



C o u n t y o f S a n L u i s O b i s p o

## GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

### REQUEST FOR PROPOSAL PS-#1111 INMATE TELEPHONE SERVICE

January 7, 2011

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for Inmate Telephone Service.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm). Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit four, 4 hard copies and one (1) electronic copy (on CD or DVD) of your proposal on February 14, 2010 by 3:00 p.m. to:

County of San Luis Obispo  
Phill Haley, GSA - Purchasing  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me.

All technical questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Lt. Shortz at: [bshortz@co.slo.ca.us](mailto:bshortz@co.slo.ca.us). All questions will receive a response within five (5) business days. The question and its response will be posted (anonymously) on the site: [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm). The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

PHILL HALEY  
Buyer II – GSA - Purchasing  
[phaley@co.slo.ca.us](mailto:phaley@co.slo.ca.us)

**LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of four, 4 hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on February 14, 2011. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: PHILL HALEY
3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the

requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

12. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:*** *The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

**PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
  - a. Type of organization, size, professional registration and affiliations.
  - b. Names and qualifications of personnel to be assigned to this project.
  - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
  - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
  - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
  - a. Summary of approach to be taken.
  - b. Description of the organization and staffing to be used for the project.
  - c. Indication of information and participation the proposer will require from County staff.
  - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
  - a. Propose total fixed fees for the equipment as described under Project Scope.
  - b. Estimated revenues and commission.
  - c. The selected Consultant will be required to provide insurance

coverage in the amount of \$ 1,000,000 General Liability Insurance and \$ 1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

- d. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
- e. Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.
- f. The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:
  1. Violation of statute, ordinance, or regulation.
  2. Professional malpractice.
  3. Willful, intentional or other wrongful acts, or failures to act.
  4. Negligence or recklessness.
  5. Furnishing of defective or dangerous products.
  6. Premises liability.
  7. Strict Liability.
  8. Inverse condemnation.
  9. Violation of civil rights.
  10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and Ahold harmless@ rights allowed

under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

## PROJECT OVERVIEW

The San Luis Obispo County Sheriff's Department, County Jail and Probation Juvenile Services Center is seeking proposals from qualified vendors to provide both local and out-of-area telephone service to inmates of the San Luis County Jail and the Probation Juvenile Services Center. The County is interested in a system that provides currently manufactured and technically supported brands and components. The Sheriff's Department will require on premise recording and monitoring capability of all inmate telephones and on closed circuit inmate visitation telephones. The San Luis Obispo County Sheriff's Department will have the sole approval authority including the equipment and services provided to the Probation Department.

A walk-through of the County's facilities will be conducted for interested parties. Attendance at the walk-through is optional. To attend the walk-through please meet at the County's Honor Farm at 885 Oklahoma Avenue. Questions about the walk-through must be directed to Lt. Shotz at (805) 781-4605.

The walk-through will take place on Tuesday, January 18, 2011 at 9:00 a.m.

## B. SCOPE OF SERVICES

1. The County, in cooperation with the incumbent Contractor, has overseen and installed approximately 60 inmate non-coin telephones, 24 visitation phones, three coined telephones at the Sheriff's Department and 6 non-coin telephones at the Probation Juvenile Services Center.

a. The successful Contractor will be required to coordinate with the incumbent and the County to allow for an uninterrupted transition and implementation of new services.

b. The requirements described herein are considered reasonable to meet the County's needs. The County is interested in exploring new technological solutions that would enhance the inmate telephone system. Contractor having alternate proposals to meet these needs, may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County

2. Contractor will be responsible for all cost associated with acquiring, installing, operation, and maintaining a complete inmate telephone system during the term of the contract. Telephones that must be added or removed at existing or additional locations will be at no cost to the County. All visible damage to walls or other surfaces due to phones being added, replaced, or moved, will be repaired and painted by the Contractor at no cost to the County.

3. Contractor shall be responsible for providing and installing signage and other ancillary items associated with or necessary to providing the service, at no cost to the County.

4. Services will be guaranteed for the duration of the contract period. The Contractor shall assume responsibility for all equipment and software defects for the entire duration of the contract. The Contractor shall guarantee that services are free from defects and must correct all problems associated with the hardware or software at no cost to the County.

5. All software upgrades will occur automatically as new versions are released at no cost to the County, throughout the entire contract period.

6. The County requires that at least one (1) mobile Telephone Device for the Deaf (TDD) be provided for the County Jail and one (1) mobile unit for Probation Juvenile Services Center. The TDD units must be durable, tamper-resistant, designed specifically for public use and suitable in a jail environment.

