

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

**CONTRACT AWARD COVERPAGE**

<b>TO:</b> SECURUS TECHNOLOGIES, LLC 4000 INTERNATIONAL PARKWAY CARROLLTON, TX 75007	<b>DATE ISSUED:</b> JULY 22, 2021 <b>CONTRACT NO:</b> 21-SRF-RFP-444 <b>CONTRACT TITLE:</b> INMATE TELEPHONE SYSTEM, VIDEO VISITATION AND TABLET SOLUTION
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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 21-SRF-RFP-444 including any attachments or amendments thereto.

**EFFECTIVE DATE:** AUGUST 1, 2021

**EXPIRES:** JULY 31, 2028

**RENEWALS:** THREE (3) ADDITIONAL 12-MONTH PERIODS FROM AUGUST 1, 2028 TO JULY 31, 2031

**COMMODITY CODE(S):** 15540, 65595, 65596, 83834, 83835, 83986, 83988, 83992,84056, 91576, 91577, 91579, 92478, 92486

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 21-SRF-RFP-444

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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**VENDOR CONTACT:** GENERAL COUNSEL

**VENDOR TEL. NO.:** (972) 277-0300

**EMAIL ADDRESS:** [LEGALNOTICE@SECURUSTECHNOLOGIES.COM](mailto:LEGALNOTICE@SECURUSTECHNOLOGIES.COM)

**COUNTY CONTACT:** DAVID BOWERS

**COUNTY TEL. NO.:** (703) 228-7263

**EMAIL ADDRESS:** [DBOWER@ARLINGTONVA.US](mailto:DBOWER@ARLINGTONVA.US)

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**PURCHASING DIVISION AUTHORIZATION**

**Meloni Hurley**

**Title: Assistant Purchasing Agent**

**Date: 7/22/2021**

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

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

THIS AGREEMENT is made, on July 22, 2021, between Securus Technologies, LLC (“Contractor”), located at 4000 International Parkway, Carrollton, TX 75007 a Delaware limited liability company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (“County”). 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 – Definitions, Scope of Work, and Table of Conformance
- Exhibit B – Contract Pricing
- Exhibit C – Contractor Service Level Agreement (SLA)
- Exhibit D – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit E – 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 for the provision of an inmate telephone system, video visitation, and tablet solution. 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 August 1, 2021 and must be completed no later than July 31, 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 August 1, 2028 to July 31, 2031 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

At the conclusion of all contractual terms, the awarded Contractor shall provide a 90-day transition to any newly awarded Offeror. During this transition time, the outgoing vendor will provide reasonable cooperation to the County and the incoming vendor, including but not limited to, returning the facility to its condition at the contract's inception (standard wear-and-tear excluded), removing all of the outgoing vendor's equipment and returning all data to the County in the approved and mutually agreed-upon format.

**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 as described in Exhibit B. 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**

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. LICENSING TERMS**

The Contractor will provide certain software, hardware, systems, and services (collectively, the "Applications") in accordance with the terms of this Agreement. Other than as specifically set forth in the Agreement, the Contractor does not grant or otherwise convey any license or other ownership right in or to the Applications or any technology, data, hardware, or intellectual property rights associated with the Applications. The Contractor grants the County a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Applications solely as contemplated by the Agreement (the "County License").

In connection with the County License, the County agrees that (a) it will not resell, assign, or otherwise transfer the Applications or any portions thereof; (b) it will only use the Applications for lawful purposes and will not transmit, retransmit, or store material associated with the Applications in violation of any federal or state laws or regulation; (c) it will not connect the Applications to any products that the



Contractor did not furnish or approve in writing; (d) it will not create derivative works based on the Applications; (e) it will not disassemble, reverse engineer, decompile, or otherwise attempt to reveal the code, trade secrets, or know-how underlying the Applications or allow any third party to do so; (f) it will not remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Applications; (g) it will be responsible for distributing and assigning licenses to its end users; and (h) it will make reasonable efforts to monitor that its licensed end users comply with these terms.

**23. OWNERSHIP OF RECORDINGS AND DATA**

The County will own (a) the recordings of communications associated with the Applications, unless otherwise provided by law or applicable end user license terms; and (b) any County data or inputs provided by the County (collectively, the "County Data"). During this Agreement and for a reasonable period thereafter, the Contractor will provide the County with access to the applicable County Data via the Applications. The County grants the Contractor a limited license to use the County Data for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, (iv) maintaining equipment, providing the services contemplated by this Agreement and for quality control purposes; (v) research and development of future services, and (vi) complying with applicable laws, regulations, or end-user license terms.

All County Data, 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 County Data for any purpose other than performance of this Contract without the written consent of the County, unless required by applicable law or regulation.

The County Data is confidential, and the Contractor may neither release the County Data nor share its contents. The Contractor will refer all inquiries regarding the status of any County recording to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all County Data, including hard copies of electronic files, to the Project Officer and will destroy all electronic files, unless their retention is required by applicable law or regulation.

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.

**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 D and E) 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. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, 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, or such period of time required by the County's funding partner(s), if any, whichever is greater, 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, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

**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:**

Securus Technologies, LLC  
Attn: General Counsel  
4000 International Parkway  
Carrollton, TX 75007  
Phone: (972) 277-0300  
Email: [legalnotice@securustechnologies.com](mailto:legalnotice@securustechnologies.com)

**TO THE CONTRACTOR PROJECT OFFICER:**

Damon Martin, PMP  
Supervisor of Implementation Project Managers (PMO)  
Securus Technologies, Inc.  
4000 International Parkway  
Carrollton, Texas 75007  
Phone: (469) 867-0877  
Email: [damartin@securustechnologies.com](mailto:d martin@securustechnologies.com)

**TO THE COUNTY:**

David Bowers, Project Officer  
Arlington County, Virginia  
1425 N. Courthouse Road, Suite 9100  
Arlington, Virginia 22201  
Phone: (703) 228-7263  
Email: [dbower@arlingtonva.us](mailto:dbower@arlingtonva.us)

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: slewis1@arlingtonva.us

**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 listed 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**

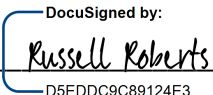
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

SECURUS TECHNOLOGIES, LLC

AUTHORIZED SIGNATURE:   
534895882496484...  
NAME: Meloni Hurley  
TITLE: Assistant Purchasing Agent  
DATE: 8/1/2021

AUTHORIZED SIGNATURE:   
D5EDDC9C89124E3...  
NAME: Russell Roberts  
TITLE: Chief Growth Officer  
DATE: 7/29/2021

## EXHIBIT A

### I. 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 holidays as found at <https://topics.arlingtonva.us/holiday-schedule/>.
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*** = 
$$\frac{TOH-HMF-FSF-}{TOH}$$

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.

