor shall submit a plan for County approval detailing the training provided for Administrators, Investigators, line staff, inmates and the families and friends of inmates.
- B. The Contractor shall include initial and annual training in the self-funding structure of the ITS as follows:
  1. Upon completion of the on-site testing, and training of County personnel, and successful completion of acceptance, performance, and reliability testing, the County will initiate, with the support of the Contractor, the initial rollout of the System. The Contractor shall assist the County by providing training materials, support and consultation with both project and training managers on-site for the first five days of the roll-out and training.
  2. The Contractor shall provide comprehensive, hands-on training for up to five County system administrators.
  3. The Contractor shall train County personnel prior to the ITS going live and annually. Training must be firsthand online or in-person, and must not use the train-the-trainer model.
    - a. Comprehensive training shall be held for investigators on the ITS's investigative tools for evidential preservation.
  4. The Contractor shall provide web-based training materials for family and friends of inmates on how to schedule video and in-person visits, how to use the video visitation system and how to send messages to inmates.
  5. The Contractor shall provide to inmates, via tablet and PDF, training materials on all products and services available to inmates, including any future products at time of their release. This includes, but is not limited to, how to make calls (including attorney and hotline calls), use video visitation, rent media and engage in education and certification programs.
- C. *Software Documentation*
  1. The Offeror shall provide a digital copy of the following Software Documentation at the beginning of the project implementation.
    1. User Manual



- i. A digital copy of the User Manual shall be provided prior to the initiation of the 30-day reliability period.
  - ii. Due to the nature of the ITS application, the Contractor will provide an electronic version of the User Manual for the County to update, incorporate policy, agency specific information, etc.
- 2. Administrator Manual
  - a. A digital copy of the Administrator Manual shall be provided prior to the initiation of the 30-day reliability period.
  - b. Due to the nature of the ITS application, the Offeror will provide an electronic version of the Administrator Manual for the County to update, incorporate policy, agency specific information, etc.
- 3. Release Notes and Updates
  - a. Release notes and announcements shall be provided for every new release of software within 10 business days.
  - b. Updates to the User and Administrator manuals must be provided 10 business days prior to production implementation of software updates and new releases.

## **IX. Maintenance and System Lifecycle**

### **A. General Support**

- 1. The Contractor shall provide 24/7/365 technical support to County staff and network operations center monitoring for all portions of the ITS. The Contractor shall provide to the County the process for submitting trouble tickets and the process for escalating and resolving issues.
- 2. The Contractor shall ensure continuous diagnostics and supervision for the ITS. If a problem exists with the ITS, the Contractor shall perform remote diagnostics. All maintenance required to maintain the System at 99.9995 % availability, based on the formula described under the definition of System Availability, will be on a schedule to be documented within the annual maintenance report and provided to the County by the Contractor.
- 3. All scheduled system maintenance shall be coordinated in advance with the County with a minimum of a five-business-day notice for routine maintenance. All break-fix maintenance shall be approved by County Public Safety Information Technology (PSIT) and the System Administrator prior to deployment, in accordance with Software Change Control Methodology (SCCM).
- 4. The Contractor shall coordinate a monthly inspection of all ITS devices in the Detention Facility with the County. The Contractor shall replace or repair any equipment as necessary on the same day as the monthly inspection.

### **B. Hardware**

- 1. All equipment that the Contractor provides for installation at the Facility must be new and completely operational. The Contractor shall replace parts in the equipment on an ongoing basis as necessary.

2. The Contractor must repair and maintain all Contractor-provided equipment, hardware, infrastructure, wiring and cable work and any other physical items required to support the ITS throughout the Facility.
3. The Contractor is responsible to update security patching associated with all hardware within one day of release for critical patches (Common Vulnerabilities and Exposures (CVE) Common Vulnerabilities and Exposures scores higher than 8.0), within 3 days for patches of high level (CVE score in the 6-8 range), within one month for medium level (CVE score of 4-6) and within one month or upon written justification for why patching is not being resolved for Low (CVE score of 1-4). Information on CVE is referenced at <https://nvd.nist.gov>.
4. The Contractor shall perform all hardware updates and patching in coordination with designated County personnel to ensure optimal working order of the System.
5. The Contractor shall provide a register of all hardware, its purpose and detailed versioning as part of records required to maintain optimal working order of the System.
6. All Contractor-provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the responsibility of Contractor.
7. All equipment shall comply with Part 68 [Federal Communications Commission \(FCC\) Rules](#) and meet or exceed all applicable codes and standards for installation and service.

