



RFI

INMATE TELECOM SYSTEM

Inmate Phone, Video Visitation & Tablet Solution

Abstract

This RFI intends to request information from vendors with a history of providing low costs to inmates and their families, who can provide a comprehensive Inmate Telecommunications System with a priority on educational programs for inmates.

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Inmate Phone, Video Visitation and Tablet Solution

Purpose & High-Level Requirements

The purpose of this Request for Information (RFI) is to gather information on reliable, cost-effective inmate telecommunications services (ITS) which meet the requirements described in this RFI.

1 Education & Entertainment

****Responses unable to meet all requirements in this section will not be reviewed or considered. ****

1.1. Education Programs

- 1.1.1. All educational programs and resources must be accessible via tablets as described in section 2.2.2.
- 1.1.2. Contractor must offer educational programs or partnerships for GED programs.
- 1.1.3. Contractor must provide list of all educational programs and/or partnerships for certifications.
- 1.1.4. Contractor must have partnership with accredited college or university that offers Associate and bachelor's degrees utilizing the ITS tablet as defined in 2.2.2.
 - 1.1.4.1. Bachelor 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).
 - 1.1.4.2. Contractor must provide classes that are delivered by an Institute of Higher Education (IHE) recognized by the Department of Education to participate in Pell Experimental Sites Initiative.
- 1.1.5. Contractor must provide personnel to assist on-site with comprehensive administration support for the following financial aid components, ultimately resulting in no cost to the inmate:
 - 1.1.5.1. Free Application for Federal Student Aid (FAFSA)
 - 1.1.5.2. Pell Grants (Standard Pell or Pell ESI)
- 1.1.6. Program must have no minimum class enrollment.
- 1.1.7. Program must have rolling admissions.
- 1.1.8. Program must have asynchronous class structure to allow inmates to work on degree program at their own pace/availability.
- 1.1.9. Program must be available for completion should an inmate be released from custody while registered to the program.
- 1.1.10. Contractor must offer an adequate, effective and meaningful set of legal materials constituting a virtual Law Library, via the Tablet.

1.2. Entertainment

- 1.2.1. Tablets shall allow for rental of ACSO approved content, including but not limited to:
 - 1.2.1.1. Movies
 - 1.2.1.2. Television programming
 - 1.2.1.3. Games
 - 1.2.1.4. Music

2. Modern Telecommunications

2.1 Infrastructure, Network & Facilities

County reserves the right to review, approve and modify designs as needed to meet County requirements.

- 2.1.1. Contractor shall at their sole cost, provide all construction services to support all hardware and software for the ITS, including phones, tablets and kiosks.
 - 2.1.1.1. Construction shall include installation, modification or use of existing conduit, raceways, cable, wiring, switches or terminals within the Facilities.
- 2.1.2. 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.
- 2.1.3. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by the Contractor becomes the County's property upon termination and/or expiration of the Agreement.
- 2.1.4. Contractor agrees to obtain the County's written approval before making any physical changes to the facility such as drilling into walls, floors, ceilings or any other portion of the facility. This includes existing, newly constructed and/or expanded facilities.
- 2.1.5. Contractor shall be responsible for any and all costs associated with ground penetrating radar (GPR) scanning associated with core drilling, including consultation with structural engineers.
- 2.1.6. Contractor shall assess, provide, install, maintain, replace and upgrade adequate surge, grounding, lightning, and general electrical components related to protection of equipment for all hardware and supporting infrastructure for the ITS.
- 2.1.7. All telephone equipment shall be powered by the telephone line, not require an additional power source and shall have an Uninterruptible Power Supply ("UPS") back-up power. A separate power supply shall not be required. A power source will be available at the demarcation location and is subject to approval by County personnel.

2.2. Hardware

County reserves the right to review, approve and modify designs as needed to meet County requirements.

