DrinkerBiddle&Reath LLP

Lee G. Petro
202-230-5857 Direct
202-842-8465 Fax
Lee.Petro@dbr.com

Law Offices

1500 K Street N. W.
Suite 1100
Washington, D.C.
20005-1209

(202) 842-8800
(202) 842-8465 fax
www.drinkerbiddle.com

CALIFORNIA
DELAWARE
ILLINOIS
NEW JERSEY
NEW YORK
PENNSYLVANIA
WASHINGTON D.C.
WISCONSIN

February 3, 2016

By ECFS
Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

RE: *Ex Parte* Submission
Rates for Interstate Inmate Calling Services
WC Docket No. 12-375

Dear Ms. Dortch:

Pursuant to Section 1.1206(b) of the Commission's rules, the Wright Petitioners hereby submit the following information in connection with certain advice that is apparently being provided to governmental agencies regarding the *Second Report and Order* in the above-referenced proceeding.[1]

Previously, the Wright Petitioners submitted a letter that was sent to correctional authorities urging governmental agencies to adopt mandatory fees that would then be passed on to Inmate Calling Service (ICS) consumers by the provider.[2] After reviewing, that letter, the Chief of the Wireline Competition Bureau issued a letter stating that the *Second R&O* had not sanctioned this behavior. Further, the FCC expressed its commitment to continue monitoring the ICS industry in the event that parties submit:

> evidence of price gouging or other harmful behavior through, but not limited to, increased rates, ancillary service charges, and/or site commissions, we will not hesitate to take appropriate remedial action up to and including enforcement action pursuant to our legal authority under sections 201 and 276 or referral to another appropriate agency.[3]

Attached as Exhibit A is a document apparently being provided to correctional authorities and local governments. The Wright Petitioners have not been able to confirm the authorship of the document, and certainly are not asserting that the author is an ICS provider.

---

1 *Rates for Interstate Inmate Calling Services*, Second Report and Order and Third Further Notice of Proposed Rulemaking, 30 FCC Rcd 12763 (Nov. 5, 2015) (the "Second R&O").

2 *Wright Petitioners Ex Parte Submission*, WC Dkt. 12-375, filed Nov. 20, 2015.

3 *Letter from Matthew S. DelNero, Chief Wireline Competition Bureau, Federal Communications Commission, to Robert Pickens, President, Securus Technologies, Inc.*, DA 15-1392 (Dec. 3, 2015).

However, in light of FCC's statement that it will be "vigilant in monitoring the industry during the transition period," the Wright Petitioners believed that it was our obligation to submit the document for further consideration by the FCC.[4]

The contents of the document are startling, especially in light of the FCC's warning that it would remain vigilant. For example, the document begins with a statement that:

- In setting the rate caps, the FCC excluded the cost of site commissions and set rates below provider's costs to force them to stop paying site commissions.

It continues with the statement that, because the FCC will be monitoring the payment of site commissions, the FCC will "make further downward adjustment in rates, if providers are paying commissions." The obvious implication is that payments to correctional authorities will have to come in another form, otherwise the ICS rates will be adjusted.

Section IV of the document should be very problematic for the FCC, as it directly implicates the FCC's concerns expressed in the *Second R&O*:

- In order for an ICS provider to add on a Mandatory Fee to a customer's per minute rate, the Mandatory Fee must be an official directive that a governing body has adopted independently and of its own accord - ideally, it should be imposed by a resolution or ordinance of a state, county or municipality.

- The FCC order does not offer much insight as to what form of government action is needed to impose a valid fee. A fee that is imposed only pursuant to a contract would most likely be challenged by customer advocates and might not be upheld by the FCC. However, a fee that is imposed by a resolution or ordinance of a county or municipality, and that applies to all ICS services regardless of who is awarded a particular contract, most likely would be considered valid.

- ICS providers should not be present at any meeting of a governing body when it considers, drafts, or adopts a Mandatory Fee. Nor should ICS provider provide a writing of any kind to a correctional facility that includes a template or instructions for establishing a Mandatory Fee. The terms "site commission" and "commission" must never be used in any context or in any forum.

---

[4] *Second R&O*, 30 FCC Rcd at 12,889.

Finally, Section V of the document warns the intended reader that the FCC and "public activists" are watching their actions:

- If you make the decision that your facility wants to get a Mandatory Fee imposed by resolution or ordinance - don't be greedy! We don't want public activists and the FCC targeting facilities for collecting excessive mandatory fees. As a general rule, there should be some relationship to the amount of mandatory fees that you seek to get approved and the costs you directly incur related to the ICS system. The "mandatory fee" should be imposed by a resolution or ordinance.

Again, while we cannot confirm the authorship of the document, the clear implication is some party associated with the prison-industrial complex is providing a "How To" guide to ensure that:

i. ICS providers can reduce site commission payments to facilities or avoid payment them altogether;

ii. Correctional authorities and governments can continue to receive the same or higher level of compensation through payments which were previously called *site commissions*;

iii. The resulting ICS end user rates and charges will indirectly include site commissions as an element of cost as expressly forbidden by the FCC; and

iv. Consumers will again be subjected to ICS charges and fees that are unjust, unreasonable and unfair.

A recent RFP in Baldwin County, Alabama, offers an illustration of this situation.[5] The RFP issued by the County expresses its interest:

> The County is requesting bids to provide Inmate Telephone & Video Visitation Services at the Baldwin County Corrections Center. A turn-key fully operational system, which will provide Local, Inter LATA and Intra LATA service for which a **cost recovery rate** will be paid to the Baldwin County Sheriff's Office for all calls processed by coinless telephones. This method of providing service will include a single primary contractor with end-to-end network and equipment responsibilities.[6]

---

[5] *See* Exhibit B, http://open.baldwincountyal.gov/BidsVendor/ArchivedBids.aspx (last visited Feb. 3, 2016). The RFP and Bid Tabulation chart are available for review.

[6] *Id.*, pg. 6 (emphasis in original).

The County also indicated that it would award the contract to "the Vendor that is determined best able to provide the services described in the ITB at the highest cost recovery rate to the County."[7] There is no doubt, then, that Baldwin County still wants the highest payment it can extract from the ICS providers.

Apparently, the ICS providers were willing to go along with this request, along with the fiction associated with the County's demand being anything other than a site commission. The County's Bid Tabulation[8] indicates the following:

- ICSolutions, LLC – paying County 69%;
- Securus Technologies, Inc. – paying County $.20 per minute of use;
- Legacy Inmate Communications – paying County 85.6% and an annual guarantee of $175,000
- Infirmity Networks, Inc. – paying County $0.03 per minute of use (i.e., 18.75% of the per-minute cap); and
- Global Tel*Link – paying County $0.02 per minute of use.