## II. 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, and Contractor will work with education providers to facilitate such programs, subject to parameters provided by education providers:
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 participate in a site survey to 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 finalize a project plan detailing the approach to implementation within 10 business days of contract execution. The plan shall include implementation of the Inmate Telephone System within 90 days of contract award.
  2. The Contractor shall provide detailed network and port information on how tablets communicate with servers and what network/internet access servers and tablets require.
  3. 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 approximately 86 telephone sets, 14 visitation phone module, 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 provide tablets to a 1:1 inmate ratio per housing unit and mobile carts or charging stations. 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. *Video Visitation via Securus Video Connect Terminal Products***

The Contractor shall provide video visitation terminal products as part of the ITS. The exact number of terminals will be determined upon completion of a site survey, after which a mutually agreeable quantity will be provisioned. Terminals shall be manufactured for a correctional environment, removable, upgradeable, and must not contain removeable parts. Terminals must be tamperproof, waterproof, shatter resistant, and shockproof. The Contractor shall provide documentation on all cleaning or sanitization procedures that must be followed for terminals.

**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 (CJRMS).
  - a. Personal Identification Number (PIN) data shall be ingested via a one-way transfer from the CJRMS.
  - b. The Inmate Booking Number shall be ingested via a one-way transfer from the CJRMS.
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 CJRMS 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 ITS shall 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. Contractor will deploy its Investigator Pro, THREADS, Word Alert, ICER, and AIS features at no additional charge to Customer.
2. 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.
3. 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.
4. 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.
5. 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.
6. The ITS shall have simultaneous playback and continuous recording of calls, video and visits.
7. 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
8. The ITS must allow users to accelerate the playback of call and video recordings to at least 1.5 times.
9. The ITS must allow authorized users to review and add annotation to call and video records.
10. 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
11. 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.
12. 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
13. 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.
14. 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.
15. 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
16. 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
17. 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
18. 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").
19. 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
20. 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. Total Calls, Minutes, Gross Call Revenue and Commission Amount
  - 8. 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 stated in Section IV of this scope of services and 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 follow Exhibit C for trouble tickets and 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	Replaced on an as needed basis, and any tablet older than 3 years will be replaced.	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	

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 as described in Exhibit B. 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 (such as, if applicable, state/federal USF fees, authorized cost recovery fees for Telecommunications Relay Services (TRS), sales 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 regulatory charge or tax.
    - iii. Free communication. A free communication is a communication not generating any revenue or compensation for Contractor (i.e. phone call, video connect session, eMessage, etc.). 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.
    - iv. eMessaging Stamp Purchase Transaction Fee or Third Party Money Transmission Fees. Described in further detail in the fee tables in Exhibit B.
  - 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.

### III. Table of Conformance

Detailed functional requirements for the systems desired by the Arlington County Sheriff's Office are provided in this workbook. These requirements are based on the needs and requirements of the County as well as industry standard guidelines for implementation and operation. The following codes should be used to indicate the ability of the proposed system to meet the needs of the County.

Response	Code
Proposed system complies with requirement.	C
Proposed system does not comply with requirement.	N
Proposer recommends an alternative no-cost way to meet requirement. Proposer must provide explanation in the "Comments" column.	A
Proposed system requires third party software to comply with requirement. Proposer must provide an explanation in the Comments column and list additional costs, cross-referencing the requirement, in the Financial Proposal.	T

Place an "X" within the appropriate response column next to each requirement. Where applicable and where requested, 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. Do not insert rows into any portion of the document. Do not mark greyed out boxes.

Please respond to each requirement. Omitted responses will be evaluated as response codes of "N" (proposed system does not comply with requirement).

**Arlington County Sheriff's Office  
Table of Conformance**

**Education and Entertainment**

1 [Education Programs](#)

2 [Entertainment](#)

Item #	Education and Entertainment	C	N	A	T	Comments
<b>Responses unable to comply with ALL requirements in Education Programs section will not be considered.</b>						
1	<b>Education Programs</b>					
1.1	All educational programs and resources must be accessible via tablets as described in section 5.2 of the Table of Conformance.	X				
1.2	The Contractor must offer educational programs or partnerships for GED programs.	X				
1.3	The Contractor must provide list of all educational programs and/or partnerships for certifications.	X				Please see Exhibit G and Exhibit H for a sample list of educational programs.
1.4	The Contractor must have partnership with accredited college or university that offers Associate and Bachelor's degrees utilizing the ITS (Inmate Telephone System) tablet as defined in 5.2	X				
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). Provide proof of accreditation.	X				Please see Exhibit G for details on accreditation.
1.4.2	The 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. Provide proof of recognition.	X				Please see Exhibit G for details on accreditation.
1.5	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:					
1.5.1	Free Application for Federal Student Aid (FAFSA)	X				
1.5.2	Pell Grants (Standard Pell or Pell ESI)	X				
1.5.3	Registration/Enrollment for Certification and Degree programs.	X				
1.6	The educational program(s) must have no minimum class enrollment.	X				
1.7	The educational program(s) must have ongoing rolling admissions.	X				



Item #	Education and Entertainment	C	N	A	T	Comments
1.8	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.	X				
1.9	Inmates must be able to complete classes they are currently enrolled for, should an inmate be released from custody while registered to the program.	X				
1.10	Inmates must be able to complete certification programs they are enrolled for, should an inmate be released from custody while registered to the program.	X				
1.11	Inmates must be able to complete degree programs they are enrolled for, should an inmate be released from custody while registered to the program.	X				
1.12	Contractor must offer an adequate, effective and meaningful set of legal materials constituting a virtual Law Library, via the Tablet.	X				
<b>2</b>	<b>Entertainment</b>					
2.1	Tablets shall allow for rental of ACSO approved content, including but not limited to:					
2.1.1	Movies	X				
2.1.2	Television programming	X				
2.1.3	Games	X				
2.1.4	Music	X				
2.1.5	E-Books/E-magazines	X				
2.1.6	News	X				

**Arlington County Sheriff's Office  
Table of Conformance**

**Infrastructure, Hardware, Software and Reporting**

- 3 [Infrastructure, Network and Facilities](#)
- 4 [Hardware](#)
- 5 [Software Functionality and Services](#)
- 6 [Reporting](#)

Item #	Telecommunications, Network, Hardware and Software	C	N	A	T	Comments
3	<b>Infrastructure, Network and Facilities</b>					
<b>County reserves the right to review, approve and modify designs as needed to meet County requirements.</b>						
3.1	The Contractor must provide detailed network and port information on how tablets communicate with servers, and what network/internet access servers and tablets require.	X				Please see page 91 of our response for more details.
3.1	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.	X				
3.3	The Contractor shall at their sole cost, provide all construction services to support all hardware and software for the ITS, including telephones, tablets, tablet charging stations and kiosks.	X				
3.3.1	The Contractor shall obtain written permission from ACSO 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.	X				
3.3.2	The Contractor must 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.	X				
3.3.3	The 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.	X				
3.4	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.	X				
3.5	The 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.	X				