7. General Configuration Requirements

a. The system should include an automated attendant operator. A minimum of three changes per year shall be allowed to the system script.

b. The telephone system shall be a collect automated operator platform. No access to a live operator by County Jail inmates is permitted at any time.

c. The system shall not allow any incoming calls.

d. The system shall permit collect only, one-way outgoing, station-to-station (landline or cell phone) calls billed to the called party, or charged to a debit system set up for inmate use for the purpose of placing phone calls through this system.

e. The system shall be capable of blocking three-way and conference calls.

f. The system shall not allow chain dialing and secondary dial tones.

g. The system shall detect any extra digits dialed by the inmate after the party has accepted the call.

h. Inmate shall be required to hang up before dialing a new number.

i. The system shall guard against "hook-switch dialing" and other fraudulent activities.

j. Automated call instruction/announcements in English and Spanish. Indicate other languages available with your system.

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- k. The system should provide Error prompts.
- l. When an inmate's call cannot be completed, the automated operator will notify the inmate using a message similar to one of the following:
  - "The called number was busy; please try your call later."
  - "The called party did not answer; please try your call later."
  - "The called party did not accept your call."
  - "The called party has placed a block on this number".
  - "There is a phone block restricting your call from going through, please call back at a later time while we try to solve this problem."
- m. Announcement to the called party that the call is originating from San Luis Obispo County Jail.
- n. Announcement that the call may be recorded or monitored with active consent from both parties.
- o. Instructions for recipient to accept, reject, or block calls by pressing a keypad number. Recorded greeting to the called party that indicates the call is a collect call from the San Luis Obispo County Jail and is subject to recording and/or monitoring, provide the called party with the identity of the calling party and provide the called party with the opportunity to accept or reject the call. The conversation shall be blocked until the called party accepts the call.
- p. The system should have the capability of permitting the called party to block all future calls from the County Jail.
- q. The called party shall be able to provide positive acceptance and active consent of the telephone call or reject a call from a rotary dial, pulse dial, or cell telephone.
- r. The called party shall be informed of the cost of the call prior to accepting the call, on all type of collect calls.
- s. The system shall be capable of providing call completion to any point within the continental United States, Alaska, and Hawaii.
- t. The System shall provide the ability for inmates to make international collect calls.
- u. The System will allow housing areas and intake phones to be programmed with speed dial to the Public Defender's Office, at no cost to the caller.
- v. The system must allow free calls to the California Relay Service (CRS) to assist impaired inmates.

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- w. The system must be designed to provide reliable inmate telephone service with full backup and system recovery contingencies.
- x. The phone instrument shall provide dial tone/system prompts when the handset is off the hook.
- y. Call set-up and acceptance process must be completed within 30 seconds (from off-hook to call connection/rejection).
- z. Pursuant to California Penal Code 851.5, inmates are entitled to three free local telephone calls at the time of booking. Telephones located in the intake area will be configured to allow inmates to make local calls to landline and cell phones at no cost. The Contractor will be required to provide these calls at no cost to the County and will tell the County what constitutes a local call.
- aa. **Telephones located in the intake area must be configured to allow inmates to make local or long distance calls from a single phone rather than having two separate phones, one for local phone calls, one for long distance calls.** The number of telephones that must be configured in this manner are five (5), two (2) in each intake cell, and one (1) in a holding cell.
- bb. **Additional lines and portable cart phones will be required in the Main Jail in order for inmates in single cells units, A1, R1, L1, and other cells designated by the County, to access a telephone without having to be moved out of the cell.** The portable cart phones must be configured in a manner that allows inmates to use them through the cell's food slot openings.
- cc. The system shall provide for automated turn on and shut off at designated times and manual system shut off capabilities from designated Jail control rooms.
- dd. The public pay phone in the intake lobby shall allow free calls to the local taxi cab company, at no expense to the County.
- ee. The system shall be capable of "passive accept," of collect calls to designated agencies that use automated operator systems, e.g. State Parole.
- ff. The system shall be a central system.

**8. General Equipment/Hardware Requirements**

- a. Contractors will comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. All electrical equipment must be installed in compliance with National Code requirements.