It's not clear from the Bid Tabulation whether the cost of the per-minute commissions proposed by Securus, Infirmity and GTL will be passed on as a mandatory fee, but the representation of the County's cost recovery payment based on the per-minute rate certainly raises this concern.

In sum, to the extent that any ICS provider would charge more than the ICS rate caps adopted in the *Second R&O* just because Baldwin County seeks to change the name of "site commission" to "cost recovery," the FCC must step in and confirm that ICS consumers will not pay anything higher than the per-minute ICS rates and permitted ancillary fees adopted in the *Second R&O*.

Should you have any questions regarding these matters, please contact undersigned counsel.

Respectfully submitted,

Lee G. Petro

Counsel for the Wright Petitioners

---

7 *Id.*, pg. 8.

8 *See* Exhibit C.

EXHIBIT A

New Inmate Rate Order
FCC Second Report and Order (Released Nov. 5, 2015)

I. NEW MANDATED RATE CAPS

The new Intrastate Rate Order (the "new Order") that was approved in a 3-2 vote by the FCC on October 22, 2015, and released on November 5, 2015. The new Order is effective 90 days after publication in the Federal Register for state or federal prisons and effective 6 months after publication in the Federal Register for local and county jails

In the new Order, the FCC adopted the following tiered rate caps for all interstate and intrastate (including all local and long distance calls) inmate calls:

- 11 cents/minute for debit and prepaid calls in state or federal prisons.
- 14 cents/minute for debit and prepaid calls in jails with 1,000 or more inmates.
- 16 cents/minute for debit and prepaid calls in jails with 350-999 inmates.
- 22 cents/minute for debit and prepaid calls in jails with up to 349 inmates.
- Rates for collect calls are slightly higher in the first year and will be phased down to these caps over a two-year period.

II. COMMISSIONS

Although commissions were not banned in the new Order, the FCC indicated that it "**strongly discourages" the payment of site commissions.** In setting the rate caps, the FCC excluded the cost of site commissions and set rates below provider's costs to force them to stop paying site commissions. In addition, **ICS providers are required to report** annually by facility type and size, **the amount of site commissions paid to each such facility**. Based upon this data, the **FCC will monitor compliance and make further downward adjustment in rates, if providers are paying commissions**.

III. ANCILLARY FEES

Ancillary service fees are capped in some cases and banned in many others:

- Automated payment by phone or website: $3
- Payment through a live agent: $5.95
- Paper bill fee: $2
- Third-party financial transaction fees, such as fees charged by MoneyGram or Western Union, may be passed through with no mark-up
- Prohibits all other ancillary service charges

IV. MANDATORY FEES

Definitions – Rule 64.6000(n)

> "'Mandatory Fee' means a fee that a Provider is required to collect directly from Consumers, and remit to federal, state, or local governments."

Taxes and Fees – Rule 64.7070

> "No Provider shall charge any taxes or fees to users of Inmate Calling Services, other than those permitted under section 64.6020 [transaction/funding fees], Mandatory Taxes, Mandatory Fees, or Authorized Fees."

In order for an ICS provider to add on a Mandatory Fee to a customer's per minute rate, **the Mandatory Fee must be an official directive that a governing body has adopted independently and of its own accord – ideally, it should be imposed by a resolution or ordinance of a state, county or municipality.**

See this language from the text of the FCC Second Report and Order:

> 191. **ICS providers are permitted to recover mandatory applicable pass-through taxes and regulatory fees, but without any additional mark-up or fees. The Commission has defined a government mandated charge as follows: "amounts that a carrier is required to collect directly from customers, and remit to federal, state or local governments."** ...Commission precedent prohibits providers from placing a line item on a carrier's bill that implies a charge is mandated by the government when it is in fact, discretionary.
>
> 192. ... However, we reiterate that it is misleading "for carriers to state or imply that a charge is required by the government when it is the carriers' business decision as to whether and how much of such costs they choose to recover directly from consumers through a separate line item charge." As such, we do not permit fees or charges beyond mandatory taxes and fees, ...This will help ensure, consistent with the goals of the reforms adopted in this Order, that ICS end user's rates are just, reasonable and fair because they are paying the cost of the service they have chosen and any applicable taxes or fees, and nothing more.

The FCC order does not offer much insight as to what form of government action is needed to impose a valid fee. A fee that is imposed only pursuant to a contract would most likely be challenged by customer advocates and might not be upheld by the FCC. **However, a fee that is imposed by a resolution or ordinance of a county or municipality, and that applies to all ICS services regardless of who is awarded a particular contract, most likely would be considered valid.**

ICS providers should not be present at any meeting of a governing body when it considers, drafts, or adopts a Mandatory Fee. **Nor should ICS provider provide a writing of any kind to a correctional facility that includes a template or instructions for establishing a Mandatory Fee.**

The terms "site commission" and "commission" must never be used in any context or in any forum.

V. GUIDANCE – AMOUNT OF MANDATORY FEES

If you make the decision that your facility wants to get a Mandatory Fee imposed by resolution or ordinance - don't be greedy! We don't want public activists and the FCC targeting facilities for collecting excessive mandatory fees. As a general rule, there should be some relationship to the

amount of mandatory fees that you seek to get approved and the costs you directly incur related to the ICS system. The "mandatory fee" **should be imposed by a resolution or ordinance.**

ACA suggests the following guidelines on the amount of such mandatory fee:

Rate Cap for Prisons:	Guidelines on Mandatory Fee Per Minute Adder:
$0.11 per minute	$.__ to $.__

VI. EXAMPLE OF STAUTORY LANGUAGE THAT ADDS MANDATORY FEES

Tennessee has a statute that adds $.10 to each completed inmate call (Tennessee Code 41-7-104):

> (c) A fee of ten cents (10cent(s)) shall be collected for each completed telephone call made by an inmate housed in a local jail or workhouse. Such fees shall be remitted by the telephone service provider to the state treasurer each quarter and credited to a special account in the state general fund designated as the local correctional officer training fund to be used exclusively to fund certification training provided through the institute for local correctional personnel within the state. The institute's board of control shall approve all expenditures from the fund. Funds deposited in the account shall not revert to the general fund at the end of any fiscal year.

Note: the fees are collected and remitted by the ICS provider to the state treasurer each quarter and credited to a special account in the state general fund designated as the local correctional officer training fund to be used exclusively to fund certification training provided through the institute for local correctional personnel within the state. Funds deposited in the account shall not revert to the general fund at the end of any fiscal year.