Item #	Telecommunications, Network, Hardware and Software	C	N	A	T	Comments
3.6	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.	X				
3.6.1	The UPS back-up power shall power the telephone system for a minimum of twenty (20) minutes in the event of a power outage.	X				
3.7	The Contractor shall not permit any exposed wiring. 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.	X				
3.8	The Contractor shall use new cables and mark the cables 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.	X				
4	<b>Hardware</b>					
<b>County reserves the right to review, approve and modify designs as needed to meet County requirements.</b>						
4.1	<b>Telephone Sets</b>					
4.1.1	Contractor shall provide telephone sets and detailed specifications for all phone products available as part of the ITS.	X				Please see page 97 of our response for more detail.
4.1.2	The telephone sets shall be/have:					
4.1.2.1	Stainless steel	X				
4.1.2.2	Non-Coin operation	X				
4.1.2.3	Shockproof keypads	X				
4.1.2.4	Waterproof	X				
4.1.2.5	Fireproof	X				
4.1.2.6	Vandal and Tamper resistant	X				
4.1.2.7	Feature DTMF dialing	X				
4.1.3	The telephone handsets:					
4.1.3.1	Must be of heavy duty construction	X				
4.1.3.2	Must not have removable parts	X				
4.1.3.3	Must be hearing aid compatible	X				
4.1.3.4	Must have a cord that is armored with stainless steel	X				
4.1.4	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.	X				
4.1.5	Contractor shall provide one (1) Telecommunications Device for the Deaf (TDD) telephone and port where the current TDD telephone exists.	X				

Item #	Telecommunications, Network, Hardware and Software	C	N	A	T	Comments
4.1.6	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.	X				Please see page 98 of our response for more detail.
4.1.7	The Contractor shall provide documentation on all cleaning or sanitization procedures that must be followed by the County for telephones.	x				
4.1.8	The County shall have the right to review, approve or request changes to telephone model offerings as needed.	x				
4.2	<b>Tablets</b>					
4.2.1	Tablet housings must be:					
4.2.1.1	Tamper proof	x				
4.2.1.2	Waterproof	x				
4.2.1.3	Shatter resistant	x				
4.2.1.4	Shockproof	x				
4.2.1.5	Clear/Transparent	x				
4.2.2	Tablets must have the ability to securely connect to Wireless Access Points (WAP) that are part of the ITS.	x				
4.2.3	Tablets must 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).	x				
4.2.4	Tablet must have a minimum battery life of 8 hours using high-processing applications such as video.	x				
4.2.5	The Contractor shall provide documentation on all cleaning or sanitization procedures that must be followed for tablet devices.	x				
4.3	<b>Kiosks</b>					
4.3.1	Contractor shall provide detailed specifications for all kiosk products available as part of the ITS.	x				Please see page 105 for more detail.
4.3.2	Kiosks shall be manufactured for a correctional environment and not contain removeable parts.	x				
4.3.3	Kiosk housings must be:					
4.3.3.1	Tamper proof	x				
4.3.3.2	Waterproof	x				
4.3.3.3	Shatter resistant	x				
4.3.3.4	Shockproof	x				
4.3.4	The Contractor shall provide documentation on all cleaning or sanitization procedures that must be followed for the kiosks.	x				
4.4	<b>Video Visitation</b>	X				
4.4.1	The Contractor shall provide all hardware for video visitation.	x				
4.4.2	The Contractor shall provide documentation on all cleaning or sanitation procedures that must be followed.	x				
5	<b>Software Functionality and Services</b>					
<b>County reserves the right to review, approve and modify designs as needed to meet County requirements.</b>						

Item #	Telecommunications, Network, Hardware and Software	C	N	A	T	Comments
5.1	<b>Telephones</b>					
5.1.1	The ITS shall allow inmates to make the following calls:					
5.1.1.1	Collect	x				
5.1.1.2	Pre-paid collect	x				
5.1.1.3	Debit	x				
5.1.1.4	International collect calling,	x				
5.1.1.5	Free calling to specific services or telephone numbers as specified by the County (e.g., Prison Rape Elimination Act (PREA) Hotline)	x				
5.1.1.6	Free visitation phones (for onsite visitation)	x				
5.1.2	The ITS shall allow free calls for designated inmate telephones and allow the County ability to credit an inmate account with free calls at their discretion.	x				
5.1.2.1	Free calls will require an inmate to enter a Personal Identification Number (PIN) to place a call.	x				
5.1.2.2	All free calls shall be recorded, excluding any calls that are legally protected.	x				
5.1.3	The ITS user application shall allow the County 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:					
5.1.3.1	Inmate Name (First, Last);	x				
5.1.3.2	Inmate Personal Identification Number;	x				
5.1.3.3	Date Range (Start Date/Time and End Date/Tim);	x				
5.1.3.4	Called Number;	x				
5.1.3.5	Originating Number;	x				
5.1.3.6	Station Name;	x				
5.1.3.7	Call Type;	x				
5.1.3.8	Bill Type;	x				
5.1.3.9	Duration (minimum and maximum);	x				
5.1.3.10	Flagged Calls;	x				
5.1.3.11	Monitored Calls;	x				
5.1.3.12	Completion Type;	x				
5.1.3.13	Call Jurisdiction;	x				
5.1.3.14	Pre-Paid Card ID Number;	x				
5.1.3.15	Visitation Phone(s); and	x				
5.1.3.16	Custom Search.	x				
5.1.4	The ITS shall retain all audio recordings online for the entire contract period, any extensions, plus one year upon termination of the contract.	x				
5.1.5	The ITS may allow inmate to send short duration messages (voicemail) to called parties provided that all messages are recorded and stored for investigative purposes within the ITS.	x				
5.1.6	The Contractor shall allow the inmate to track current all account balances via the housing unit kiosks and/or the tablets.	x				

Item #	Telecommunications, Network, Hardware and Software	C	N	A	T	Comments
5.2	<b>Tablets</b>					
5.2.1	The Contractor shall initially provide a minimum of ten (10) tablets per housing unit and mobile carts or charging stations.	x				
5.2.2	The Contractor shall increase the number of tablets to a 1:1 inmate ratio within 30 days of a request by the County's request. At all times, the Contractor must ensure that equipment and other resources are sufficient to support the number of available tablets.	x				
5.2.3	The Contractor must provide a detailed inventory management process for the Tablets.	x				
5.2.4	The Contractor shall allow the County to customize the services and applications that will be offered on the tablets.	x				
5.2.5	The County must be able to terminate specific applications or services running on the Tablets through a remote interface.	x				
5.2.6	Tablet must be able to be powered down remotely by County personnel.	x				
5.2.7	The County must be able to update and reset the configuration on tablets remotely, without needing to touch each one.	x				
5.2.8	Tablets must not allow inmate to inmate communication.	x				
5.2.9	Tablets should allow inmate communication with people on a pre-approved list.	x				
5.2.10	The Tablets must allow distribution for authorized County announcements, customized content and documentation to inmates.	x				
5.2.11	Tablets must have accessibility technology for inmates with disabilities.	x				
5.2.12	Tablets must have the ability to be assigned to a specific inmate.	x				
5.2.12.1	Inmate media and application rentals must be tracked via login and not to a specific tablet, ensuring that if tablets are reassigned their purchase history is not lost.	x				
5.2.13	Tablets must be able to be reassigned to different inmates after each use.	x				
5.2.14	The County must be able to review and approve Tablet content, including but not limited to movies, music, and eBooks.	x				
5.2.15	Tablets must have access to educational resources and programs as listed in Attachment B: Item # 1: Education Programs.	x				
5.2.16	Contractor must allow the American Sign Language (ASL) translation application to be installed on the Tablet devices.	x				
5.2.17	The County must approve the network security configurations on the tablets prior to deployment.	x				
5.2.18	The Contractor shall manage tablet repair and provide a description of the repair process to the County.	x				
5.2.19	Tablets running a Windows Operating System (OS) must have Anti-virus software installed. This is not relevant for Android or iPhone/iPad Operating System (iOS).	x				