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- b. Telephones shall be ADA and Title 24 compliant.
- c. All wiring installed must be concealed.
- d. Telephone instruments must be line powered such that, the phone does not require separate electrical power at the device. Telephone instruments shall be specifically designed for use in a correctional environment and must be approved by the County before installation. Converted coin phones will not be accepted.
- e. Telephone devices in inmate housing areas will be equipped with a braided steel receiver cord 18 inches in length.
- f. Telephone devices in intake areas will be configuration with braided steel receiver cord 12 inches in length and the cord must extend from the top of the instrument to reduce the risk of suicide by hanging.
- g. All telephones must be securely fastened to the wall with security hardware approved by the County.
- h. Inmate telephones shall be composed of durable, tamper-free equipment suitable for jail environments that minimizes vandalism and destruction of property. This shall include no removable parts and must be installed in such a manner that no safety hazard is present to the user.
- i. Telephone instruments shall have touch-tone keypads.
- j. Amplified handsets may be required in specific areas. Those telephones shall be fitted with volume control device, which will allow the inmate to increase or decrease the volume of the handset earpiece.
- k. The Contractor shall provide system capabilities for protection from power surges and equipment capabilities for protection from power outages.

9. Management/Reporting Workstations

- a. Contractor must provide a comprehensive call management/reporting system that can be easily controlled/accessed. One (1) workstations and one (1) printer must be provided at four (4) sites. Two (2) workstations will be located off site; approximately 200 yards from the existing jail workstations and shall connect to existing local area network.
- b. Call management/reporting workstations should allow call blocking by telephone number and individual telephone on/off control both

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manually and by scheduling.

- c. The call management/reporting workstations must also provide easy to use reporting tools to access call history and detail. This information should be stored for a minimum of one (1) year.
- d. The Contractor shall provide all archival hardware, software, supplies and shall perform all system and database backups, archiving and system upgrades.
- e. The Contractor shall be capable of recovering all system data using a system back up.

10. Call Monitoring/Recording System

- a. Call monitoring and recording system that records every call made by the system and stores recorded calls for a minimum of one (1) year.
- b. The system shall have the capability to disconnect a call that is being monitored.
- c. Calls to certain predetermined telephone numbers shall not be recorded. The system must be able to exempt specific telephone numbers from monitoring or recording. The system must be capable of identifying specified telephone numbers as "do not record".
- d. The recording system shall incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their routine investigations.
- e. The system shall have the capability, on demand, to store recordings on the hard drive(s) and the recording must be accessible instantly.
- f. The system should include an alert system that will detect and notify calls made to restricted numbers, calls made by restricted individuals, or calls made from restricted phones.
- g. The system must provide for the monitoring of live inmate calls without any detectable deterioration of call quality or call interruptions.
- h. The system must be able to terminate a live, monitored call in real time.
- i. The system must be configured/networked such that all recorded calls may be accessed from any workstation.
- j. Each workstation must be equipped with easy to use hardware/software to allow the transfer of recorded inmate calls via e-mail, Scan Disk, CD-ROM, or other recordable or media storage in a

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non-proprietary format for use by investigating agencies.

- k. Ability to provide, print, download and e-mail reports on a daily, weekly, monthly, or real time basis. All reports should be selected by any combination of location, PIN, phone, number dialed, time/date, duration, call type, call status, etc., by Sheriff's staff.
- l. The system should have the capability of reverse lookup of phone numbers called to provide call detail.
- m. The system shall be fully supported by remote maintenance including remote polling capabilities and system self-diagnostic to create "trouble tickets" when a system problem is discovered.
- n. The system shall be capable of automatically transcribing flagged calls using "key word search".

11. Personal Identifiers (PIN) or Other Biometric Identification System

- a. The system, at the option of the County, should include an inmate biometric identification system or the capability of providing Personal Identifiers to identify the inmate placing the call. Current Jail Management System is Abbey Group.
- b. Discuss your firm's experience with Personal and Biometric Identifiers. Describe in detail the Personal Identifiers or other Biometric Identifiers your system uses and detail how the calls using this feature are accomplished and prevents fraud or misuse by the inmates.
- c. State the amount of administrative time required of staff to administer the Personal or Biometric Identifier Systems.
- d. State the ability to interface with Abbey Group's Jail Management System and the technology used to interface with it and any other jail related systems.
- e. Indicate the impact, if any, the use of PIN's or other Biometric Identification System has on commissions or fees.

12. Prepaid Services

- a. County requires deployment of prepaid (debit) services 30 days from the execution of the contract.
- b. For purposes of clarity, the County will consider **PrePaid Services** as a debit system, or cards (phone time) that are purchased by persons other than the inmate such as inmate's family or friends.

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- c. Discuss your success rate with your prepaid calling option(s), and what percentage of the phone calls are processed as prepaid collect or advance pay collect.
- d. State what fee(s), if any, a person pays for these services and how quickly calling to that number is restored.
- e. State the percentage increase in call volume and the increase in revenue generated for the County your Pre-Paid Services has had.