EXHIBIT B

COMPETITIVE BID

STATE OF ALABAMA

COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, ("Commission"), will **receive bids in the Purchasing Office on January 26, 2016 at 10:00 A.M., for the Installation, Service and Operation of the Inmate Telephone and Video Visitation Services for the Baldwin County Sheriff's Office. Bids will be opened on January 26, 2016 at 10:30 A.M., in the Purchasing Conference Room located at 257 Hand Ave., Bay Minette, Alabama. Bids received after the January 26, 2016 at 10:00 A.M., deadline will not be considered.** All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

PRE-BID CONFERENCE

A **mandatory Pre-Bid Conference** will be held at the Baldwin County Purchasing Conference Room located in the Annex III Building at 257 Hand Avenue, Bay Minette, AL., on **Thursday, January 21, 2016 at 10:00 A.M., Central Standard Time.** **ALL INTERESTED BIDDERS MUST ATTEND.** Vendors will not be allowed to submit a bid for this project if they or a representative of their company does not attend the Pre-Bid Conference.

SEE ATTACHED SPECIFICATIONS

This invitation package consists of **THIRTY-SIX (36)** pages. Bidders shall verify that they have received all pages as indicated. If all pages have not been received, then it is the responsibility of the bidder to contact the Purchasing Manager, Wanda Gautney at (251) 580-2520 phone, (251) 580-2536 fax.

GENERAL BID INFORMATION

Bidders shall carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this invitation to Wanda Gautney in writing or by e-mail (wgautney@baldwincountyal.gov) in sufficient time for a reply before submission date of bids. The Commission cannot, and does not, guarantee that such inquiries sent by mail or e-mail will be received timely or prior to the required submission date and time. It is the responsibility of the bidder to contact the Purchasing Manager, Wanda Gautney at (251) 580-2520, if a reply is not received.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment considered best suited for Baldwin County.

Contact initiated by a potential bidder with a county official will be only as specifically set out in this invitation. Any other contact with a county official initiated by a potential bidder or bidder regarding this bid, **between the date of this invitation to the date of bid award**, shall be deemed and treated as an attempt to unduly influence the bid award, and may be grounds for rejection of the bid submitted by the bidder initiating such other contact, at the discretion of the Baldwin County Commission.

BIDDER QUALIFICATIONS

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, rules, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be licensed and permitted in accordance with the Code of Alabama, Title 10, concerning corporations doing business within Alabama, title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non confidential evidence or documentation is encouraged to be submitted with the Bid Package

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies**, and therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws, rules and regulations. For more information about the Federal regulations visit the website http://www.gpoaccess.gov/index.html Code of Federal Regulations.

All bidders must provide proof of proper certification of authority, and any required registration to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

PREPARING THE BID

Bids must be typed or handwritten in ink. A bid submitted in pencil is unacceptable. The Bid Guarantee and Bid Response Form must be the original paperwork; copies are not acceptable. All required paperwork must be received in the sealed Bid Package.

These specifications exhibit the general intent and purpose of Baldwin County regarding this bid, and they shall be so considered by the bidders. Accordingly, the bidder admits and

agrees that said specifications are not complete in every detail. The bidder also agrees that the work and materials not indicated, or expressly mentioned in these specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work the same as if fully and expressly indicated and specified.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. The exceptions shall be labeled **"EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS,"** and shall be attached to the front of the bid inside the Bid Package. Additional features and/or capabilities not included in the specifications may be included in the bid.

To facilitate the bid evaluation and tabulation, bids should be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:
(1) Cost using material as specified.
(2) Cost using material as specified of at least 25% recycled material, if available.
It is the intent of the Commission to award bids which include recycled material when not prohibitive in cost and when in compliance with all other terms and conditions of the Alabama Competitive Bid Law.

IF THE TOTAL PROPOSED BID AMOUNT EXCEEDS $10,000.00, A BID GUARANTEE OF AT LEAST 5% OF THE PROPOSED BID AMOUNT, NOT TO EXCEED $10,000.00, WILL BE INCLUDED WITH THE BID. Such bid guarantee shall be in the form of a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, or Letter of Credit. **No exceptions will be allowed.** In the event that a bidder is unable to, or does not, accept the bid award, the bid guarantee may be forfeited to the County at the County's discretion.

SUBMITTING THE BID

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The bidder and the Financing Agency will be held to the requirements stated in the Invitation to Bid. Any assignment of the financing agreement must be approved by the financing agency and the County Commission. Failure to disclose the financing information and all conditions will disqualify the Bidder at the County's discretion.

Bidders that are returning a **NO BID** statement shall write on the outside of the Bid Package, the **Bid Number (i.e. WG16-12) with "NO BID"** written underneath. The Bid Package will not be opened in public, but it will be noted that the bidder did respond.

Bids may be hand delivered at any time prior to the bid opening date and time to the Baldwin County Purchasing Office, Annex III Building, 257 Hand Avenue, ATTN.: Wanda Gautney, **(mailing) 312 Courthouse Square-Suite 15, Bay Minette, Alabama 36507**. The

Commission cannot guarantee that bids sent by mail or courier will be received will be received on or before the bid opening day and time as required. Bids received after the deadline shall not be accepted and shall be returned.

All bids received must be in a sealed envelope plainly marked, **"WG16-12" "INMATE TELEPHONE & VIDEO VISITATION SERVICES."** Bids submitted by Express/Overnight" services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are invited to attend the bid opening.

BID AWARD

The Baldwin County Commission, at its discretion, may offer an extension of the Contract awarded to the successful bidder for an additional period not to exceed twelve (12) months or until such time that a new contract can be bid and awarded. Any extension will be at the same prices, terms and conditions. Any extension must have the written approval of both the County and Awarded Bidder within sixty (60) days prior to the expiration of the original contract.

All factors stated in this invitation package will be considered in determining the successful bidder, and any omission(s) of the stated requirements may be cause for rejection of the bid (s), all as determined solely by the Baldwin County Commission.

The County Commission reserves the right to study bids as to their correctness and may award the bid within a thirty (30) day period, but the County Commission reserves the right to extend the bid award for an additional thirty (30) days until an award decision can be made.

The Baldwin County Commission reserves the right to reject any, and all bids, to waive any informality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

TITLE 39/CODE OF AL COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of Alabama 1975.

More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

> "(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. . ." §39-1-1(f)

Code of Alabama 1975.

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand ($50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1 (g) Code of Alabama 1975.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the respective contracts resulting therefrom. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

Done this 5th day of January, 2016.

TUCKER DORSEY, Chairman
Baldwin County Commission

BID #WG16-12 SPECIFICATIONS

PURPOSE

The purpose of this Invitation to Bid (ITB) is a solicitation by the Baldwin County Commission for bids from qualified vendors of inmate telephone service to provide inmate telephone equipment and related services at the correctional facility supervised by the Sheriff's Department.