Item #	Telecommunications, Network, Hardware and Software	C	N	A	T	Comments
5.2.20	Tablets running a Windows OS must have Anti-Malware software installed. This is not relevant for Android or iOS.	x				
5.2.21	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.	x				
5.3	<b>Interfaces with critical software:</b>					
5.3.1	The ITS shall interface with the inmate accounting system (commissary).	x				
5.3.2	The ITS shall interface with the Criminal Justice Records Management System (CJRMS).	x				
5.3.2.1	Personal Identification Number (PIN) data shall be ingested via a one-way transfer from the CJRMS.	x				
5.3.2.2	The inmate Booking number shall be ingested via a one-way transfer from the CJRMS.	x				
5.3.3	If possible, the County may elect to have the ITS interface with the inmate medical system.	x				
5.3.4	The Contractor shall absorb all costs to interface with the commissary provider.	x				
5.3.5	The Contractor shall absorb all costs to interface with the CJRMS provider	x				
5.4	<b>Video Visitation and Visitation Scheduling</b>					
5.4.1	The Contractor shall provide video visitation and visitation scheduling as part of the ITS. Video visitation options shall include:					
5.4.1.1	Remote video visitation	x				
5.4.1.2	On-site video visitation	x				
5.4.2	Access options for families for video visitation shall include:					
5.4.2.1	Web portal access	x				
5.4.2.2	Android Mobile Application access	x				
5.4.2.3	iOS Mobile Application access	x				
5.4.3	Scheduling Video Visitation shall be available via:					
5.4.3.1	A web portal	x				
5.4.3.2	A kiosk located in the lobby	x				
5.4.3.3	An app for Android	x				
5.4.3.4	An app for iOS	x				
5.4.3.5	Assistance from an on-site staff member	x				
5.4.4	Scheduling On-site visitation shall be available via:					
5.4.4.1	A web portal	x				
5.4.4.2	A kiosk located in the lobby	x				
5.4.4.3	An app for Android	x				
5.4.4.4	An app for iOS	x				
5.4.4.5	Assistance from an on-site staff member	x				
5.4.5	All video visitation sessions must be able to be recorded by the ITS.	x				

Item #	Telecommunications, Network, Hardware and Software	C	N	A	T	Comments
5.4.6	All video visitation sessions must be able to be monitored in real time by County staff.	x				
5.4.7	All On-Site visitation sessions must be able to be recorded by the ITS.	x				
5.4.8	All On-site video visitation sessions must be able to be recorded by the ITS.	x				
5.4.9	The Contractor shall provide a method for the County to disable the recording function in the event of a privileged visit.	x				
5.4.10	The visitation scheduling software must:					
5.4.10.1	Allow customizable time blocks within schedules	x				
5.4.10.2	Allow customizable scheduling	x				
5.4.10.3	Have the ability to send a notification to a single visitor in the event that a visitation has to be canceled via one or more methods:	x				
5.4.10.3.1	Text	x				
5.4.10.3.2	Email	x				
5.4.10.3.3	Mobile App	x				
5.4.10.3.3	Automated phone call	x				
5.4.10.4	Have the ability to send a mass notification to all scheduled visitors via one or more methods:	x				
5.4.10.4.1	Text	x				
5.4.10.4.2	Email	x				
5.4.10.4.3	Mobile App	x				
5.4.10.4.3	Automated phone call	x				
5.5	<b>Hotlines and Virginia State and Local Law Requirements</b>	x				
5.5.1	For all Inmate telecommunications services, the Contractor shall comply with all relevant Virginia law at all times for the life of the contract.	x				
5.5.2	The Contractor shall work with the County to implement a reporting line which complies with the Prison Rape Elimination Act ("PREA") of 2003.	x				
5.5.3	At a minimum, Contractor shall:					
5.5.5.1	Route free calls via the ITS to a destination or voicemail box designated by the County.	x				
5.5.5.2	Allow inmates to place PREA calls or leave PREA hotline messages anonymously.	x				
5.5.5.3	Work with the County to implement up to five internal hotlines (e.g., Crimestoppers) as needed.	x				
5.5.5.4	Provide a voicemail box on the inmate voicemail system dedicated for each hotline to which the calls will be routed as free	x				
5.7	<b>Software Access Control</b>					
5.6.1	The Contractor's ITS user application shall at a minimum allow:					



Item #	Telecommunications, Network, Hardware and Software	C	N	A	T	Comments
5.6.1.1	The creation, modification and deactivation of Staff (user) accounts	X				
5.6.1.2	The creation and modification of access control groups for Staff (user) accounts	X				
5.6.1.3	Login credential authentication to the County's Microsoft Active Directory via ADFS	X				
5.6.1.4	The creation, modification and deactivation of inmate accounts;	X				
5.6.1.5	The creation and modification of telephone numbers in the ITS;	X				
5.6.1.6	Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones	X				
5.6.1.7	Locating and accessing a specific recording by utilizing a unique recording/call identifier	X				
5.6.1.8	Blocking/unblocking telephone numbers without the assistance of the Contractor	X				
5.6.1.9	An alert function to detect an attempted call to					
5.6.1.9.1	a "number of interest"	X				
5.6.1.9.2	a call using a restricted Personal Identification Number	X				
5.6.1.9.3	a call made from a restricted telephone	X				
5.6.1.10	The capability to log all activity in the ITS for auditing purposes	X				
5.7	<b>Telephone Access Control</b>	X				
5.7.2	The ITS shall prohibit:					
5.7.2.1	Direct-dialed calls of any type;	X				
5.7.2.2	Access to a live operator for any type of calls;	X				
5.7.2.3	Access to "411" and "311" information services unless permitted by Sheriff's Office;	X				
5.7.2.4	Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and	X				
5.7.2.5	Access to multiple long-distance carriers via 950, 800 and 10 10-XXX numbers.	X				
5.7.3	The ITS shall prevent call collision or conference calling among telephone numbers	X				
5.7.4	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).	X				
5.7.5	The County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:					
5.7.5.1	At demarcation location;	X				
5.7.5.2	Central control; and	X				
5.7.5.3	By housing unit(s).	X				
5.7.5.4	County Specified Workstations	X				

Item #	Telecommunications, Network, Hardware and Software	C	N	A	T	Comments
5.7.6	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, Contractor's customer service number, Automatic Number Identification ("ANI"), etc.).	X				Please see page 151 of our response for more details.
5.7.7	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.	X				
5.7.8	Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency ("DTMF") confirmation ("positive acceptance").	X				
5.7.9	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 from the specific inmate or all calls from the detention center.	X				
5.7.10	As specified by the County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day. Specific days and multiple periods throughout each day need to be configurable.	X				
5.7.11	The ITS shall have the ability to:					
5.7.11.1	Limit the length of a call to a County specified time	X				
5.7.11.2	Provide service at specified times of the day	X				
5.7.11.3	Allow a maximum number of calls per inmate, per month	X				
5.7.11.4	Set limitations that may vary per housing unit	X				
5.7.11.5	Allow the housing unit deputy to turn off the phones for their housing unit from the ITS application at their station.	X				
5.7.12	The ITS shall have DTMF analytics with capability of collecting all digits pressed at any point during the call separated by caller and called party.	X				
5.7.13	The contractor must provide:					
5.7.13.1	Remote Call Forwarding detection with the ability to auto-terminate or flag the call in the call record.	X				
5.7.13.2	Three way call detection with the ability to auto-terminate or flag the call in the call record.	X				
5.7.14	The ITS will be capable of recognizing and distinguishing the following. Contractor will provide information on how the proposed ITS will be able to meet this requirement.					
5.7.14.1	Standard or irregular busy signals	X				Pleas see page 154 of our response for details.
5.7.14.2	Standard or irregular ringing signals	X				Pleas see page 154 of our response for details.
5.7.14.3	Answering machines	X				Pleas see page 154 of our response for details.
5.7.14.4	Digital voicemail	X				Pleas see page 154 of our response for details.
5.7.14.5	Cellular telephones	X				Pleas see page 154 of our response for details.
5.7.14.6	Ring-back tones	X				Pleas see page 154 of our response for details.