C. *Software*

1. The Contractor shall provide software maintenance for the ITS, including but not limited to:
  - a. Upgrades, including new releases
  - b. Remediation of bugs or defects
2. The Contractor is responsible to update security patching associated with all software within one day of release for critical patches (Common Vulnerabilities and Exposures (CVE) scores higher than 8.0), within 3 days for patches of high level (CVE score in the 6-8 range), within one month for medium level (CVE score of 4-6) and one month or upon written justification for why patching is not being resolved for Low (CVE score of 1-4). Information on CVE is referenced at <https://nvd.nist.gov>.
3. The Contractor is responsible for notifying the County of any breach in security within 24 hours and advising the County of actions taken and plan of remediation.
4. The Contractor shall install a County-approved anti-virus software.
5. The Contractor shall have any local server installation approved by the County's Department of Technology Services (DTS) and have it subject to a security review. The County Project Officer shall submit Contractor's installation request to DTS.

6. The Contractor shall perform all updates and patching in coordination with designated County personnel to ensure optimal working order of the System.
7. The Contractor shall provide a register of all software, its purpose and detailed versioning as part of records required to maintain optimal working order of the System.
8. Administration of patching and updates of servers must include at a minimum:
  - a. Active research and monitoring of patches impacting all servers and software relied upon by the System
  - b. Testing before deployment of any patches or update installations
  - c. Debugging and troubleshooting any issues related to patching and updates of servers
9. The Contractor must provide a detailed description of its proposed method for storing telephone and video recordings, to include information on the Contractor's data redundancy practices.
10. The Contractor shall maintain geographically diverse backups of all configurations at a warm or hot site back-up site for failover in the event of catastrophic failure of the existing System. The Contractor shall ensure that a backup is taken before any configuration change to the software, to ensure no impact to County operations when performing updates to configurations.
11. The provision of remote access must allow the County, or County-credentialed outside users, the same features and functionalities permitted by the user's level of access on web-enabled computers, laptops, tablets and smart phones.
12. The Contractor shall provide custom interfaces and software configuration for required third-party software systems and shall continue to ensure the functioning of these systems with new releases of Contractor software.

D. *ITS Equipment Refreshment*

1. ITS equipment shall be refreshed and replaced as follows:

ITS Equipment	Mandatory Refreshment Schedule	Notes for Refreshment Requirement
Tablets	Refreshed every 2 years	Individual charging cables shall be replaced with new ones, if applicable.  Charging stations shall be updated or replaced if the hardware requires it.
Telephone	Replaced on an as-needed basis as determined by the County	
ITS Network Equipment	Refreshed a minimum of every 5 years	
ITS WAP Equipment	Refreshed a minimum of every 5 years	

Kiosks	Refreshed a minimum of every 5 years	
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E. *Quality of Service and Risks*