Equipment, products and services, which are not specifically requested in this Bid that are necessary to provide the functional capabilities proposed, shall be furnished.

The purpose of this Bid is to ensure a fully operational, flexible, secure and reliable inmate telephone system and to provide the County the means to ensure the lawful and legitimate use of the system. The provision of inmate telephone services is considered a critical service element and the system's quality, performance and reliability of service are high priority to the County.

The County is requesting bids to provide Inmate Telephone & Video Visitation Services at the Baldwin County Corrections Center. A turn-key fully operational system, which will provide Local, Inter LATA and Intra LATA service for which **a cost recovery rate** will be paid to the Baldwin County Sheriff's Office for all calls processed by coinless telephones. This method of providing service will include a single primary contractor with end-to-end network and equipment responsibilities. Sub-contractor relationships will be permitted and encouraged to obtain and maintain end-to-end service.

DEFINITIONS

Vendor: Refers to the vendor of the proposed equipment and services.

County: Baldwin County Commission and Baldwin County Sheriff's Office

A. GENERAL

The following requirements are mandatory. Vendors are required to submit documentation (with their Bid Response) that their proposed system capabilities to meet these requirements.

In addition to meeting or exceeding the requirements defined herein, the successful bidder will provide current specifications for all hardware and software, a full description of optional and standard features and a list of at least five (5) contact agencies which have been using the proposed system in a similar size environment as the Baldwin County Corrections Center.

It is not Baldwin County's intention to pay any charges, either to the successful bidder or sub-vendor for the establishment of this service, removal of existing service and equipment, and adding/deleting future equipment as identified by the Baldwin County Corrections Center.

The successful bidder must provide for a local inmate telephone repair service that is acceptable to the Baldwin County Corrections Center. Said repair service shall be capable of repairing, modifying, installing, removing and reprogramming of the installed equipment and shall have adequate inventory of repair and/or replacement parts. Repairs must be completed within 24

hours of report to the vendor by the Baldwin County Corrections Center. In the event of a 50% or greater systems failure, the vendor must respond within 4 hours of report by the Baldwin County Corrections Center and have the system operational within 24 hours, unless the Baldwin County Corrections Center agrees to an extension. The inmate telephone provider will provide the Baldwin County Corrections Center with a toll-free, 24 hour, 365 day telephone number to report repair or maintenance problems. The inmate telephone provider will provide a toll-free telephone number for the inmates' family members to call regarding their telephone bills. System must NOT require on-site intervention for re-boot. System must not require replacement fuses, batteries, and other peripheral hardware.

1. Each Vendor must prepare a written bid. All pages of the response must be numbered. ITB's must be formatted consistent with the specific sections and numbered paragraphs and must respond to each on an individual basis. Failure to address any item must be interpreted as non-responsive. Vendors must respond to all paragraphs and submit the following:

   Letter of Transmittal
   Vendor Qualifications
   ITB Specification Responses
   References
   Financial Statement
   Rates and **Cost Recovery Rate** (Completed Schedule B)
   Installation Plan
   Account Support Narrative

2. An authorized representative of the Vendor must sign each ITB response. Additionally, it should include the name(s) of the person(s) authorized to negotiate with Baldwin County.

3. **Original and three (3) copies** of the **ITB response**, written clearly and legibly, must be submitted in a sealed envelope plainly marked on the outside **"COMPETITIVE BID#WG16-12 - INMATE TELEPHONE & VIDEO VISITATION SERVICES."**

4. The ITB responses must be received by the Baldwin County Commission on or before the date and time shown on page 1 of the invitation to bid documents. Responses not received by this date and time will be automatically disqualified from consideration.

A. 1 VENDOR INQUIRIES

If additions, deletions, modifications or clarifications to the ITB become necessary, the changes will be noted by written addendum to the Vendors. Nothing presented orally during Vendor inquiries or pre-bid conference will modify or alter the specifications. All inquiries concerning this ITB should be sent to:

Ms. Wanda Gautney, Purchasing Manager

Baldwin County Purchasing Department 312
Courthouse Square Suite 15 (mailing)
257 Hand Avenue (physical)
Bay Minette, Alabama 36507
wgautney@baldwincountyal.gov
Phone: (251) 580-2520
Fax: (251) 580-2536

A. 2 AWARD

The County will review all ITB responses to ensure compliance with the specifications. Vendor may be excluded from further consideration for failure to comply with the specifications of the ITB.

The County reserves the right to accept or reject any or all bids, or to waive any informalities and irregularities in bids received, whenever such rejection or waiver is in the interest of the County.

To ensure specified performance of the proposed system, the County reserves the right to require a finalist(s) demonstration/presentation of system.

Bid award will be to the Vendor that is determined best able to provide the services described in the ITB at the highest cost recovery rate to the County.

All companies responding to this ITB must disclose any and all fees, charges and surcharges be listed that may be charged to any customer for any service offered to an inmate as part of their response to this ITB.

The Cost Recovery Rate to be paid is based on any and all gross revenue, collected or not, generated by the use of the inmate phone system either directly or indirectly, by any party. That revenue includes but is not limited to phone calls, video calls or communication, text, email and any other services that may be offered.

A. 3 PERFORMANCE BOND

All vendors shall submit a **$10,000.00 Bid Bond** with their Bid Response. The awarded vendor shall provide the County a **$40,000.00 Performance Bond** within 30 days after the contract is awarded. A company licensed to do business in the State of Alabama shall issue the said bond. The inability to provide a performance bond shall disqualify the contractor from installing their system, and the vendor shall forfeit their bid bond. The performance bond shall be required for the length of the contract.

A. 4 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

A. 5 INSURANCE REQUIREMENT

The awarded Contractor shall take out and maintain, during the life of the Agreement, such Bodily Injury Liability and Property Damage Liability Insurance while performing work covered by the Bid from any and all claims for damages for bodily, injury, including accidental death, as well as any and all operations under the Agreement, whether such operations be by the contractor, or by any Subcontractor or by anyone directly or indirectly employed by either. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than $1,000,000.00. The Baldwin County Commission, the Baldwin County Sheriff's Office and their Departments and employees shall be named as additional insured.

A. 6 CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained and such insurance has been approved by the County. The Contractor shall not allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

A. 7 INDEMITY AND HOLD HARMLESS PROVISION

To the fullest extent allowed by law, the Contractor shall at all times indemnify, defend and hold County and its Commissioners, the Baldwin County Sheriff's Office and their affiliates, employees, agents, and representatives (collectively referred to in this Section A.7 as the "County") harmless from and against all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death), property damage and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will, at his expense, defend on behalf of the County, their officers and employees, either or all, any suit brought against them or any of them arising from any such cause.