- 2.2.1. Phones
 - 2.2.1.1. Contractor shall provide detailed specifications for all phone products available as part of the ITS.
 - 2.2.1.2. Phones shall be suitable for a correctional environment and not contain removeable parts.
 - 2.2.1.3. The telephone sets shall be stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones shall comply with all relevant standards.
- 2.2.2. Tablets
 - 2.2.2.1. Tablets must be in a clear, tamper proof, water proof, shatter-resistant housing
 - 2.2.2.2. Tablets must have the ability to securely connect to Wireless Access Points that are part of the ITS.
 - 2.2.2.3. Tablets must have RFID or other similar technology that enables tracking location of a tablet within the facility with a high degree of accuracy (within 2 feet).
 - 2.2.2.4. Tablet must have a minimum battery life of 8 hours using high-processing applications such as video.
- 2.2.3. Kiosks
 - 2.2.3.1. Contractor shall provide detailed specifications for all kiosk products available as part of the ITS.
 - 2.2.3.2. Phones shall be suitable for a correctional environment and not contain removeable parts.
 - 2.2.3.3. Kiosks must be in a clear, tamper proof, water proof, shatter-resistant housing

2.3 Software Functionality & Services

County reserves the right to review, approve and modify designs as needed to meet County requirements.

2.3.1 Phones

- 2.3.1.1 The ITS shall allow inmates to make the following calls:
 - 2.3.1.1.1 Collect
 - 2.3.1.1.2 Pre-paid collect
 - 2.3.1.1.3 International collect calling,
 - 2.3.1.1.4 Free calling to specific services
 - 2.3.1.1.5 Free visitation phones (for onsite visitation)
- 2.3.1.2 The ITS user application shall allow ACSO to query the Call History for inmate activities and calling patterns. The ITS user application shall allow the following search criteria and filters to be applied to the Call History queries:
 - 2.3.1.2.1 Inmate Name (First, Last);
 - 2.3.1.2.2 Inmate Personal Identification Number;
 - 2.3.1.2.3 Date Range (Start Date/Time and End Date/Tim);
 - 2.3.1.2.4 Called Number;
 - 2.3.1.2.5 Originating Number;
 - 2.3.1.2.6 Station Name;
 - 2.3.1.2.7 Call Type;
 - 2.3.1.2.8 Bill Type;
 - 2.3.1.2.9 Duration (minimum and maximum);
 - 2.3.1.2.10 Flagged Calls;
 - 2.3.1.2.11 Monitored Calls;
 - 2.3.1.2.12 Completion Type;
 - 2.3.1.2.13 Call Jurisdiction;
 - 2.3.1.2.14 Pre-Paid Card ID Number;
 - 2.3.1.2.15 Visitation Phone(s); and
 - 2.3.1.2.16 Custom Search.
- 2.3.1.3 The ITS will have the capability to customize reports in a form mutually agreed upon by ACSO and the Contractor.
- 2.3.1.4 The ITS user application shall allow all reports to be exported in a format selected by ACSO (.csv, PDF, Microsoft Excel 2013 or newer, etc.). Provide screen shots of the user application to demonstrate Offeror is able to meet this requirement.

2.3.2 Tablets

- 2.3.2.1 Contractor shall provide a minimum of 10 tablets per housing unit, and mobile carts or charging stations to support the desired quantity of tablets.
- 2.3.2.2 Contractor shall provide increased quantity of tablets at County's request, with a maximum of 30 days to ensure all appropriate plans, equipment and resources are available to increase the quantity of tablets.
- 2.3.2.3 Within 3 years, the County expects to provide a 1:1 ratio of tablets to inmates.
 - 2.3.2.3.1 Provide details on inventory management process to meet County expectations.
- 2.3.2.4 Contractor will provide a method of customization for the services and applications that will be offered on the tablets.
- 2.3.2.5 Tablet shall be able to have specific applications or services running terminated by County personnel through a remote interface.
- 2.3.2.6 Tablet itself shall be able to be powered down remotely by Sheriff's Office personnel.
- 2.3.2.7 Tablets must have the ability to be updated remotely, without the need for Sheriff's Office personnel to touch each one.
- 2.3.2.8 Tablets must not allow inmate to inmate communication.
- 2.3.2.9 Tablets should allow inmate communication with people on a pre-approved list.

- 2.3.2.10 Contractor shall provide methods of distribution for authorized Sheriff's Office announcements, customized content and documentation to inmates via the tablets.
- 2.3.2.11 Tablets must have accessibility technology for inmates with disabilities.
- 2.3.2.12 Tablets must have the ability to be assigned to a specific inmate
- 2.3.2.13 Tablets must be able to be reassigned to different inmates after each use.
- 2.3.2.14 Tablets must have access to educational resources and programs.
- 2.3.2.15 Tablets shall have network security configurations approved by County prior to deployment.