1. The Contractor shall document user-oriented measures of telecommunication quality, which must adhere to the [Telecommunications Industry Association \(TIA\)/American National Standards Institute \(ANSI\) Standards](#), including but not limited to:
  - i. TR-41 Performance and Accessibility for Communications Products
  - ii. TR-42 Telecommunications Cabling Systems
  - iii. TR-45 Mobile and Point-to-Point Communications Standards
2. The Contractor shall adhere to relevant standards for audio and video communication, including but not limited to [International Organization for Standardization \(IOS\)](#): ICS 35.040.40 and related standards.
3. The Contractor shall comply with all relevant data center standards including but not limited to ANSI/TIA-942 standards. The Contractor shall document completion and compliance to the following for data centers:
  - a. [Statement on Standards for Attestation Engagements \(SSAE\) 18](#)
    - i. Service Organizational Control 1 Type I Report
    - ii. Service Organizational Control 1 Type II Report
    - iii. Service Organizational Control 2 Report
4. The Contractor shall provide a detailed description of risk mitigation and disaster recovery architecture for the ITS as well as continuity of operations plans.
  - a. The Contractor shall utilize, at a minimum, as part of commercial disaster recovery services, one completely redundant system running in parallel (warm or hot site) in a geographically diverse location from the production environment, for call processing and redundancy, in alignment with best practices for business continuity and disaster recovery.
  - b. Contractor shall have a sufficient number of lines, ports, channels, etc. to ensure inmates are allowed to place calls 99.9995% of the time.
  - c. The Contractor shall provide Recovery Time Objectives and Recovery Point Objectives in the event of catastrophic failure of primary and/or secondary systems.
  - d. The Contractor shall provide a document detailing its Service Level Agreements for triage and resolution timelines for reported issues.

**X. Fees, Payments, Invoices and Commissions**

A. *Contractor Payments, Invoices, Commissions, and Late Fees*

1. The Contractor must disburse monthly commission payments to the County, as detailed in this section.
2. Commission discrepancies shall be resolved by Contractor to the County's satisfaction within thirty days of receipt of a discrepancy notification from the County. If not resolved satisfactorily, such discrepancies will be subject to late charges described below.

3. The Contractor shall pay a commission to the County on all gross revenue generated by and through the ITS before any deduction. Gross revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of service for the ITS.
  - a. Gross Revenue shall not include:
    - i. 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 the Contractor to accept calls.
    - ii. 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.
    - iii. 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.
    - iv. Free calls. A free call is a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by the County or input into the ITS by the County shall not generate revenue or compensation for Contractor and shall not be commissionable to the County. Only numbers designated by the County on the free call list shall be marked as "Free" in the ITS and designated as such in the call detail records.
  - b. In the event that the Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in gross revenue and commissionable to the County.
  - c. The Contractor shall deem a call complete, and therefore include the charge in gross revenue, 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, Interactive Voice Response ("IVR"), etc. as passive acceptance). The call shall be deemed complete and commissionable regardless if Contractor can bill or collect revenue on the call.
  - d. The Contractor shall not bill any additional fees to any party who either initiates or receives any services through the ITS.
  - e. The Contractor shall not add any charges/fees to any party's bill without the express written consent of the County.
  - f. The County shall notify the Contractor of any unapproved additional fees and/or charges of which the County becomes aware of and shall request the Contractor to correct the error.
4. The Contractor is solely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates within this scope of work. This includes all taxes as applicable for collect, debit, pre-paid and any other calls or services provided.

5. The Contractor may, upon approval from the County, utilize the on-site commissary provider to distribute and charge for debit calling, provided there is a written agreement between the Contractor and the commissary provider regarding the form and manner of how the associated taxes are to be collected and remitted. In the event that the commissary provider collects and remits taxes for these debit transactions, the Contractor is solely responsible for obtaining a resale certificate and all proper documentation from the commissary provider. The Contractor's agreement with the commissary provider must address the requirements set forth in this section.
6. The Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to the County on the 15th day of each month for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.

**B. Fees**

1. Fees Charged by the Contractor
  - a. The Contractor shall charge the following telephone fees to inmates using the System. The fees shall be in compliance with state and federal laws and applicable regulations, including rates, single-payment products and all ancillary fee and transaction fee caps. The Contractor shall not increase these rates without the written approval the County. If the Contractor increases or decreases the rates without written approval of the County, the Contractor shall be responsible for paying commission on the Gross Revenue calculated by applying the rates prior to the unapproved change or increased rates.