A.8 COMPENSATION INSURANCE

The Vendor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, the Baldwin County Sheriff's Office and their Departments and employees shall be named as additional insured.

A .9 PRIME CONTRACTORS RESPONSIBILITIES

Vendor will assume responsibility for delivery of services and performance, regardless whether or not the Vendor subcontracts any of these items listed in the ITB. The Vendor will be the sole point of contact regarding contractual matters, including performance of installation, services and maintenance of the equipment. Vendor will be totally responsible for all obligations outlined under this ITB. The Vendor cannot resale or assign the original contract without the permission of Baldwin County.

A. 10 TIME OF COMPLETION

Work shall begin within forty-five (45) days after award of contract unless otherwise notified. Project must be completed within sixty (60) days after work begins.

A. 11 EQUIPMENT ACCEPTANCE

Final acceptance for each equipment item furnished under this contract may be subject to testing after completion of the installation. Acceptance criteria shall be comprised of an inspection of product installation so as to assure compliance with this ITB and construction and electrical codes according to the normally accepted standards of workmanship, as well as performance testing of the system and its components to assure compliance with contractual specifications and requirements. Work or materials not in compliance with the specifications shall be repaired, removed, or replaced, at the expense of the contractor.

B. CONTRACTUAL RELATIONSHIP

Nothing contained herein creates any contractual relationship between the County and the Vendor, contractor, sub-contractor, or supplier. However, bidding statements contained in the response of the successful vendor and the technical service requirements contained herein will become part of the Contract for the equipment, installation and services.

B. 1 Contract Term

The contract resulting from this ITB shall be for a period of three (3) years to begin on the date of the full execution of the Contract. At the end of the Contract, Vendor agrees to provide service on a month-to-month basis until the County can procure a new Contract through the ITB process.

B. 2 Termination

The County may terminate the resulting agreement in the event of a material breach by the Vendor. The County will give a thirty (30) day written notice of the breach. If the specified breach is not corrected by the Vendor within the thirty (30) days, the County will have the right to terminate this agreement without further notice.

B. 3 Licensing, Certification, and Other Statutory Requirements

It is the responsibility of the Vendor to meet and obey all applicable Federal and State Licensing and certification requirements. This will be done at the Vendor's expense, with no expense to the County. All applicable federal, state, and local laws, rules and regulations governing telecommunications service contracts will apply to the Contract throughout and be deemed incorporated into the Contract.

No vendor shall present itself as a provider of Inmate Calling Service in the State of Alabama without proper authority and certification from the Alabama Public Service Commission.

B. 4 Installation/Disconnection

The County will unilaterally determine the locations as well as the need for future installations and disconnects. Successful Vendor will be responsible for all costs associated with the installation or disconnection throughout the term of the Contract.

B. 5 Present Inmate Telephone Service

Inmate Calling Solutions is currently providing Inmate Telephone Service for the Baldwin County Correctional Center. The Correctional Center has an average daily population of 580.

B. 6 Miscellaneous Requirements

1. Each Vendor should enclose a copy of the terms and conditions of their standard Contract.

2. Vendors should make every attempt to use technological terminology in their bid that is common to the industry and technology used by the County. Comparable terminology may be substituted where appropriate if the Vendor provides clear and concise definitions.

3. The County will not be liable for any of the costs incurred in preparation and presentation of the bid.

4. Any material submitted by the Vendor that is considered confidential in nature must be clearly marked as such.

5. Vendor is required to state compliance with each requirement as contained herein.

C. VENDOR QUALIFICATIONS

C. 1 Experience

Vendor must be experienced in providing phone services to large customers with at least 100 stations in one location and must have an installed base of no less than 100 inmate telephone

systems. Response to this paragraph must be a full capability statement, including, but not limited to the following:

1. Years and nature of experience in telephone business.

2. Certified financial statements. Vendor must show proof of profitability and financial stability.

C. 2 References

Vendor must provide a list of 5 current customer references that the County may contact. **IT IS NOT ACCEPTABLE TO RESPOND THAT VENDOR'S CUSTOMER REFERENCES ARE PROPRIETARY INFORMATION.** Vendors are advised that references will be contacted without further consent or approval of the Vendor.

C. 3 Subcontractors

If any part of the work is or will be subcontracted, the Vendor must provide the name and address of the subcontractor within the bid response. All subcontracted work will be bound by the same terms as contained in the Contract. Vendor will be held responsible for all work performed by the subcontractor.

D. TECHNICAL REQUIREMENTS

D. 1 Purpose and Intent

The purpose and intent of this bid is for the provision of approximately **51** existing fixed inmate telephones and **26** visitation phones at the Baldwin County Corrections Center.

Vendor must propose equipment, local, intralata and interlata services. Vendor should propose a package including installation, maintenance and payment to the County of monthly **cost recovery rate**. Vendor must inspect each installation site and provide replacement telephones, enclosures and panels as needed.

D. 2 System Configuration

1. The inmate telephone system proposed by the Vendor must be a turnkey, Non-Coin Telecommunications Service.

2. The proposed inmate telephone system at the Baldwin County Corrections Center facilities must be capable of completing station-to-station and/or prepaid, debit or automated collect calls from inmates.

3. The proposed inmate telephone system must not require any electrical outlets at the actual telephone set locations.

4. The system should have the capability of simultaneously recording all inmate calls 24 hours a day, 7 days a week and storing the call recordings for the length of the contract.

D. 3 Instruments

1. If the telephones are replaced, Vendor must install new inmate stations made of heavy gauge steel construction with armored keypad and lexan type handset. All units must be provided with an 18 inch handset cord, which will withstand 800 pounds of longitudinal tension. Each station must be secured with special security type screws. Keyed locks will not be acceptable. Telephones must be in full compliance with Americans with Disabilities Act (ADA). Vendor must provide catalog cut sheet of proposed telephone instruments.

2. Inmate telephone sets must be wall mounted, of stainless or equivalent tamper-resistant durable construction.

D. 4 Access

1. The inmate telephone system must provide outgoing collect service with no access to direct dialed or operator handled service.

2. The system must be restricted to outgoing calls only, no incoming calls are allowed.

3. Facility officials must retain the capability of turning off or blocking service to any telephone or group of telephones from a central location inside the facility.

4. The system must be capable of accepting changes in a central location that have immediate effect on all sites. PIN's, allowed number lists and blocked number lists should be controlled from a central location for data consistency.

5. All telephones must be FCC registered and Contractor's current FCC number must be provided as part of the bid response. Vendor must submit a detailed description of all specific features offered.

6. The system proposed must be designed to use only an automated operator to place inmate calls. The system should provide clear voice prompts to complete calls without the use of an operator. Vendor must provide a clear description of all automated operator services that will be used for Inmate calls.