Item #	Telecommunications, Network, Hardware and Software	C	N	A	T	Comments
5.7.16	The Contractor shall indicate whether the ITS can be configured to do either of the following after the inmate completes the dialing sequence:					
5.7.16.1	Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pickup, etc.);	X				
5.7.16.2	Place the inmate on-hold and not permit the inmate to hear the call progress.	X				
5.7.17	With each call, the ITS must provide an automated message to advise the called party that:					
5.7.17.1	The call is coming from a correctional facility;	x				
5.7.17.2	The call is coming from a specific inmate; and	x				
5.7.17.3	The call may be monitored and recorded.	x				
5.7.18	The ITS shall have the capability to broadcast a general message during phone call.	x				
5.7.19	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.	x				
5.7.20	For calls that are not completed, the ITS shall place a recorded message to the inmate detailing why the call was not accepted.	x				
5.7.21	In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.	x				
5.7.22	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.	x				
5.7.22.1	List all currently available languages that the ITS supports with full functionality.	x				Please see 159 for a list of languages NextGen SCP supports.
5.7.23	The ITS shall be capable of programing specific speed dial codes to selected telephone numbers as determined by the County.	x				
5.7.24	The 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.	x				
5.7.25	The ITS shall have the ability to credit an inmate's account with free calls at the discretion of the County.	x				
5.7.26	The ITS must have voice biometric technology capability and related analysis tools and capabilities.	x				
5.7.26.1	The voice biometric technology must be an integrated part of the call processing system.	x				
5.7.26.2	The voice biometric technology must have been integrated into the ITS for more than 2 years.	x				
5.7.26.3	The voice biometric technology must offer related analysis tools and capabilities.	x				
5.7.26.4	The voice biometric technology must analyze the voice throughout the length of the call.	x				

Item #	Telecommunications, Network, Hardware and Software	C	N	A	T	Comments
5.8	<b>Personal Identification Numbers (PINs )</b>					
5.8.1	Upon booking, inmates are generated 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.	x				
5.8.2	The ITS shall be capable of accepting a numeric PIN between 6 – 14 digits long.	x				
5.8.3	The ITS must be capable of accepting a bulk data import of existing PIN information from the incumbent ITS.	x				
5.8.4	The ITS must be capable of providing PINS in the ITS immediately upon booking.	x				
5.8.5	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.	x				
5.8.6	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:					
5.8.6.1	The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;	x				
5.8.6.2	The capability to receive, accept and apply or strip alphanumeric characters in an inmate's ID.	x				
5.8.7	The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:					
5.8.7.1	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;	x				
5.8.7.2	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;	x				
5.8.7.3	CMS and/or commissary generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;	x				
5.8.7.4	The ITS accepts a manually entered PIN.	x				
5.8.8	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 or commissary (e.g. newly booked, transferred, released, etc.).	x				
5.8.9	The ITS must be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.	x				
5.8.10	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.	x				

Item #	Telecommunications, Network, Hardware and Software	C	N	A	T	Comments
5.8.11	The ITS must have the capability to automatically build and store a list of Personal Allowed Numbers ("PAN") associated with each PIN. The County may or may not choose to implement PANs.	x				
5.8.12	PANs must allow a set quantity of approved telephone numbers for each PIN.	x				
5.8.13	The quantity of approved telephone numbers within a PAN shall be configurable by inmate or PIN.	x				
5.8.14	Contractor must indicate whether the quantity of approved telephone numbers within a PAN can be configured by PIN.	x				
5.8.15	ITS must be capable of storing the following information (at a minimum) for each telephone number on the PAN:					
5.8.15.1	Telephone number	x				
5.8.15.2	Called party name	x				
5.8.15.3	Called party address	x				
5.8.15.4	History of calls by inmate	x				
5.8.15.5	History of calls by location	x				
5.9	<b>Monitoring and Investigations</b>					
5.9.1	The ITS shall 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.	x				
5.9.2	When 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	x				
5.9.3	The ITS must retain all telephone call recordings for the life of the contract plus one year.	x				
5.9.4	The ITS must retain all video visitation recordings for a minimum of one year after the date of the recording.	x				
5.9.5	The ITS must allow designated users and/or computers at the Facility to play back:					
5.9.5.1	a recorded call via the ITS user application without the need to download a third-party software.	x				
5.9.5.2	a call in-progress (e.g. live monitoring) via the ITS user application without the need to download a third-party software.	x				
5.9.6	The ITS must provide simultaneous playback and continuous recording of calls, videos and visits.	x				
5.9.7	The ITS must allow the user to continue to use the interface to search information:					
5.9.7.1	while listening to a live call.	x				
5.9.7.2	while listening to a recorded call.	x				
5.9.7.3	while reviewing live video	x				
5.9.7.4	while reviewing recorded video	x				

Item #	Telecommunications, Network, Hardware and Software	C	N	A	T	Comments
5.9.8	The ITS must allow the user to accelerate the playback of call and video recordings to at least 1.5 times.	x				
5.9.9	The ITS must allow authorized users to review and add annotation to call and video records.	x				
5.9.10	The ITS must allow live monitoring so that users can view, at a minimum, the following information in chronological order. The Contractor must 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:	x				
5.9.10.1	Call Duration	x				
5.9.10.2	Language Type	x				
5.9.10.3	Phone Location Name	x				
5.9.10.4	Inmate Name	x				
5.9.10.5	Inmate PIN	x				
5.9.10.6	Called Number	x				
5.9.10.7	Call Status	x				
5.9.10.8	Alerts	x				
5.9.10.9	Notes	x				
5.9.11	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.	x				
5.9.12	At a minimum, the Contractor must provide the County with detailed information the following ITS alerts, if available.	x				Please see 176 for detailed information regarding our alert feature.
5.9.12.1	Email	x				
5.9.12.2	SMS Text	x				
5.9.12.3	ITS system notification	x				
5.9.12.4	Other alert methods (please describe)	x				
5.9.13	Contractor must detail when a security PIN for accessing the live call is required.	x				Please see page 178 for details regarding when a security PIN for accessing
5.9.14	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.	x				Please see 179 for a detailed description of the NextGen SCP process for transferring, copying, and exporting recordings.
5.9.15	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.	x				
5.9.16	The ITS must have pattern tracking analytics that have the ability to:					
5.9.17.1	Identify inmates that called a specific destination phone number	x				
5.9.17.2	Link inmates that have called the same destination number	x				
5.9.17.3	Associate calls to the same destination number to:					
5.9.17.3.1	Specific Dates and Times	x				
5.9.17.3.2	Specific housing units	x				