Fee Description	Not to Exceed Rate
Collect, Pre-Paid Collect and Debit Calls	\$0.16 per minute for interstate calls*
Collect, Pre-Paid Collect, and Domestic International Calls using Debit	\$0.21 per minute
Collect, Pre-Paid Collect, and Debit International Call	\$0.25 per minute
Automated payment for Credit Card, Debit Card, and Bill Processing Fees	\$3.00 per use
Live Operator Service	\$5.95 per use
Paper Bill/Statement	\$2.00 per use
Third-Party Money Transmission (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts, etc.)	Shall be the exact fee from the Third-Party Provider billed to the customer without markup.

\*Based on FCC approved rates

- b. All telephone fees must comply with the Virginia Division of Public Utility Regulation and FCC regulations and be approved by the County prior to implementation. The County and the Contractor shall mutually agree on the

method for compensation associated with the additional charges/fees due to the County.

- c. All non-telephone fees shall remain consistent for each contract term.
- d. The Contractor shall provide a plan detailing how to reduce or eliminate rates and fees to inmates in the event of a major emergency, as defined by the County. A detailed pricing schedule for each type of service or fee must be included in the major emergency plan.
- e. The Contractor shall issue refunds to all overcharged inmates within five business days. A list of the issued credits shall be provided to the County as documentation. The County will not issue a refund of commission paid by the Contractor for unapproved rate increases. If Contractor is unable to issue refunds and/or provide the required documentation, the Contractor shall issue a payment to the County as a concession. The payment amount shall be in the amount of the Contractor's portion of the gross revenue generated from the overbilled services.
- f. The Contractor shall implement any rate adjustments requested by the County within 10 business days of the request, subject to regulatory approval.

2. Late Fees Charged to the Contractor

- a. Late commission payments, traffic detail reports, billing files, CDRs and/or reports not containing the required fields may be subject to the following late fees at the County's discretion.
  - i. Late charges for late commission payments may be equal to 5% per month of the commission due.
  - ii. Late charges for reporting, billing files, and CDRs may be equal to 5% per month of commission due for each late report.

## **VI. PROPOSAL REQUIREMENTS**

### **1. GENERAL**

FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION MAY BE CAUSE FOR REJECTION OF THE PROPOSAL. THE PROPOSAL FORM MUST BE SIGNED BY A PERSON LEGALLY AUTHORIZED TO BIND THE OFFEROR.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed, and must not exceed the stated page limitations. The proposal must be on 8 ½" x 11" paper, single-spaced, and the type size must not be less than 10-point.

Proposals and all documents related to this solicitation become the property of the County upon receipt.

### **2. PROPOSAL SUBMISSION**

The submitted Proposal Form must be signed and fully executed. The Proposal Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept responses after the close date and time. The County will not accept emailed or faxed proposals.

The Offeror name on the electronic proposal submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid response. **ONLY ELECTRONIC SUBMISSION IS ALLOWED. NO PROPOSAL SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Offeror. The Vendor Registry System will not accept applications after the publicly posted date and time. A proposal may be rejected if the Proposal Form is not signed in the designated space by a person authorized to legally bind the Offeror.

Proposals and all documents uploaded/submitted to Arlington County by an Offeror become the property of the County upon receipt.

The County may reject any proposal that modifies or supplements the solicitation requirements.

### **3. OFFEROR'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS**

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its proposal and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent inaccuracy or error in or omission from the solicitation documents.

If the successful Offeror is aware of such an error or omission and has not notified the County Purchasing Agent, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to the County.



**4. PROPOSAL STANDARDS**

Proposals submitted in response to this solicitation should be accurate and grammatically correct and should not contain spelling errors.

**5. EXPENSES INCURRED IN PREPARING PROPOSAL**

The County accepts no responsibility for any expense incurred by any Offeror in the preparation or presentation of a proposal or related in any way to an offer.

**6. PROPOSALS EVALUATION CRITERIA AND WEIGHTS**

The County will evaluate technical proposals that meet the above-stated requirements using the following criteria:

<b>Evaluation Criteria</b>	<b>Points</b>
Experience and Qualifications	15
Capability and Experience of Project Team	15
Project Approach and Understanding of Scope	20
Table of Conformance	40
Financial Proposal	10
<b>Total</b>	<b>100</b>

**7. PROPOSAL SUBMITTAL ELEMENTS**

The County will not evaluate proposals that do not contain all requested content. Each of the proposal elements should be provided in the order listed below.