D. 5 Calling Instructions

Each telephone shall have easy to follow voice instructions for the type of calls allowed. In addition, voice prompt instructions will be provided to the inmate in up to ten (10) languages chosen by the County.

D. 6 Problem Reporting Capabilities

The proposed system should have automated problem reporting system that provides visual notification to the Vendor when issues arise. Vendor must be required to fully describe those capabilities in response to this paragraph. Vendor must notify the County of any failures immediately with an estimated restoration time. Vendor will provide updates every four hours until service is restored.

D. 7 Call Blocking

The system must be capable of blocking an unlimited number of individual numbers. Vendor must state the method and quantity of telephone numbers the system can block. Blocked numbers must be able to be entered at a central location and have immediate effect either at the facility level or system-wide.

D. 8 Call Branding

All collect calls placed from the Baldwin County Corrections Center on the inmate telephones must be capable of being identified to the called party as follows:

> "This is a collect call from,_____(Inmate speaks name or system plays inmate's pre-recorded name) an inmate at Baldwin County Corrections Center."

The system should provide the called party with the ability to hear calling rates as they apply to the phone call they are receiving.

In addition, the system must have the capability to inform the called party at selected intervals during the conversation that they are speaking with an inmate and that the call is being monitored and/or recorded.

D. 9 Answer and Termination Detection

The telephone system must record the method in which the call was accepted or denied. Further, the system must record the method in which the call was terminated. This information must be contained within the call detail records (CDR) and be included in call detail reports.

D. 10 Call Detail Reports

1. The inmate telephone system must provide full call detail records for use in administrative and investigative purposes. The inmate telephone system memory should be capable of all call record detail for the length of the contract.

2. Call detail reports should be available to the County on a real time basis via the on-site terminal. The records must provide the following minimum information on all

outgoing calls:

A. Time of day originated and terminated
B. Station number originating call
C. Number dialed
D. Line or Trunk group and trunk number call route
E. Duration of call in minutes and seconds
F. Method of call termination
G. Location of the station originating the call
H. Cost of the Call

3. All call detail records must be collected and stored real time at a central, secure location with redundancy.

4. The proposed system must provide to facility personnel the following reports, displaying, and printing both real time and historical detail records.

A. Calls from a specified inmate phone
B. Calls to a specified destination number
C. Calls from a group of inmate phones
D. Calls of a certain type (e.g. free calls)
E. Calls through a particular trunk line
F. Calls with recorded conversations
G. Calls with attached Notes
H. Calls with keywords found in Notes
I. Calls of a specified duration
J. Calls for a specified inmate PIN
K. Calls with a specified Start or End code
L. Completed calls
M. Incomplete calls
N. Incomplete calls that validated
O. Locked calls

5. Samples of call detail reports must be provided.

6. The inmate telephone system must be able to generate frequency reports including origination number, destination number, inmate PIN, and trunk identification number.

D. 11 Call Length Control

Facility officials must be given total flexibility to limit the length of calls placed by inmates, e.g. 15 minutes. The inmate must be warned prior to disconnecting that the call time limit is about to expire. The system must provide the ability to set such time limits at the pin and station level, as well as globally across the system.

D. 12 Call Supervision

1. The inmate telephone system must provide live-monitoring capability via a line indicator at a central location with which facility personnel should have the ability to select any access line by issuing a simple keystroke command. This capability must be provided from any workstation to any facility.

2. Neither the called party nor the inmate should detect an audible indicator that would warn him/her that the line is being monitored.

3. All call monitoring should be available via the inmate telephone system workstation. No other equipment should be required. Each workstation shall have access to the activity of any site in a system.

4. The inmate telephone system should allow users with the appropriate password level to terminate an inmate call in progress instantly from the PC workstation.

5. System users with the appropriate password level should have the ability to break-in on a specific inmate call in progress and talk to both parties (the inmate and the called party).

D. 13 Call Validation

1. All calls must be validated at a central location, on a real time basis to eliminate access to blocked numbers, cellular telephones, payphones, pagers or other unacceptable numbers.

2. The system must be designed to eliminate any and all access to a live operator.

3. PIN's, allowed number Lists and blocked number lists must be part of the validation process and maintained centrally.

4. A method for completing calls to CLEC customers (e.g. unbillable numbers) in real time must be provided. The system must provide a method for completing calls to CLEC customers on the first and subsequent calls. Please explain how your system accomplishes this requirement.

D. 14 Controlled Access

1. The proposed inmate telephone system must provide facility officials with a means of controlling general access to telephone services. The system should provide a means to set telephones and groups of telephones in or out of service at predetermined times. Vendor must describe in detail how this will be accomplished.

2. Facility officials must have the capability of shutting down all telephones in a cellblock, all telephones in the entire facility or all phones system-wide from a single central interface.

D. 15 Fraud Control

1. Aid in controlling fraudulent use of the telephone network must be provided by interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing.

2. The County will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Fraudulent calls must be the sole responsibility of the Vendor.

3. The system must have the capability to detect the dialing of additional DTMF's following call connection. Upon detection, the system should play a warning message to the inmate and the called party.

4. The system must provide the ability to detect and flag three-way calls. Facility personnel should be provided with the ability to mark the call as a three-way call, disconnect the call, or both.

D. 16 Inspection Audit and Maintenance of Reports

1. The Vendor must maintain books, records and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.

2. The County or their representatives must have reasonable access, for the purpose of examination, to any books, documents, papers and records of the Vendor as they may relate to this Contract.

3. The County may cancel any resultant Contract for refusal by the Vendor to allow reasonable access to all documents, papers, or other materials originated or received by the Vendor in conjunction with this Contract.

D. 17 Maintenance Diagnostics

1. The system software should be designed to interrogate the system to perform continuous self-test diagnostics without County personnel intervention.

2. When the system detects a problem, a visual notification should immediately be displayed to the support staff in the vendor's maintenance center.

3. Vendor must include with submitted bid clear, concise information describing the operation of the diagnostic system.

D. 18 Network Access

1. Vendor must provide an interface that allows control, monitoring, ability to listen to recorded conversations and PIN administration from a central location. Changes made through this interface must take effect immediately. Describe in detail how this will be accomplished.

2. Describe in detail the process a call would follow including voice prompts, validation process, and acceptance/denial process.

D. 19 Inmate PIN System

1. The inmate telephone system must be capable of assigning a unique PIN for each inmate. Each PIN should be between six (6) and fifteen (15) digits in length. The system must provide an automated PIN setup feature that allows an inmate to set up his own PIN account. Please describe the system's ability to provide this feature in detail.

2. Call duration, call velocity (# of calls allowed within a specified time frame), programmable free calls and phone usage periods must be programmable by individual inmate PIN.