2.3.3 Interfaces with critical software:

- 2.3.3.1 Commissary data shall interface with the ITS.
- 2.3.3.2 PIN data shall be ingested via a one-way transfer from the RMS.

2.3.4 Security & Access Control

- 2.3.4.1 The Contractor's ITS user application shall at a minimum allow:
 - 2.3.4.1.1 The creation, modification and deactivation of user accounts;
 - 2.3.4.1.2 The creation, modification and deactivation of inmate accounts;
 - 2.3.4.1.3 The creation and modification of telephone numbers in the ITS;
 - 2.3.4.1.4 Assignment of inmates or an inmate type to an agency, contracting agency, inmate telephone or a group of inmate telephones;
 - 2.3.4.1.5 Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - 2.3.4.1.6 Block/unblock telephone numbers without the assistance of the Contractor; and,
 - 2.3.4.1.7 Configure an alert that will detect an attempted call to a "number of interest", a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- 2.3.4.2 The ITS shall prohibit:
 - 2.3.4.2.1 Direct-dialed calls of any type;
 - 2.3.4.2.2 Access to a live operator for any type of calls;
 - 2.3.4.2.3 Access to "411" and "311" information services unless permitted by Sheriff's Office;
 - 2.3.4.2.4 Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
 - 2.3.4.2.5 Access to multiple long-distance carriers via 950, 800 and 10 10-XXX numbers.
- 2.3.4.3 The ITS shall prevent call collision or conference calling among telephone stations.
- 2.3.4.4 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).
- 2.3.4.5 ACSO must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
 - 2.3.4.5.1 At demarcation location;
 - 2.3.4.5.2 Central control; and
 - 2.3.4.5.3 By housing units.
 - 2.3.4.5.4 Deputy Workstations
- 2.3.4.6 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, Contractor's customer service number, Automatic Number Identification ("ANI"), etc.).
- 2.3.4.7 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.
- 2.3.4.8 Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency ("DTMF") confirmation ("positive acceptance").

- 2.3.4.9 The ITS shall allow the called party to block their telephone number during the call acceptance process. The called party should be able to either block calls only from the specific inmate or all calls from the jail.
- 2.3.4.10 As specified by ACSO, the ITS shall have the capability to allow calls to specific numbers at specified times during the day. Specific days and multiple periods throughout each day need to be configurable.
- 2.3.4.11 The ITS shall the ability to limit the length of a call, provide service at specified times of the day and allowing a maximum number of calls per inmate, per month.
- 2.3.4.12 DTMF analytics with capability of collect all digits pressed at any point during the call separated by caller and called party.
- 2.3.4.13 The contractor must provide Remote Call Forwarding detection with the ability to auto-terminate or flag the call in the call record.
- 2.3.4.14 The ITS will be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, etc. Contractor will provide information on how the proposed ITS will be able to meet this requirement.
- 2.3.4.15 Contractor must assume all responsibility for fraud or unauthorized dialing occurring on the ITS.
- 2.3.4.16 Following the dialing sequence, Contractor will indicate whether the ITS can be configured to:
 - 2.3.4.16.1 Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pickup, etc.);
 - 2.3.4.16.2 Place the inmate on-hold and not permit the inmate to hear the call progress.
- 2.3.4.17 With each call, the ITS must provide an automated message to advise the called party that:
 - 2.3.4.17.1 The call is coming from a correctional facility;
 - 2.3.4.17.2 The call is coming from a specific inmate; and
 - 2.3.4.17.3 The call may be monitored and recorded.
 - 2.3.4.17.4 Capability to play broadcast general message during phone call.
- 2.3.4.18 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.
- 2.3.4.19 For calls that are not completed, the ITS shall place a recorded message to the inmate detailing why the call was not accepted.
- 2.3.4.20 In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- 2.3.4.21 The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated.
 - 2.3.4.21.1 Vendor shall list all currently available languages.
- 2.3.4.22 The ITS shall be capable of programing specific speed dial codes to selected telephone numbers as determined by ACSO and at no cost to ACSO.
- 2.3.4.23 ITS shall allow free calls for designated inmate telephones. Free calls will require an inmate to enter a PIN to place a call, and all free calls are recorded, excluding any calls that are legally protected.

2.3.5 PIN's.

- 2.3.5.1 The Personal Identification Number ("PIN") application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
 - 2.3.5.1.1 The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
 - 2.3.5.1.2 The capability to receive, accept and apply or strip alphanumeric characters in an inmate's ID.