**A. EXECUTED FORMS**

- a. Proposal Form: original as detailed above.
- b. Conflict of Interest Statement: included in the RFP document.
- c. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

**B. MANDATORY REQUIREMENTS**

The following requirements are mandatory. If the County concludes after its initial review of a submitted proposal that the Mandatory Requirements are not met, the proposal will be considered non-responsive and will not be evaluated further.

1. The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk. *Compliance with this mandatory requirement will be verified against the Offeror's exceptions, if any, to the County's draft Terms and Conditions.*
2. The Offeror must be able to comply with all requirements in Attachment B: Item # 1: Education Programs.
3. The Offeror must have provided Inmate Telephone systems with self-funding fee structures to Public Safety agencies for a minimum of 10 years.

4. The Offeror must have provided Tablet and Video Visitation services to Public Safety agencies for a minimum of 5 years.
5. The Offeror must have experience providing Inmate Telephone systems, Tablet and Video Visitation Services and networks in detention centers, based on a self-funding fee structure.

**C. EXPERIENCE AND QUALIFICATIONS**

The Offeror shall demonstrate that they have the resources and capability to provide the services as described herein. At a minimum, Offerors shall include the following information:

1. Executive Summary: Summarize why your firm is the most qualified for this Scope of Work.
2. Provide the number of years your firm has performed the services stated in this Scope of Work.
3. List ten (10) public safety agencies/facilities for which your firm completed a similar Scope of Work. A minimum of five (5) of these agencies/facilities must be for an agency of comparable size. Include the following information for each agency/facility:
  - Agency Name
  - Agency Size
  - Point of contact name, phone number and email address
  - Description of services provided
  - Proposed number of days for completion and actual number of days for completion, including reason(s) for variances between the proposed schedule and actual schedule
4. Provide a list of all public safety agencies that currently utilize your firm's services.
5. Describe the management and project governance structure for this Project. This should include the methods to ensure quality assurance and oversight for the project.

**D. CAPABILITY AND EXPERIENCE OF THE PROJECT TEAM**

Provide the following information, at minimum, regarding the proposed project team to be used for this project:

1. Identify the Project Manager who will serve as the day-to-day lead throughout the duration of the project. Submit a detailed resume for this team member and describe why he or she is qualified to serve in this capacity.
2. Identify personnel who will be assigned to the project team and provide (max 1 page per person):

- a. Qualifications
  - b. Area of expertise
  - c. Responsibilities in performing the Scope of Work
- 3. If applicable, identify subcontractors who will be assigned to the project team, and provide (Max 1 page per person):
  - a. Qualifications
  - b. Area of expertise
  - c. Responsibilities in performing the Scope of Work.
- 4. Provide an organizational chart detailing the division of responsibility among the members of the team and subcontractors, if applicable.
- 5. Provide assumptions for estimating the Offeror and County staff resources necessary to meet the needs of the Project, including County staff and subcontractor staff and hours.

**E. PROJECT APPROACH AND UNDERSTANDING OF SCOPE**

Demonstrate that the Offeror fully understands the Scope of Work by including the following information:

- 1. Description of key features of the proposed System. Highlight key features that differentiate the proposed System from other market offerings.
- 2. Narrative of project approach/methodology describing how the Offeror intends to accomplish the tasks requested under this RFP. Provide the Offeror's understanding of the County's intent for this RFP, including:
  - a. A high-level network infrastructure design document.
  - b. A plan detailing transition from current provider to the Offeror.
  - c. How the Offeror intends to deliver the required services, including proposed methods, tools and techniques to facilitate deployment.
  - d. What workflow process the Offeror will use in delivering the services. Describe the process for deployment verification and an estimation of any operational downtime.
  - e. Identify deployment challenges and how they will be managed.
  - f. Define a rollback strategy for the ITS and what would constitute the need to rollback.
  - g. How the Offeror will respond to additional tasks or requirements not reflected in the Scope of Work that the Offeror deems essential for the successful completion of the project.
- 3. A proposed implementation schedule with milestones and start and end dates of all major tasks. Detail how the Offeror will migrate telephone service within 90 days of contract execution. The schedule must be based on the number of months after contract signing. Any dependencies, such as tasks requiring County effort, must be identified.
- 4. Identification of significant known risks to the project's success, including risks to functionality, performance, schedule and cost, and approaches to mitigate those risks.