Item #	Telecommunications, Network, Hardware and Software	C	N	A	T	Comments
5.9.17.3.3	List of inmates	x				
5.9.18	When retrieving information on a specific inmate, the ITS must have a dashboard displaying a summary of at least the following:					
5.9.18.1	Phone numbers called	x				
5.9.18.2	Frequency that each number was called	x				
5.9.18.3	Links to other inmates calling the same number	x				
5.9.19	The County must be able to search the ITS by:					
5.9.19.1	Inmate name (last, first)	x				
5.9.19.2	Inmate ID	x				
5.9.19.3	Destinate phone number	x				
5.9.19.4	Date range	x				
5.9.19.5	Time frame within a specific date range	x				
5.9.19.6	Housing Unit	x				
5.9.19.7	Specific facility phone identifier/name	x				
5.9.20	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")	x				
5.9.21	The ITS must have the ability to alert an investigator when:					
5.9.21.1	an imate calls a specific number	x				
5.9.21.2	a call to a specific number is taking place live	x				
5.9.21.3	a call is completed. (delayed notification)	x				
5.9.21.4	a specific inmate makes any phone call	x				
5.9.22	Upon system alert, the ITS must send the investigator a direct link to the call.	x				
6	Reporting					
6.1	The Contractor shall list and provide examples of all reports available in the ITS.	X				Please see Exhibit B for Sample Reports
6.2	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.	x				
6.3	The Contractor must disburse monthly traffic Call Detail Reports (CDRs) to the County, preferably in Excel or .csv format.	x				
6.4	Call detail reports shall also be available via web-based reporting on a real-time and exportable format basis.	x				
6.5	The Contractor shall provide a sample traffic detail report showing the following requirements:					
6.5.1	Local Call, Minutes, Gross Call Revenue and Commission	x				
6.5.2	IntraLATA/IntraState Call, Minutes, Gross Call Revenue and Commission	x				
6.5.3	InterLATA/IntraState Calls, Minutes, Gross Call Revenue and Commission	x				
6.5.4	IntraLATA/InterState Calls, Minutes, Gross Call Revenue and Commission	x				

Item #	Telecommunications, Network, Hardware and Software	C	N	A	T	Comments
6.5.5	InterLATA/InterState Calls, Minutes, Gross Call Revenue and Commission	x				
6.5.6	International Calls, Minutes, Gross Call Revenue and Commission	x				
6.5.7	Commission Rate (%);	x				
6.5.8	Total Calls, Minutes, Gross Call Revenue and Commission Amount;	x				
6.5.9	Traffic Period and Dates.	x				
6.6	The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:					
6.6.1	Call Statistics by Date Range;	x				
6.6.2	Frequently Called Numbers;	x				
6.6.3	Frequently Used Personal Identification Numbers;	x				
6.6.4	Commonly Called Number;	x				
6.6.5	Call Detail Report;	x				
6.6.6	Gross Revenue Report by Date Range;	x				
6.6.7	Called Party/Number Accepting Report;	x				
6.6.8	Dialed Digit Collection on both caller and called party	x				
6.6.9	Total Calls;	x				
6.6.10	Calling List (PAN) Report;	x				
6.6.11	Pre-Paid Card Report;	x				
6.6.12	Debit Usage Report;	x				
6.6.13	Debit Balance and Funding Report;	x				
6.6.14	Pre-Paid Card Balance Report;	x				
6.6.15	Bill and Call Type Distribution;	x				
6.6.16	Phone Usage;	x				
6.6.17	Reverse Look-Up;	x				
6.6.18	User Audit Trail;	x				
6.7	The ITS shall have the capability to customize reports in a form mutually agreed upon by the County and the Contractor.	x				
6.8	The ITS must allow all reports to be exported in a format selected by the County (.csv, PDF, Microsoft Excel 2016 or newer, etc.). Provide screen shots of the user application to demonstrate the Contractor is able to meet this requirement.	x				



**Arlington County Sheriff's Office  
Table of Conformance**

**Installation and Maintenance  
Project and System Lifecycle**

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- 8 [General Support](#)
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- 11 [System Refreshment](#)

Item #	Installation	C	N	A	T	Comments
<b>7</b>	<b>Installation</b>					
7.1	The Contractor shall install the quantity of equipment as agreed and required by the County.	x				
7.1	All equipment provided must be fully operational at the time of the initial installation.	x				
7.3	The Contractor shall:	x				
7.3.1	Install all equipment and software in accordance with the County's direction and the manufacturer's specifications.	x				
7.3.2	Indicate any environmental conditions required for the proposed ITS whether 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.	x				Please see page 202 for details regarding environmental conditions for the proposed ITS.
7.3.3	Install all ITS related equipment during normal business hours or at times otherwise specified by the County.	x				
7.3.4	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.	x				
7.3.5	Adhere to the County's Network Infrastructure Standards for installation of all network equipment and cabling (reference Attachment C).	x				
7.3.6	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.	x				
7.3.7	Repair any damage to the County's property caused by maintenance or installation associated with the ITS, including but not limited to walls and ceilings.	x				

Item #	Installation	C	N	A	T	Comments
7.4	All changes to software require the Contractor to adhere to the Software Change Control Methodology (SCCM), detailed in the Scope of Services.	x				
7.5	For all non-emergencies, the Contractor must adhere to the following 4-step methodology below for any changes or new functionality involving Custom Interfaces, Software Configuration, or Custom Enhancements for software:	x				
7.5.1	Requirements Development	x				
7.5.2	Design & Approval	x				
7.5.3	Build & Test	x				
7.5.4	Stabilization and Maintenance	x				
7.5.4.1	Any changes must pass a 30-day reliability period in the production environment free of any bugs or defects to be considered successfully deployed.	x				
7.5.4.2	Any bugs or defects identified during this period must be remedied at the expense of the Contractor.	x				
Item #	Maintenance	C	N	A	T	Comments
<b>8</b>	<b>General Support</b>					
8.1	The Contractor shall provide 24/7/365 technical support to County staff and network operations center monitoring for all portions of the ITS.	x				
8.1.1	The Contractor shall provide to the County the process for submitting trouble tickets and the process for escalating and resolving issues.	x				Please see page 209 for details on the trouble ticket process.
8.2	The Contractor shall ensure continuous diagnostics and supervision for the ITS.	x				
8.3	The Contractor must be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc.	x				
8.4	The Contractor will provide all maintenance required to maintain the System at 910.9995 % 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.	x				
8.5	All scheduled system maintenance (on-site and remote) shall be coordinated in advance with the County with a minimum of a five-business-day notice for routine maintenance.	x				
8.6	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).	x				
8.7	The Contractor must coordinate a monthly inspection of all ITS devices in the facility with County staff.	x				