3. Each inmate PIN must have the ability to have an associated call allowed number list that includes telephone numbers the inmate is permitted to call.

4. The inmate telephone system must provide a method for inmates to automatically build their own allowed number list. Please describe the system's ability to provide this feature in detail.

D. 20 Officer Check – In

The system must have the capability of allowing corrections officers to "check in" from any phone in the system, entering his PIN number and creating a report log of the time, date, and location of the phone used to "check in".

D. 21 Hot Number Alerts

The system must allow an administrator to designate "Hot" Pins and "Hot" destination numbers. When the system detects that a call is being made using any of these Pre-programmed "Hot" Pins or destination numbers, the system must automatically call destination numbers designated by the County. These designated numbers should include direct-dial desk phones, officer cell phones, home telephones, and pagers. Alerts to any type of phone should prompt the recipient for a security code, and, after receiving a proper code, conference them into the call. The recipient should be undetected by the inmate and called party; however, they should have the ability to disconnect the call or cut into the call and talk to each party. Alerts to pagers should send information to the specified pager including the number being dialed, the Pin used in dialing, etc.

D. 22 Miscellaneous Telephone Equipment

Vendor must provide as part of this Contract all non-expendable miscellaneous equipment such as computer, printer, modems and system software necessary to allow facility officials to query, display and print individual inmate telephone activity. Equipment must be supplied with system software needed to interface with the Inmate Telephone System to perform such functions as traffic management, system administration, call blocking and maintenance diagnostics. System software must be security level based and password protected.

D. 23 Operator Services and Voice Prompts

1. Automated operator services provided by the inmate telephone system must provide for a maximum of ten (10) languages. At a minimum, these language options must include English and Spanish.

2. If additional languages should be required, the system must be capable of providing automated operator voice prompts in up to ten (10) languages at no extra cost to the County. Modification or addition of languages must be made at no extra cost to the County.

3. Any voice prompt required during the operation of the inmate telephone must be clear and concise.

D. 24 Uninterrupted Power Supply (UPS)

Inmate Telephone Systems at the facility must be provided with an uninterruptible power supply (UPS). The UPS must prevent potential problems in the telecommunications system caused by power surges and spikes.

D. 25 System Integrity

1. It must be the responsibility of the Vendor to assure an operational system including any and all interfaces with the regulated common carrier and the availability of required central office facilities. By submitting a bid, the Vendor agrees that:

    a. The Vendor is familiar with the local conditions under which this inmate telephone service system must perform.

    b. The Vendor possesses the capabilities, hardware, and personnel necessary to provide an efficient and successful inmate telephone service system.

    c. The Vendor agrees that they must be solely responsible for all services proposed. Notwithstanding the details presented in this ITB, it is the responsibility of the Vendor to verify the completeness of the requirements and their suitability to meet

the intent of this ITB. Any additional necessity for services required by the Vendor to meet these specifications must be provided by the Vendor at no extra cost or decrease of **cost of recovery rate** to the County.

D. 26 Recording Requirements

The County requires the following recording features.

1. The inmate telephone system must provide a fully integrated recording component for use in recording inmate telephone calls. Inmate telephone administration, conversation monitoring, and conversation recording and playback should all take place from a single workstation.

2. The system should utilize current technology in hardware, specifically hard disk drive arrays for long and short-term storage. These arrays should be configured for maximum performance.

3. The system must utilize self-contained, hard drive call record storage. DAT tape and other off line or "near-line" methods are not acceptable. Call records must be easily retrieved. This process must be simple as well as expedient.

4. The recording system must store call recordings for the length of the contract on-line for immediate retrieval without requiring PCSO personnel for media changes. Must provide Baldwin County Corrections Center access to the data for a period of one (1) year after the end of the contract.

5. For playback purposes, the recording system must provide the facility personnel the ability to search by individual PINS, specific date and time criteria, individual destination numbers, individual inmate telephones, or a group of inmate telephones.

6. The system must provide a playback history list of a recorded call(s) to determine every user that has listened to the recorded call.

7. The system must provide the hardware and software to allow recorded calls to be transferred to a CD or other electronic medium for transport and replay on any computer with audio capabilities. The transferred record must include the call record detail (time and date of the call, PIN number, destination number, etc.).

8. All recordings from every site must be available on-line via the workstation interface so system-wide investigations may be performed from a central location. This process shall not require more than one login by an authorized user.

Additionally, the Vendor should provide details for each of the following items as they pertain to the proposed Recording system:

Security Envelope:
Recorded conversations stored in the system must provide security measures to ensure that they have not been tampered with. This security must extend even to recordings that have been transferred to external CD medium and or transmission by e-mail. The vendor must provide expert testimony regarding security of the call recordings if required.

Call Lock Feature:
Via a workstation, the system must allow administrators to "lock" call recordings to ensure their retrieval beyond the on-line storage period. Once a call recording is locked, it must be available on-line until unlocked.

Search and Play Parameters:
Via the workstation, the system must allow administrators to search for calls completed and recorded during a specific time period, calls placed at a specific inmate telephone, calls placed to a specific destination number, or calls made by phones assigned to a specific group.

Playback of recorded calls from remote locations via the workstation shall commence within 10 seconds of selection by the operator. Playback of recorded calls shall not require any media change.

Live Monitoring/Remote Monitoring:
The inmate recording system must allow for live monitoring in real time, without any interference to existing recording operation. This feature should be available locally over the workstation PC's speakers, as well as remotely to a telephone number specifically designated by the system administrator. Additionally, the County wishes to have the capability, while monitoring, to terminate the call from the phone keypad. Monitoring must not be detectable by the callers.

Hot Number Alerts:
The system must allow an administrator to designate "Hot" PINs, or "Hot" destination numbers. When the system detects that a call is being made using any of these pre-programmed "Hot" PINs or destination numbers the system must automatically call destination numbers designated by the County. The system must be capable of calling facility personnel when a specific number is being called from the facility. The system must allow system administrators to add or remove destination numbers from the hot list using an onsite workstation provided by the system vendor. When personnel receive an alert call from the system, they should be prompted for a security code and then immediately be able to monitor the call in progress. The system must allow the chain of three numbers to be called in sequential form to alert facility personnel. The system must allow the person monitoring the conversation to terminate the call in progress should the need arise.

Reports:
The inmate telephone system must provide system administrators with the capability to print reports directly from the search screen. After selecting parameters such as origination number, destination number, date, time, keywords, or group, the system must be able to provide a return a list of calls matching the criteria. The system must allow this list to be printed in report format.

Additionally, the system must provide the ability to produce call count reports as well as frequency reports based on the above listed criteria.