5. The Offeror's standard Software License Agreement. Indicate if the Offeror requires that this Agreement be signed in addition to the Arlington County agreement.
6. Narrative on any innovations or novel approaches that the Offeror envisions using for the Project.

#### F. TABLE OF CONFORMANCE

The Offeror must complete Attachment B: Table of Conformance included in this solicitation.

In Attachment B, the Offeror shall place an "X" within the appropriate response column (i.e. under column C, N, A or T, as defined below) next to each requirement. Where applicable and where requested, the Offeror shall provide additional information that describes the way in which the proposed system fulfills the given requirement or how an alternative to the requirement will meet the County's needs. Short responses may be provided in the "Comments" column, while longer answers may be provided on a separate page. **The Offeror must not insert rows into any portion of the attachment or mark greyed out boxes.**

A response is needed for each requirement. Omitted responses will be evaluated as the "N" response code (i.e. proposed system does not comply with requirement). If proof is requested in Attachment B, the Offeror must provide proof of meeting that requirement.

The Offeror shall use the following codes to indicate the ability of their proposed system to meet the SOW requirements:

Response	Code
Proposed system complies with requirement.	C
Proposed system does not comply with requirement.	N
Offeror recommends an alternative no-cost way to meet requirement. Offeror must provide explanation in the "Comments" column in the attachment.	A
Proposed system requires third-party software or hardware to comply with requirement. Offeror must provide an explanation in the Comments column in the attachment. The Offeror must list any additional costs and cross-reference the requirement in Attachment A: Financial Proposal	T

#### G. FINANCIAL PROPOSAL

Offerors must use the Financial Proposal Form included in this solicitation as Attachment A and demonstrate how the proposed fees charged to users for services will cover the entire cost of the project, to include hardware, software, network infrastructure, maintenance and support for the entire ITS. The Offeror shall also indicate the proposed County commission rate.

**H. EXCEPTIONS TO THE COUNTY’S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any.**

## **VII. CONTRACT TERMS AND CONDITIONS**

*THE FOLLOWING AGREEMENT WILL BE EXECUTED BY THE COUNTY AND THE SUCCESSFUL OFFEROR. BLANKS WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS. NON-NEGOTIABLE PROVISIONS THAT ARE REQUIRED BY VIRGINIA LAW OR BY THE ARLINGTON COUNTY PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (\*). THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY BEFORE BEING SUBMITTED TO THE SUCCESSFUL OFFEROR FOR SIGNATURE.*

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

### **SAMPLE AGREEMENT NO. 21-SRF-RFP-444**

THIS AGREEMENT is made, on \_\_\_\_\_, between \_\_\_\_\_ *Contractor's name, Contractor's address* \_\_\_\_\_ ("Contractor") a \_\_\_\_\_ *name of state* \_\_\_\_\_ *type of entity* \_\_\_\_\_ authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

#### **1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of:

This Agreement  
Exhibit A – Scope of Work  
Exhibit B – Contract Pricing  
Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)  
Exhibit D – County Nondisclosure and Data Security Agreement (Individual)

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

#### **2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is \_\_\_\_\_. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill

the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

**4. CONTRACT TERM**

Time is of the essence. The Work will commence on \_\_\_\_\_, 2021 and must be completed no later than \_\_\_\_\_ 2028 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than three (3) additional 12-month periods, from \_\_\_\_\_, 2028 to \_\_\_\_\_, 2031 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT AMOUNT**

This contract is at no cost to the County. The Contractor will be paid based on fees charged to users for services, in accordance with Exhibit B, for the Contractor's completion of the Work as required by the Contract Documents. The Contractor shall pay a monthly commission rate to the County at the rate of \_\_\_\_\_ based on fees that the Contractor charges to users. The commission payment shall be received by the 15<sup>th</sup> day of each month with debit purchase or usage report as supporting documentation.

Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

**6. REIMBURSABLE EXPENSES**

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

**7. \* PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**8. NO WAIVER OF RIGHTS**

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

**9. \* NON-APPROPRIATION**

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

**10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

**11. \* COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

**12. BACKGROUND CHECK AND SECURITY ORIENTATION CLASS REQUIREMENT**

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background and criminal history check prior to being allowed on-site. The background check will include fingerprinting by the County Sheriff's Office and a credit check.



Employees or subcontractors who successfully pass the background check who will be working in the Detention Center facility shall be required to take a Contractor Security Orientation class with Arlington County prior to work beginning on the Contract. Substitutions of employees after contract start must have written approval from the County, a successful background check and completion of the Contractor Security Orientation class before being allowed on site.

**13. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS**

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

**14. \* EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**15.     \* EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

**16.     \* DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

**17.     \*SEXUAL HARASSMENT POLICY**

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

**18.     SAFETY**

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

**19.     TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

**20. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)**

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**21. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**22. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written

approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

### **23. OWNERSHIP OF WORK PRODUCT**

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

### **24. DATA SECURITY AND PROTECTION**

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit C and D) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract

Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.

- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Any device that stores County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

**25.     \* ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**26.     \* COUNTY EMPLOYEES**

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

**27.     FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

**28.     \* AUTHORITY TO TRANSACT BUSINESS**

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

**29.     \* RELATION TO COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

**30.     ANTITRUST**

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

**31.     REPORT STANDARDS**

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

**32. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

**33. ASSIGNMENT**

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

**34. AMENDMENTS**

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**35. \* ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

**36. \* DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.



**37. \* APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

**38. ARBITRATION**

No claim arising under or related to this Contract may be subject to arbitration.

**39. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

**40. NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

**41. SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

**42. \* ATTORNEY'S FEES**

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

**43. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

**44. HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

**45. AMBIGUITIES**

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

**46. NOTICES**

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

**TO THE CONTRACTOR:**

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**TO THE COUNTY:**

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AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**47. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

**48. \* NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**49. LIMITED ENGLISH PROFICIENCY**

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

## **50. ACCESSIBILITY OF WEB SITE**

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

The Contractor shall have the sole responsibility that public facing websites used by authorized persons wishing to communicate with an inmate align with guidance from [Web Content Accessibility Guidelines \(WCAG\) 2.0](#).

## **51. ADA COMPLIANCE**

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

## **52. INSURANCE REQUIREMENTS**

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Independent Contractors - \$1,000,000 each occurrence, with \$1,000,000 annual aggregate
- e. Products Liability - \$1,000,000 each occurrence, with \$1,000,000 annual aggregate
- f. Completed Operations - \$1,000,000 each occurrence, with \$1,000,000 annual aggregate
- g. Umbrella/Excess Liability - \$1,000,000 Injury, Property Damage, and Personal Injury
- h. Miscellaneous E&O/Professional Liability - \$2,000,000 per occurrence/claim
- i. Cyber Insurance- \$3,000,000 per occurrence/aggregate
- j. Crime Insurance - \$1,000,000 per occurrence
- k. Contractual Liability - \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- l. Personal and Advertising Liability - \$1 Million each offense, \$1 Million annual aggregate
- m. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- n. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- o. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- p. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the

Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

**53. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT C

### NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of \_\_\_\_\_ (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. **21-SRF-RFP-444** (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her (“his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor’s work site or the County’s physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT D**

### **NONDISCLOSURE AND DATA SECURITY AGREEMENT** **(INDIVIDUAL)**

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. **21-SRF-RFP-444** (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.