- 2.3.5.2 The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
- 2.3.5.2.1 Correctional Management System (CMS) and/or commissary generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 - 2.3.5.2.2 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;
 - 2.3.5.2.3 CMS and/or commissary generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
 - 2.3.5.2.4 The ITS, without an interface with the CMS or commissary, auto-generates the complete PIN;
- 2.3.5.3 The ITS accepts a manually entered PIN.
- 2.3.5.4 If applicable, 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.).
- 2.3.5.5 Upon booking, inmates are generated 7 digit "jacket" number (inmate ID) via the CMS. The same inmate ID is assigned to an inmate if re-booked at a later date.
- 2.3.5.6 The ITS shall be capable of accepting a numeric PIN between 6 – 14 digits long.
- 2.3.5.7 The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent ITS.
- 2.3.5.8 The ITS shall be capable of providing PINS in the ITS immediately upon booking.
- 2.3.5.9 Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any of the Facilities or from any inmate telephone located at the Facilities.
- 2.3.5.10 The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
- 2.3.5.11 The ITS shall 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.
- 2.3.5.12 The ITS shall have the capability to automatically build and store a list of Personal Allowed Numbers ("PAN") associated with each PIN. ACSO may or may not choose to implement PANs.
- 2.3.5.13 PANs shall allow a set quantity of approved telephone numbers for each PIN.
- 2.3.5.14 The quantity of approved telephone numbers within a PAN shall be configurable by inmate or PIN.
- 2.3.5.15 Contractor shall indicate whether the quantity of approved telephone numbers within a PAN can be configured by PIN.
- 2.3.5.16 ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and history of calls by inmate and location.

2.3.6 Monitoring

- 2.3.6.1 The ITS shall be capable of monitoring and recording all inmate and visitation calls from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client privilege. The phones shall be capable of disabling the recording feature for the restricted calls.
- 2.3.6.2 The ITS shall allow designated users and/or computers at the Facilities to play back a recorded call or a call in-progress (e.g. live monitoring) via the ITS user application without the need to download a third-party software.
- 2.3.6.3 The ITS shall provide simultaneous playback and continuous recording of calls and visits.

- 2.3.6.4 The ITS shall allow the user to continue to use the interface to search information while listening to a live call or recording.
- 2.3.6.5 The ITS shall allow the user to accelerate the playback of call recordings to at least 1.4 times.
- 2.3.6.6 The ITS shall allow authorized personnel to review and add annotation to records.
- 2.3.6.7 Live monitoring that will allow ACSO to view, at a minimum, the following information in chronological order (Contractor shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused while listening):
 - 2.3.6.7.1 Call Duration;
 - 2.3.6.7.2 Language Type;
 - 2.3.6.7.3 Phone Location Name;
 - 2.3.6.7.4 Inmate Name;
 - 2.3.6.7.5 Inmate PIN;
 - 2.3.6.7.6 Called Number;
 - 2.3.6.7.7 Called Sheriff's Office, State;
 - 2.3.6.7.8 Call Status;
 - 2.3.6.7.9 Alerts, and;
 - 2.3.6.7.10 Notes.
- 2.3.6.8 Contractor shall provide a detailed description of its proposed method for storing call recordings, to include information on Contractor's data redundancy practices.
- 2.3.6.9 The provision of remote access shall allow ACSO, as well as other outside personnel whom are authorized users, the same features and functionalities, permitted by the user's level of access, available on a web-enabled computers, laptops, tablets and smart phones.
- 2.3.6.10 For the term of the Agreement, ACSO shall have access to all CDRs and call recordings from all access computers, based on the user's access level.
- 2.3.6.11 The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination. Contractor shall include detailed information on the ITS alert application, and it shall include, at a minimum, the types of alerts available (cell phone, SMS text, email, etc.), and whether a security PIN for accessing the live call is required.
- 2.3.6.12 The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording. Contractor shall provide a detailed description of the process for transferring/copying/exporting recordings.
- 2.3.6.13 The ITS shall be capable of emailing and copying recorded calls onto a CD/DVD or other storage medium in either a ZIP file, WAV, ISO or MP3/data format with tamper free capabilities.
- 2.3.6.14 The ITS shall be compatible and consistent with the County's digital evidence retention and storage policies and procedures.