**13. Prepaid Calling Card Services**

- a. The telephone system, at the option of the County, should include a prepaid calling card function. Cards will be distributed to inmates through existing inmate commissary system, (current commissary vendor is Keefe).
- b. Phone cards should be available in denominations of \$10.00 (ten), and \$20.00 (twenty) dollars and will be purchased by inmates through commissary.
- c. The prepaid system shall be designed to allow inmates to query the system to determine remaining card value and to transfer value from one card to another. For example, an inmate must be able to transfer the remaining \$1.00 value from one card to a new \$10.00 card and be left with one \$11.00 card.
- d. The back of the prepaid cards must have instructions to released inmates to obtain a refund on unused value remaining on the card or the ability to use the card outside the correctional facility.
- e. Contractor must indicate rates and fees for local, intraLATA, interLATA, interstate, and international calls for the prepaid calling cards.

**14. Maintenance and Repairs**

- a. The equipment installed at the County Jail and Juvenile Services Center shall remain the sole and exclusive property of the Contractor. The County will not be responsible for any damage to equipment.
- b. The Contractor shall provide all necessary labor, parts, materials and transportation to maintain all inmate telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.
- c. The Contractor is responsible for all maintenance and repairs to inmate telephones and the inmate telephone system. A single point

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of contact with the primary contractor, via a toll-free telephone number and a e-mail address, must be established by the contractor for reporting all inmate telephone problems. This toll-free telephone number, with access to a live operator, shall be available for reporting inmate telephone problems 24 hours per day, every day of the year.

- d. The Contractor shall be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or the Contractor's equipment. When the Contractor determines the agency responsible for failure, then the contractor shall contact the agency responsible for failure and negotiate the desired services at no cost to the County. If the failure is determined to be the fault of the Contractor's equipment, hardware, software or wiring, the Contractor shall correct the problem at no cost to the County.
- e. The Contractor shall provide telephone equipment personnel who have been fully trained, manufacturer certified, and/or qualified on the equipment and software to be serviced.
- f. The Contractor will provide prompt repair of inmate telephones.
- g. The Contractor shall specify the service response time after notification by the County of a service problem.
- h. The Contractor will maintain an adequate inventory of spare parts readily available for repairs and maintenance of the system. The Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.
- i. The Contractor shall respond to an emergency request and be on-site, if necessary, within six (6) hours from the time of notification from the County to the emergency repair number, twenty-four (24) hours a day, 365 days a year.
- j. The Contractor will provide prompt repair of inmate telephone problems; minimally meeting the following repair times:

**Priority Level One** – Emergency Request. Multiple housing units that are not in operation, multiple inmate phones not operational, or entire system failure. Intake phones not operational, or the lack of ability to record or any other failure that severely limits the proper use of the phone system. Technician on site and repairs commenced within six (6) hours.

**Priority Level Two** – One entire housing unit that is not in operation or one inmate phone not operational. Repair will be made within 24 hours.

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**Priority Level Three** –One of multiple phones in a housing unit that is not in operation. Repair will be made by the end of the second business day.

- k. Contractor failure to meet the repair deadlines set forth shall result in a \$100.00 per day penalty being imposed for every out of compliance trouble report.
- l. The Contractor shall notify the County at least twenty four (24) hours prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts in excess of fifteen (15) minutes.
- m. Contractor must submit a detailed explanation of the maintenance/repair plan.

15. Customer Service/Account Representation

Contractor shall provide dependable, consistent, readily available technical support and customer service support 24 hours a day, 365 days a year.

16. Blocked Calls

- a. Calls cannot be blocked due to a lack of LEC or CLEC billing agreements with Contractor.
- b. Calls may be blocked to telephone numbers that have un-billable call blocks, or when the customer refuses to pay for approved calls to that number. The Contractor must provide a live operator or phone prompts to the calling party and a toll-free number to use in resolving billing questions.
- c. Contractor shall not bill users for incomplete calls (e.g., network intercept recordings, busy signals, and no-answers).

17. Fraud Detection

The County will not be responsible for any uncollectible charges.

18. Implementation

Contractor must provide detailed project/implementation plan describing the methodology to complete the services in a timely, orderly, and least disruptive manner.

19. Documentation

Contractor shall supply copies of documentation for training, operation, and system manuals.

**INMATE TELEPHONE SERVICE**20. Training

The Contractor will provide training on the inmate telephone workstation features and usage for all workstations. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training should occur no later than 14 days from the "go-live" date, at no cost to the County.