I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses or running the latest version of an industry-standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed:

Contractor's Project Manager: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT**

## **VIII. ATTACHMENTS AND FORMS**

**ARLINGTON COUNTY, VIRGINIA  
REQUEST FOR PROPOSALS NO. 21-SRF-RFP-444**

**PROPOSAL FORM**

**ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN  
1:00 P.M., MARCH 15, 2021.**

**FOR PROVIDING  
INMATE TELEPHONE SYSTEM, VIDEO VISITATION AND TABLETS SOLUTION  
PER THE SOLICITATION**

**THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE BELOW. THIS PROPOSAL FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED.**

**SUBMITTED BY:**

*(legal name of entity)*

**AUTHORIZED SIGNATURE:**

**PRINT NAME AND TITLE:**

**ADDRESS:**

**CITY/STATE/ZIP:**

**TELEPHONE NO.:**

**E-MAIL**

**ADDRESS:**

**THIS ENTITY IS INCORPORATED  
IN:**

**THIS ENTITY IS A:**

*(check the applicable  
option)*

CORPORATION ☐

LIMITED PARTNERSHIP ☐

GENERAL PARTNERSHIP ☐

UNINCORPORATED ASSOCIATION ☐

LIMITED LIABILITY COMPANY ☐

SOLE PROPRIETORSHIP ☐

**IS OFFEROR AUTHORIZED TO TRANSACT BUSINESS IN THE  
COMMONWEALTH OF VIRGINIA?**

YES ☐

NO ☐

**IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE  
SCC:**

*Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.*

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: *(if available)* \_\_\_\_\_

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED  
FROM SUBMITTING PROPOSALS TO ARLINGTON COUNTY,  
VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION  
WITHIN THE PAST THREE YEARS?

YES ☐ NO ☐

OFFEROR STATUS: MINORITY OWNED: ☐ WOMAN OWNED: ☐ NEITHER: ☐

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:  
[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088).

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

1. OFFEROR MUST SUBMIT: ONE ELECTRONIC COMPLETE SIGNED PROPOSAL THAT INCLUDES AS ITS FIRST PAGE THIS PROPOSAL FORM.
2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- ☐ No, the proposal that I have submitted does not contain any trade secrets and/or proprietary information.
- ☐ Yes, the proposal that I have submitted does contain trade secrets and/or proprietary information.

PROPOSAL FORM, PAGE 3 OF 5

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers, sections, and paragraphs, of the proposal that contain such data or materials:

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State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:

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If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: 

---

ADDRESS: 

---

---

E-MAIL: 

---

OFFEROR'S PRINTED NAME: 

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CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. **21-SRF-RFP-444**, and on behalf of the Offeror certify that:

1. Neither the Offeror nor any affiliated entity has, within the past five years, been employed by or represented a deliverer of services that reasonably could be expected to be considered for purchase by the County as a result of this solicitation;
2. if the Offeror is awarded a contract under this solicitation and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the County, the Offeror must not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any potential bidder or offeror information concerning the procurement that is not available to the public.
3. The Offeror will not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of any contract award made as a result of this solicitation.

OFFEROR'S NAME: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINTED NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA/STATE OF \_\_\_\_\_)

CITY/COUNTY OF \_\_\_\_\_) to wit:

\_\_\_\_\_ personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the undersigned a Notary Public in and for the State and County of aforesaid, \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

\_\_\_\_\_

(Seal)

Notary registration number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

CERTIFICATION OF MEETING MINIMUM QUALIFICATIONS

I, \_\_\_\_\_ (hereinafter referred to as "Offeror"), certify that I meet the following minimum qualifications:

1. Comply with all requirements in Attachment B: Item # 1: Education Programs.
2. Have provided inmate telephone systems to public safety agencies for a minimum of 10 years.
3. Have provided tablet and video visitation services to public safety agencies for a minimum of 5 years.
4. Have experience providing inmate telephone systems, tablet and video visitation services, and networks in detention centers, based on a self-funding fee structure.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Offeror:** \_\_\_\_\_