2.4 Reporting

- 2.4.1 The Contractor will provide examples of all available reports not explicitly mentioned.
- 2.4.2 All CDRs (Call Detail Reports), including all attempted and completed calls, shall be stored online for a minimum period of 3 years or contract term and for a minimum period of 1 year following the expiration of the Agreement.
- 2.4.3 The contractor will provide a sample traffic detail report showing the following requirements:
 - 2.4.3.1 Local Call, Minutes, Gross Call Revenue and Commission
 - 2.4.3.2 INTRAlata/INTRAstAte Call, Minutes, Gross Call Revenue and Commission
 - 2.4.3.3 INTERAlata/INTERAstAte Calls, Minutes, Gross Call Revenue and Commission
 - 2.4.3.4 INTRAlata/INTERstAte Calls, Minutes, Gross Call Revenue and Commission
 - 2.4.3.5 INTERAlata/INTERstAte Calls, Minutes, Gross Call Revenue and Commission

- 2.4.3.6 International Calls, Minutes, Gross Call Revenue and Commission
- 2.4.3.7 Commission Rate (%);
- 2.4.3.8 Total Calls, Minutes, Gross Call Revenue and Commission Amount;
- 2.4.3.9 Traffic Period and Dates.
- 2.4.4 The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
 - 2.4.4.1 Call Statistics by Date Range;
 - 2.4.4.2 Frequently Called Numbers;
 - 2.4.4.3 Frequently Used Personal Identification Numbers;
 - 2.4.4.4 Commonly Called Number;
 - 2.4.4.5 Call Detail Report;
 - 2.4.4.6 Gross Revenue Report by Date Range;
 - 2.4.4.7 Called Party/Number Accepting Report;
 - 2.4.4.8 Dialed Digit Collection on both caller and called party
 - 2.4.4.9 Total Calls;
 - 2.4.4.10 Calling List (PAN) Report;
 - 2.4.4.11 Pre-Paid Card Report;
 - 2.4.4.12 Debit Usage Report;
 - 2.4.4.13 Debit Balance and Funding Report;
 - 2.4.4.14 Pre-Paid Card Balance Report;
 - 2.4.4.15 Bill and Call Type Distribution;
 - 2.4.4.16 Phone Usage;
 - 2.4.4.17 Reverse Look-Up;
 - 2.4.4.18 User Audit Trail;

3 Maintenance

3.1 General Support

- 3.1.1 The Contractor shall provide 24x7x365 Technical Support and network operations center monitoring for all portions of the ITS.
- 3.1.2 The contractor shall provide 24x7x365 end-user support.
- 3.1.3 The Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. The Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc.
- 3.1.4 The Contractor will provide all maintenance required to maintain the System at 99.9995 % availability, based on the formula described under the definition of System Availability. Such maintenance will be on a schedule which is documented within the annual Maintenance Report and provided to the County by the Contractor.
- 3.1.5 Coordination of any on-site maintenance to be performed by approved Contractor personnel will be arranged with designated ACSO personnel as necessary, with a minimum of 5 days' notice prior to any preventative maintenance.
- 3.1.6 Coordination of any remote access maintenance to be performed by approved Contractor personnel will be arranged with designated ACSO personnel with a minimum of 5 days' notice prior to any preventative maintenance.

3.2 Hardware

- 3.2.1 Contractor shall repair and maintain all Contractor provided equipment, hardware, infrastructure, wiring or cable work and any other physical items required to support the ITS, as determined where appropriate by an agreed upon line of demarcation or via agreement with the County, throughout the

facility. All Contractor provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Contractor.

3.2.2 The Contractor shall service replaceable parts by replacing them with new parts.

3.2.3 The Contractor will provide all parts and labor necessary to maintain System availability of 99.9995%.

3.3 Software

3.3.1 Provided there is an active contract, Contractor shall upgrade at no additional cost to the County, the system software covered under this agreement which has already been installed by the Contractor.

3.3.2 Contractor shall provide software maintenance during the term of the agreement, specifically providing (but not limited to):

3.3.2.1 Upgrades, including new releases, to the software provided the County has a current maintenance agreement with the Contractor.

3.3.2.2 Contractor shall be required to remedy any bugs or defects and provide Technical Support 24/7/365.

3.3.2.3 All servers must have a County approved Anti-virus software installed.

3.3.3 Contractor agrees to perform all updates and patching in coordination with designated County personnel to ensure optimal working order of the system.