21. End of Contract

- a. At the end of the contract period, the contractor will work with County staff to facilitate a smooth transition of uninterrupted inmate telephone service with a replacement contractor. Any phone wiring and related conduit installed during the contract become the property of the County. Contractor equipment must be removed in such a manner as to allow existing telephone wiring to be reused.
- b. Contractor will provide the County with a list of all blocked, privileged, passive accept, and free phone numbers in the system to allow transition of this data into a new system.

22. Contractor Security Clearance

The County will require a security clearance on contractor employees who have need of access inside a correctional facility. The security clearance will be completed by Sheriff's staff at no charge to the contractor. Contractor employees who fail the security clearance will not be permitted inside the County Jail.

23. Additional Services

- a. The County may wish to interface the commissary system with the Inmate Phone System. Current commissary vendor is Keefe.
- b. The County would like an option for a new Jail Management System.
- c. The County would like the Contractor to replace the telephone on/off buttons (32 in number) located on the Main Jail control panel.
- d. Indicate the impact, if any, for these services commissions, costs and rates.

24. Commissions

- a. The County's goal is to maintain an acceptable level of income for the

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Inmate Welfare Fund while also providing the lowest possible phone rates and fees for inmates and their families.

- b. Contractor shall describe the commission to be paid to the Sheriff's Department and Probation Juvenile Services Center based on a percentage of revenues from all calls; collect, prepaid, debit, etc. Explain in detail the method used to calculate commission. (e.g., gross revenue, adjusted gross revenue, net revenue, etc.) State any applicable deductions from gross revenue before calculating the County's revenue. (i.e., uncollectible calls, total call, access line charges, clearinghouse charges, etc.)
- c. Compensation shall be paid on a monthly basis.
- d. Commissions shall be submitted to each agency via separate checks.
- e. Each check shall be accompanied by a detailed statement of usage and call records, including but not limited to time period covered, commission rate applied, number of minutes, and total revenue.
- f. The Contractor shall be responsible for any and all billing disputes, claims or liabilities that may arise in regard to its provision of this contract.

25. Rates and Fees

- a. Fair rates and fees to inmates and their families are an important part of the phone system. Charges for calls shall not exceed Federal Communications Commission Rates, California Public Service Commission tariffs and schedules.
- b. The vendor shall attach a chart indicating the charges that the Contractor proposes to use and the commissions the vendor would pay at each rate. NOTE: If more than one rate commission structure is being offered; please complete and attach a chart for each optional package.
- c. Provide a rate and fee table for all types of calls, local, intraLATA, interLATA, interstate, and international calls for the prepaid cards or debit system set-up. Identify all surcharges, administrative fees, per minute fees, long distance per minute fees, etc. Include information on any discounts for off peak or weekends.

26. Signing Bonus

Contractor may offer the Sheriff Department and Probation Juvenile Services Center a one-time signing bonus at the initiation of the contractual agreement. Any such signing bonus shall not diminish the rate of applicable commissions.

**INMATE TELEPHONE SERVICE**27. Monthly Reports

- a. The proposed system should be capable of generating reports for the County including:

- Customer account number
- Pay phone number
- Pay phone location
- Total calls by telephone number
- Total minutes for local exchange service by telephone number
- Total minutes for inter-exchange service by telephone number
- Total station revenue by telephone number
- Total revenue by account
- Billing time period covered

- b. Monthly summary reports including:

- Each account number
- Each account name
- Total calls per account
- Total minutes per account
- Total revenue per account
- Total compensation paid per account
- Billing time period covered

28. Right to Audit

- a. The County reserves the right to audit usage, revenue, commission, and repair data and records of any or all inmate telephones. The Contractor shall upon receipt of the written notice, provide all requested data and records to the requesting County Agency. The County shall provide a minimum of 10 days notice.
- b. The Contractor shall maintain financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until the County audits them, whichever event occurs first.

**INMATE TELEPHONE SERVICE**

- c. These records shall be made available during the term of the contract, as described above, and the subsequent three-year period for examination, transcription, and audit by the County, its designees, or other authorized bodies. Such audits will be conducted during normal business hours.

29. Permits

Unless otherwise provided herein, the Contractor shall at their expense obtain all permits, licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

**C. TERM**

The term of the negotiated contract will be for four (4) years, with two one (1) year extensions. The two one-year extensions may be exercised at the sole discretion of the County, subject to negotiation for commission and other considerations.

**D. SITE CONTACT PERSON**

Barry Shortz  
Correctional Lieutenant  
805-781-4605  
[bshortz@co.slo.ca.us](mailto:bshortz@co.slo.ca.us)

Once all RFP's have been received, a site visit will be arranged for those vendors who wish to attend.