Item #	Installation	C	N	A	T	Comments
8.7.1	The Contractor shall replace or repair any equipment as necessary on the same day as the monthly inspection.	x				
<b>9 Hardware</b>						
9.1	All equipment that the Contractor provides for installation at the Facility must be new and completely operational.	x				
9.2	The Contractor shall replace parts in the equipment on an ongoing basis as necessary.	x				
9.3	All Contractor provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism must be the total responsibility of Contractor.	x				
9.4	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 <a href="https://nvd.nist.gov">https://nvd.nist.gov</a> .	x				
9.5	The Contractor shall perform all hardware updates and patching in coordination with designated County personnel to ensure optimal working order of the System.	x				
9.6	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.	x				
9.7	All Contractor-provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the responsibility of Contractor.	x				
9.8	All equipment must comply with Part 68 FCC Rules and meet or exceed all applicable codes and standards for installation and service.	x				
<b>10 Software</b>						
10.1	The Contractor shall provide software maintenance for the ITS, including but not limited to:					
10.1.1	Upgrades, including new releases.	x				
10.1.2	Remediation of bugs or defects.	x				

Item #	Installation	C	N	A	T	Comments
10.2	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 <a href="https://nvd.nist.gov">https://nvd.nist.gov</a> .	x				
10.3	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.	x				
10.4	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.	x				
10.5	The Contractor shall install a County-approved anti-virus software.	x				
10.6	The Contractor shall perform all updates and patching in coordination with designated County personnel to ensure optimal working order of the System.	x				
10.7	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.	x				
10.8	Administration of patching and updates of servers must include at a minimum:					
10.8.1	Active research and monitoring of patches impacting all servers and software relied upon by the System;	x				
10.8.2	Testing before deployment of any patches or updates, installation;	x				
10.8.3	Debugging and troubleshooting of any issues related to patching and updates of servers.	x				
10.9	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.	x				Please see page 217 for a detailed description of Securus' data storage policies.
10.10	The 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.	x				
10.11	The Contractor shall ensure a backup is taken before any configuration change to software, to ensure no impact to County operations when performing updates to configurations.	x				
10.12	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.	x				

Item #	Installation	C	N	A	T	Comments
10.13	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.	x				
<b>Item # Project and System Lifecycle</b>						
11	<b>System Refreshment</b>					
11.1	Tablets must be refreshed every 2 years	x				
11.1.1	Individual charging cables will be replaced for new ones (if applicable)	x				
11.1.2	Charging stations will be updated or replaced if the hardware requires it	x				
11.2	Telephones will be replaced on an as-needed basis as determined by the County.	x				
11.3	ITS Network equipment will be refreshed a minimum of every 5 years to ensure the stability of the network.	x				
11.4	ITS WAP equipment will be refreshed a minimum of every 5 years to ensure the stability of the network.	x				
11.5	Kiosks will be removable and upgradable.	x				
11.5.1	Kiosks should be refreshed a minimum of every 5 years to accommodate changes and upgrades to the technology.	x				

**Arlington County Sheriff's Office  
Table of Conformance**

**Quality of Service and Risks, Training, Documentation**

- 12 [Quality of Service and Risks](#)
- 13 [Training](#)
- 14 [Software Documentation](#)

Item #	Quality of Service and Risks, Training	C	N	A	T	Comments
12	Quality of Service and Risks					
12.1	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:					
12.1.1	TR-41 Performance and Accessibility for Communications Products	X				
12.1.2	TR-42 Telecommunications Cabling Systems	X				
12.1.3	TR-45 Mobile and Point-to-Point Communications standards	X				
12.2	The Contractor shall adhere to relevant standards for audio and video communication including but not limited to International Organization for Standardization (IOS):					
12.2.1	ICS 35.040.40 and related standards.	X				
12.3	The Contactor 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:					
12.3.2.1	Statement on Standards for Attestation Engagements (SSAE) 18	X				
12.3.2.1.1	Service Organizational Control 1 Type I Report	X				
12.3.2.1.2	Service Organizational Control 1 Type II Report	X				
12.3.2.1.3	Service Organizational Control 2 Report	X				
12.5	The Contractor shall provide a detailed description of risk mitigation and disaster recovery architecture for the ITS as well as continuity of operations plans.	X				Please see page 223 of our response for a description of risk mitigation and disaster recovery policies.
12.6	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.	X				Please see page 223 of our response for a description of risk mitigation and disaster recovery policies.

Item #	Quality of Service and Risks, Training	C	N	A	T	Comments
12.7	Contractor shall have a sufficient number of lines, ports, channels, etc. to ensure inmates are allowed to place calls 99.9995% of the time.	X				Please see page 223 of our response for a description of risk mitigation and disaster recovery policies.
12.8	Contractor must provide Recovery Time Objectives (RTO's) in the event of catastrophic failure of primary and/or secondary systems.	X				Please see page 228 of our response for more detail.
12.9	Contractor must provide Recovery Point Objectives (RPO's) in the event of catastrophic failure of primary and/or secondary systems.	X				Please see page 223 of our response for a description of risk mitigation and disaster recovery policies.
12.10	The Contractor must provide a document detailing their Service Level Agreements (SLAs) for triage and resolution timelines for reported issues.	X				Please see page 229 for a document detailing our SLAs.
<b>13</b>	<b>Training</b>					
13.1	The Contractor shall submit a plan for County approval detailing the training provided for Administrators, Investigators, line staff, inmates and the families of inmates.	X				
13.2	The Contractor shall include initial and annual training in the self-funding structure of the ITS as follows					
13.2.1	Arlington County Personnel					

**Arlington County Sheriff's Office  
Table of Conformance**

**Inmate Telephone Inventory**

[Current Inventory](#)  
[Proposed New Equipment](#)

Level	Location	Comments
	<b>Current Inventory</b>	
	<b>This is a current inventory of telephones located in the Arlington County Detention Facility that shall be included in the ITS.</b>	
<b>G</b>	<b>Booking</b>	
	2 Phones in holding cells	
<b>G</b>	<b>Processing</b>	
	3 phones in holding cells	
	3 phones in holding bullpens	
	1 phone at Processing Desk (voice recognition)	
	1 Videophone kiosk	Room behind body scanner
<b>G</b>	<b>Kitchen</b>	
	2 phones	
	1 attorney line phone	
<b>2</b>	<b>Visiting</b>	
	1 phone in multipurpose room	
<b>5</b>	<b>Housing Unit 5A</b>	
	5 phones	
	1 attorney line phone	
<b>5</b>	<b>Housing Unit 5B</b>	
	4 phones	
	2 attorney line phones	
<b>5</b>	<b>Housing Unit 5C</b>	
	9 phones	



Level	Location	Comments
	4 attorney line phones	
<b>7</b>	<b>Housing Unit 7A</b>	
	5 phones	
	1 attorney line phone	
<b>7</b>	<b>Housing Unit 7B</b>	
	5 phones	
	1 attorney line phone	
<b>7</b>	<b>Housing Unit 7C</b>	
	5 phones	
	1 attorney line phone	
<b>9</b>	<b>Housing Unit 9A</b>	
	5 phones	
	1 attorney line phone	
<b>9</b>	<b>Housing Unit 9B</b>	
	5 phones	
	1 attorney line phone	
<b>9</b>	<b>Housing Unit 9C</b>	
	5 phones	
	1 attorney line phone	
<b>11</b>	<b>Housing Unit 11A</b>	
	4 phones	
	2 attorney line phones	
<b>11</b>	<b>Housing Unit 11B</b>	
	5 phones	
	2 attorney line phones	
Level	Description	Comments
	<b>PROPOSED NEW EQUIPMENT</b>	
	<b>Additional equipment not currently installed in the Arlington County Detention Facility that shall included in Contractor's proposal.</b>	