3.3.4 Contractor shall provide a register of all software, it's purpose and detailed versioning as part of records required to maintain optimal working order of the system.

3.3.5 Administration of patching and updates of servers shall include at a minimum:

3.3.5.1 Active research and monitoring of patches impacting all servers and software relied upon by the System;

3.3.5.2 Testing before deployment of any patches or updates, installation;

3.3.5.3 Debugging and troubleshooting of any issues related to patching and updates of servers.

3.3.6 Contractor shall maintain geographically diverse backups of all configurations at a warm or hot site for failover in the event of catastrophic failure of the existing system.

3.3.7 Contractor shall ensure a backup is taken before any configuration changes to software, to ensure no impact to operations when performing updates to configurations.

3.3.8 Contractor shall provide custom interfaces and software configuration for required third party software systems and shall continue to ensure their function with new releases of Contractor software at no additional costs to the County. Any costs or required work to maintain existing functionality due to an upgrade or changes in Contractor Software shall be borne exclusively by the Contractor.

3.3.9 All changes to software require the Contractor to adhere to the Software Change Control Methodology (SCCM) listed below.

3.3.10 For all non-emergencies, the Contractor shall adhere to the following 4-step methodology below for any changes or new functionality involving Custom Interfaces, Software Configuration, or Custom Enhancements for software:

3.3.10.1 **Requirements Development**

3.3.10.2 **Design & Approval**

3.3.10.3 **Build & Test**

3.3.10.4 **Stabilization and Maintenance**

3.3.10.4.1 Any changes must pass a 90-day reliability period in the production environment free of any bugs or defects to be considered successfully deployed.

3.3.10.4.2 Any bugs or defects identified during this period shall be remedied at the expense of the Contractor.

4. Project & System Lifecycle

4.1. Installation

- 4.1.1. Contractor agrees to install the quantity of telephones, pedestals, mobile carts, enclosures, kiosks, booths, tablets, tablet docking stations, etc. required by ACSO personnel.
- 4.1.2. All equipment provided shall be fully operational at the time of the initial installation.
- 4.1.3. Contractor shall indicate any environmental conditions required for the proposed ITS; indicate whether Contractor proposes to make any changes to the phone room at the facility based on the site evaluation.
- 4.1.4. Installation of all ITS related equipment shall be accomplished during normal business hours or at times otherwise specified by ACSO.
- 4.1.5. Contractor shall clean up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by ACSO, no equipment, inventory or spare parts shall be stored by Contractor at the facility.
- 4.1.6. Contractor shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation.
- 4.1.7. Contractor shall correct any damage to ACSO's property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
 - 4.1.7.1. Contractor shall install the telephones, pedestals, mobile carts, kiosks, enclosures, tablet docking stations and ITS equipment and software in accordance with ACSO's requirements and the manufacturer's specifications.

5 Legal, Risk & Quality Management

5.1 ADA Compliance

- 5.1.1 Compliance of the ITS with the Americans with Disabilities Act of 1990 (ADA) shall be the sole responsibility of the Contractor. The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance therewith.
- 5.1.2 The Contractor's responsibilities related to ADA compliance shall include, but not be limited to, the following:
 - 5.1.2.1 Access to Hardware, Software and Services. The Contractor shall ensure its hardware, software and services are accessible to persons with disabilities. If a particular hardware, software or service is not readily accessible in its standard form, the Contractor shall provide equivalent services in a manner to ensure that persons with disabilities are not denied access to hardware, software or services.
 - 5.1.2.2 Effective Communication. The Contractor, upon request, shall provide appropriate aids and services to facilitate effective communication with qualified persons with disabilities so that such persons can participate equally in the use of goods of services provided by the Contractor. This may include qualified sign language interpreters, documentation in braille, or other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.
 - 5.1.2.3 Modifications to Policies and procedures. The contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractors goods and services, as may be required by the ADA.
 - 5.1.2.4 The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.
- 5.1.3 Contractor shall provide 1 (one) TDD telephones and port where the current TDD telephone exists.
- 5.1.4 Contractor must detail how the TDD telephone will work with the proposed ITS.

5.2 Website Accessibility

- 5.2.1 Federal Law: Section 508 and Section 255 Compliance
 - 5.2.1.1 Contractor Websites that are public facing that may be used authorized persons wishing to communicate with an inmate shall be compliant with (29 U.S.C § 794 (d)), specifically Section 508 Section 255 covering guidelines for telecommunications equipment under the Communications Act.
- 5.2.2 Web Content Accessibility Guidelines (WCAG)
 - 5.2.2.1 Websites that are public facing that may be used authorized persons wishing to communicate with an inmate shall align with guidance from WCAG 2.0.

5.3 State & Local Laws

- 5.3.1 Inmate telecommunications services are to be provided and shall comply with all relevant Virginia law.
- 5.3.2 Contractor agrees that all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance (“EIA/TIA”) wiring standards for commercial buildings and must be approved by the County’s Department of Technology Services personnel.
- 5.3.3 Contractor will provide a detailed description of the risk mitigation and disaster recovery architecture, as well as continuity of operations (COOP) plans.
- 5.3.4 Contractor shall provide a sufficient number of lines, ports, channels, etc. to ensure inmates are allowed to place calls 99.9995% of the time.
- 5.3.5 Contractor will guarantee they 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.
- 5.3.6 Contractor shall provide Recovery Time Objectives (RTO’s) in the event of catastrophic failure of primary and/or secondary systems.
- 5.3.7 Contractor shall provide Recovery Point Objectives (RPO’s) in the event of catastrophic failure of primary and/or secondary systems.
- 5.3.8 Contractor shall work with ACSO to implement a reporting line which complies with the Prison Rape Elimination Act (“PREA”) of 2003. At a minimum, Contractor shall:
 - 5.3.8.1 Route free calls via the ITS to a destination or voicemail box designated by ACSO.
 - 5.3.8.2 At no cost to ACSO, provide a free voicemail box on the inmate voicemail system to ACSO dedicated for PREA calls to which the calls will be routed as free.
- 5.3.9 ITS shall have the capability of allowing inmates to place PREA calls or leave messages anonymously.
- 5.3.10 ACSO, at its sole discretion, may or may not choose to monitor and record PREA calls.

5.4 Quality of Service

- 5.4.1 User oriented measures of telecommunication quality shall be documented and incorporated into the agreement, and shall adhere to:
- 5.4.2 Relevant TIA/ANSI standards
 - 5.4.2.1 TR-41 Performance and Accessibility for Communications Products
 - 5.4.2.2 TR-42 Telecommunications Cabling Systems
 - 5.4.2.3 TR-45 Mobile and Point-to-Point Communications standards
- 5.4.3 Relevant standards for audio/video communication
 - 5.4.3.1 ICS 35.040.40 and related standards.
- 5.4.4 Relevant Data center standards
 - 5.4.4.1 Compliance with ANSI/TIA-942 standards
 - 5.4.4.2 Contractor shall provide documentation showing completion of the following for data centers:
 - 5.4.4.2.1 SSAE (Statement on Standards for Attestation Engagements) 18
 - 5.4.4.2.1.1 Service Organizational Control 1 Type I Report

5.4.4.2.1.2 Service Organizational Control 1 Type II Report

5.4.4.2.1.3 Service Organizational Control 2 Report

6 Billing & Fees

ACSO is seeking providers with a track record of offering low rates and fees to both the inmates and their families. Rates shall be in line with recent Federal Communications Commissions (“FCC”) and state recommendations. All respondents will be required to fully outline their rates for all services that can be offered through the ITS.

6.1 Contractor Responsibilities

- 6.1.1 Contractor shall install, operate and maintain inmate and visitation telephones, kiosks, tablets and related equipment at no cost to ACSO.
 - 6.1.1.1 Contractor shall install, repair and maintain all Contractor provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Contractor provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Contractor.
- 6.1.2 Contractor shall be responsible for all costs associated with the inmate telephone and visitation system, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer’s specifications.