Level	Location	Comments
2	14 phones for non-contact visitation rooms	
5	3 - 4 Video visitation kiosks per housing unit	Quantity and location dependent on vendor proposed solution and space in the specific unit.
7	3 - 4 Video visitation kiosks per housing unit	Quantity and location dependent on vendor proposed solution and space in the specific unit.
9	3 - 4 Video visitation kiosks per housing unit	Quantity and location dependent on vendor proposed solution and space in the specific unit.
11	3 - 4 Video visitation kiosks per housing unit	Quantity and location dependent on vendor proposed solution and space in the specific unit.
5	Tablet charging station(s)	Quantity and location dependent on vendor proposed solution & specifications.
7	Tablet charging station(s)	Quantity and location dependent on vendor proposed solution & specifications.
9	Tablet charging station(s)	Quantity and location dependent on vendor proposed solution & specifications.
11	Tablet charging station(s)	Quantity and location dependent on vendor proposed solution & specifications.
Level	Description	Comments
	<b>Handset Cord Lengths</b>	
	<b>Cord length specifications within the Arlington County Detention Facility.</b>	
G	All G level phones - 14 inches	
	All Housing Units - 18 inches	
	All other locations - 18 inches	

**EXHIBIT B****CONTRACT PRICING****I. Contractor and County Pricing**

The below rates set forth the agreement of fees between the Contractor and County. The Contractor shall not increase these rates without the written approval the County.

<b><u>Service</u></b>	<b><u>Commission</u></b>
Telephone Service	Percentage shall be determined after site survey completion by agreement of the parties based on the Contractor's original offer. The agreed upon percentage will be incorporated via amendment.
AIS Voicemail	50%
Securus Video Connect	20%
Tablet Rental and Premium Content	10%
eMessaging	10%

The commission payment shall be received on or before the 30th day of each month after the end of the calendar month in which the services were used, with commission report as supporting documentation.

**II. End User Pricing****A. Telephone Service****1. Telephone Rates and Fees Charged by the Contractor**

- a. The Contractor shall charge the following telephone rates and fees to end users of the System. The rates and 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, provided that the Contractor may occasionally offer promotional pricing that will not be subject to this adjustment (i.e. discounted services for Mother's Day).

<b>Rate / Fee Description</b>	<b>Not to Exceed Rate</b>
Collect, Pre-Paid Collect and Debit Calls	\$0.14 per minute for domestic 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 Information Services Voicemail Rate	\$0.50 per message
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.
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.	Amount specified by collecting government agency

\*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 agreed rate adjustments requested by the County within 10 business days of the request, subject to regulatory approval.

**B. Video Connect Service**

**1. Video Connect Rates and Fees Charged by the Contractor**

- a. The Contractor shall charge the following Securus video connect rates and fees to end users of 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, provided that Contractor may occasionally offer promotional pricing that will not be subject to this adjustment (i.e. discounted services for Mother’s Day).

Rate / Fee Description	Not to Exceed Rate
20 Minute Remote Video Connect Session	\$5.00 per session
40 Minute Remote Video Connect Session	\$10.00 per session
Required regulatory charges and taxes that are intended to be paid by the purchasing party and then remitted 100% by the billing party to the appropriate governmental agency.	Amount specified by collecting government agency

- b. The Contractor shall implement any agreed rate adjustments requested by the County within 10 business days of the request, subject to regulatory approval.

**C. Tablet and eMessaging Service**

**1. Tablet and eMessaging Rates and Fees Charged by the Contractor**

- a. The Contractor shall charge the following tablet and eMessaging rates and fees to end users of the System. The rates and 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, provided that Contractor may occasionally offer promotional pricing that will not be subject to this adjustment (i.e. discounted services for Mother’s Day).

<b>Rate / Fee Description</b>	<b>Not to Exceed Rate</b>
Monthly "Make Mine" Tablet Subscription	\$5.00
Music	\$0.69 to \$1.29 per song
Streaming Movies	\$2.99 - \$7.99 per movie
Games	\$1.00 - \$7.99 per game
eBooks	No charge
News	\$4.99 per month
Radio	No charge
TV Audio (Can receive TV audio if TV is equipped with transmitter)	No charge
Podcasts	No charge
OTHER	N/A
TV Episodes	\$1.25 to \$1.75 per episode
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.	Amount specified by collecting government agency
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.
eMessaging	\$0.50 per stamp  Message = 1 stamp  Video Gram = 3 stamps  Snap and Send = 1 stamp  Other Attachment = 1 stamp
eMessaging Stamp Purchase Transaction Fee	\$3.00 per transaction

Rate / Fee Description	Not to Exceed Rate
Phone or (if applicable) Video Connect Sessions via Tablets	Rates and fees previously specified in connection with those services.

b. The Contractor shall implement any agreed rate adjustments requested by the County within 10 business days of the request, subject to regulatory approval.

D. Late Fees Charged to the Contractor

1. 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.
2. Late charges for late commission payments may be equal to 5% per month of the commission due.
3. Late charges for reporting, billing files, and CDRs may be equal to 5% per month of commission due for each late report.

**EXHIBIT C****CONTRACTOR SLA**

Contractor agrees to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance will be conducted in accordance with the service levels in Items 1 through 9 below. All such maintenance will be provided at Contractor's sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not incarcerated individuals at the facilities), in which case, Contractor may recoup the cost of such repair and maintenance through either a commission deduction or direct invoicing, at Contractor's option. County agrees to promptly notify Contractor in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. If any portion of the System is interfaced with other devices or software owned or used by County or a third party, Contractor will have no obligation to repair or maintain such other devices or software.

1. **Outage Report; Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. Contractor will provide you commercially reasonable notice, when practical, before any Technical Support outage.
2. **Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

"Priority 1"	30% or more of the functionality of the System is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	Less than 5% of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. **Response Times.** After receipt of notice of the System Event, Contractor will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. **After-Action Report.** In the event of a significant unplanned outage of the system or any other Priority 1 event) Contractor will provide Customer with an after-action report containing the Priority 1 issue,



root cause, the resolution, and what steps will be taken to prevent the issue from recurring (if possible).

5. Response Process. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.
6. Performance of Service. All of Contractor's repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by Contractor and County may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.
7. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.
8. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.
9. Monitoring. Contractor will monitor its back office and validation systems 24 hours a day, seven days a week.
10. End-User Billing Services and Customer Care. Contractor's Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting [www.securustech.net](http://www.securustech.net), and by facsimile at 972-277-0714. In addition, Contractor will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. Contractor will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

**EXHIBIT D**

**NONDISCLOSURE AND DATA SECURITY AGREEMENT**  
**(CONTRACTOR)**

The undersigned, an authorized agent of the Contractor and on behalf of Securus Technologies, LLC ("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 ; 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 encryption, 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, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and 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, information security, disaster recovery and other 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:  \_\_\_\_\_  
D5EDDC9C89124E3...  
 Printed Name and Title: Russell Roberts \_\_\_\_\_

Date: 7/29/2021 \_\_\_\_\_

**EXHIBIT E**

**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; 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 encryption, 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 and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and 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, information security, and other 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**