6.2 Contractor Payments & Commissions

- 6.2.1 Contractor shall pay commission on all Gross Revenue generated by and through the proposed ITS. 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 pursuant to any contract established for the ITS.
- 6.2.2 Contractor shall pay commission on total Gross Revenue before any deductions are made for any reason.
- 6.2.3 Contractor shall not implement any additional fees to be added to any parties bill who either initiate or receive any services covered within the scope of the ITS.
- 6.2.4 All fees must comply with the Virginia Division of Public Utility Regulation or the FCC regulations and be approved by ACSO prior to implementation. ACSO and Contractor shall mutually agree on the method for compensation associated with the additional charges/fees due to ACSO.
- 6.2.5 Any charges/fees added to any party’s bill not in compliance with the Virginia Division of Public Utility Regulation or the FCC regulations, and implemented without the express written consent of ACSO, shall receive a notice of contract default.
- 6.2.6 ACSO shall notify Contractor of any unapproved additional fees and/or charges of which ACSO becomes aware of and shall provide Contractor with notice of default.
- 6.2.7 Gross Revenue does not include:
 - 6.2.7.1 Pre-Paid Collect fees. Pre-paid Collect fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with Contractor to accept calls.
 - 6.2.7.2 Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency. Commissions are not considered a required regulatory fee.
 - 6.2.7.3 A “Free” call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by ACSO shall not generate revenue or compensation for Contractor and shall not be commissionable to ACSO. Only those numbers designated by ACSO on the free call list shall be marked as “Free” in the ITS and designated as such in the call detail records. In the event 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 ACSO. ACSO reserves the right to enter a free number in the ITS as deemed appropriate by ACSO and without the assistance of Contractor.

- 6.2.7.4 A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, 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.
- 6.2.7.5 Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. This includes all taxes as applicable for collect, debit, pre-paid and any other calls or services provided.
- 6.2.8 Contractor may, upon request from ACSO, utilize the onsite commissary provider to distribute and charge for debit calling, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for these debit transactions, Contractor is solely responsible for obtaining a resale certificate from the commissary provider. The Contractor is responsible for obtaining all proper documentation from the commissary provider. Contractor's agreement with the commissary provider must address the requirements set forth in this section.
- 6.2.9 Contractor will absorb all costs to interface with onsite commissary provider.
- 6.2.10 It is expressly understood that ACSO is not responsible in any way, manner or form for any of Contractor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, regulatory and state compliance violations, tariffs or other costs related to Contractor's services.
- 6.2.11 Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to ACSO on a designated date each month, for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
- 6.2.12 Contractor shall provide monthly commission payments and traffic detail reports as required by ACSO. ACSO requires the traffic detail reports be available via web-based reporting that is updated on a real-time basis and can be run in an exportable format.
- 6.2.13 Commission discrepancies must be resolved by Contractor and to ACSO's reasonable satisfaction, within 30 days of receipt of discrepancy notification from ACSO or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of ACSO. ACSO further retains the right to pursue any other legal remedies it deems necessary.
- 6.2.14 Commission payments, traffic detail reports, billing files, CDRs and/or reports not containing the required fields, received by ACSO after agreed upon dates are subject to late fees.
- 6.2.15 Late charges for late commission payments shall be equal to 5% per month of the commission due.
- 6.2.16 Late charges for reporting shall be a fee of 5% per month of commission due for each report not received by the agreed upon date.

6.3 Rate Requirements

- 6.3.1 Contractor must agree to provide the required calling rates. Fees and Commissions and must be in compliance with state and federal laws and applicable regulations, including rates, single-payment products and all ancillary fee and transaction fee caps.
- 6.3.2 Before any new calling rate increases or decreases are implemented, including regulatory agency required changes, Contractor must submit a written request to receive approval from ACSO and ACSO will provide their respond to the Contractor's request in writing.

- 6.3.3 If Contractor decreases rates without the written approval of ACSO, Contractor shall be responsible for paying commissions on the Gross Revenue calculated by applying the calling rates prior to the unapproved change.
- 6.3.4 If Contractor increases rates without the express written approval of ACSO, the Contractor shall be responsible for paying commission on the Gross Revenue calculated by applying the increased rates. The Contractor must also issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to ACSO as documentation. ACSO 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 ACSO 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.
- 6.3.5 Contractor will implement any rate adjustments requested by ACSO within 10 business days of the request, subject to regulatory approval.

6.4 Reconciliations & Audit

- 6.4.1 For a period of 3 years after the termination of any agreement, and upon 10 business day's written notice, ACSO shall have the right to examine and/or reconcile the Contractor's information (records, data, compensation records) pertaining to the Agreement.
- 6.4.2 ACSO requires the Contractor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which commissions can be determined. The records shall include all CDRs, billing files, pre-paid card sales and associated invoices, debit usage reports and associated invoices and commissioning reports during the term of the Agreement.