Attaching notes to Call Detail Records:
System users must be able to attach a note document to any call record for the purposes of inclusion of information such as the case number or other investigative data. This note should become a permanent part of the call detail record and have the capability to be saved to disk and used in word processing programs such as Microsoft Word and still retain the formatting. In addition, the inmate telephone system should have the capability to conduct searches on the information contained within the notes, i.e. case number, inmate name, etc.

User Password System:
Security must be maintained by a multi-level password system based on user access requirements. The system should allow users to be assigned pre-set security levels, or allow the flexibility to assign individual access permissions based upon specific job requirements. These permissions should include, but not be limited to, access to inmate accounts, monitoring, call searching, etc. Those users with the administrator level password must have the ability to set user access parameters for other users according to security requirements. Password expiration dates that the administrator can set. Administrator should be able to identify users by name and location. Vendors must describe in detail how their password security system is managed, including samples of user setup screens.

User Log:
As a security precaution, the system must provide a user log. Only those users with administrator level access should be able to review the user log. The log must include user access to the system, the time and date of each access, and the action taken during the user access.

Prepaid Calling
The inmate telephone system must provide prepaid calling features respective to the called party. The prepaid system must allow calling to CLEC numbers, and other numbers that might otherwise not be allowed. Any **cost of recovery rate** calculated as part of an accepted proposal **must** include all prepaid calls.

Called Party Prepay
The inmate telephone provider must provide a prepaid calling system for any called party based upon the called party's individual telephone number with the following features:

1. The system must have the capability to automatically establish a prepaid account to the called party via a credit card (VISA/MasterCard) during the call without the interruption of a live operator.
2. The system must provide an "auto-dialer" to place an automated operator call to numbers that have been attempted from the facility, but blocked for billing reasons. The automated operator process must then provide the called party with the option of establishing a prepaid account.
3. The successful vendor must staff an account management group to receive inbound calls for customers who wish to have a prepaid account established for them.

Payment Methodologies Available
The inmate telephone provider is to list and describe in detail all of the payment methodologies available to the called party and/or the inmates along with any applicable "fees, surcharges and charges.".

D. 27 Visitation Phone System

Vendor must provide **26** inmate visitation phone stations which are recorded by the inmate calling platform. Visitation phone recordings must be stored on line for immediate access by County personnel for the length of the contract.

E. VIDEO VISITATION

SECTION – IP BASED VIDEO VISITATION SYSTEM

E.1 VIDEO VISITATION SYSTEM DESCRIPTION (HEREIN KNOW AS VVS)

a. Provide all labor, equipment, materials, software, installation, configuration (hardware, software and networking), documentation, testing, and training of the VVS as required herein and on the drawings to fully equip the Baldwin County Corrections Center, as well as two (2) satellite offices located in Foley and Fairhope, Alabama.
b. VVS shall be an Internet Protocol (IP) based system. All video and audio streams between the stations shall be transmitted over TCP/IP/Ethernet. Any systems that utilize analog audio/video matrix switching devices are not acceptable.

E.2 VIDEO VISITATION STATIONS, NETWORK, AND SERVERS

a. All video visitation station components must be field replaceable by facility staff or by the VVS contractor.
b. All inmate video visitation station components must be nonproprietary and, at minimum, meet the following requirements:
    i. Correction grade wall mountable enclosure with minimum 14 gauge steel
    ii. Enclosure shall be wall mounted using no more surface area than a standard inmate "mini-phone" measuring a height of 11.5" and width of 5"
    iii. Enclosure shall allow the facility to transition to larger tablets in the future without the need to remove the enclosure from the wall
    iv. Enclosure components shall be powered using 15.4W power-over Ethernet standards using a minimum of category 5 cabling.
    v. Enclosure shall not have any openings exposed to inmate.
    vi. Detention grade audio handset with cable lanyard measuring no more than 24"
    vii. Optional pedestal mounts available in single, dual, tri and quad configurations
    viii. Option for mobile video visitation stations

c. All visitation recordings shall be processed and stored locally within the facility's internal server environment or optionally, if facility desires, at remote data center.

d. VVS servers shall be installed locally within the facility's internal server environment or optionally, if facility desires, at remote data center
    i. Vendor will need to provide a proposal for all Application Server specification requirements for processing up to 24 simultaneous visits.
    ii. Vendor will need to provide proposals for recording and storage server specification requirements for both internal storage and offsite data storage with backup functions for each.
    iii. VVS recording data in the storage space is to be held for a minimum of a ten year retention period.

E.3 VIDEO VISITATION SOFTWARE

e. Visitation Management Software
    i. VVS must be successfully installed and functional in at least 25 facilities, with at least 5 installations being larger than 75 VVS stations and at least 2 installations being larger than 200 VVS stations.
    ii. VVS must be successfully installed and functional with correctional agencies having multiple facilities and multiple visitor centers requiring different hours and policies for each facility and visitor center.
    iii. VVS must have multiple current customers where the system is scheduling and managing visits of all types (video, face to face, contact, personal, and professional, etc.) for at least 2,000 inmates per agency.
    iv. VVS shall be compatible with Oracle, Microsoft SQL or PostgrSQL databases.
    v. VVS shall be a user friendly, highly graphical, keyboard and mouse driven application.
    vi. VVS shall be accessible via standard browser to facility users with network access and application privileges.
    vii. VVS shall be a privilege based system allowing the assignment of at least 50 different privileges to customizable users groups and user assignment to specific user groups.
    viii. VVS shall have integration with LDAP.
    ix. VVS shall allow the facility to automatically notify a user(s) and/or user group(s) via email when a visitation station is added, modified and/or taken offline.
    x. VVS shall have mass email notifications to make all or select visitors aware of facility events, policy changes, etc.
    xi. The facility's offender management system (JMS/OMS/IMS) will be responsible for providing the VVS system the following minimal requirements via XML, database view, or flat file:
        1. Inmate ID
        2. Inmate last name
        3. Inmate middle name
        4. Inmate first name
        5. Gender designator
        6. Date of birth
        7. Housing assignment designator
        8. Inmate classification
        9. Race designator

10. Inmate booking number

xii. VVS shall have capability to allow for automated data export to allow for two way data share with the facility's offender management system (JMS/OMS/IMS) via flat file, database, XML, or web services.

xiii. VVS shall track all inmate housing unit assignments, movements, and inmate releases to validate scheduled visitation integrity.

1. VVS shall automatically attempt to reschedule all visits associated with the inmate if the inmate has changed housing locations.
2. VVS shall automatically cancel all visits associated with an inmate if the inmate has been released.
3. VVS shall notify visitor(s) via email and automated phone message if a visitation has been cancelled.

xiv. VVS shall allow the facility to manage and schedule Internet video visitation, on premise video visitation, and non-video visitations including face to face and contacts visits with shared or separate quotas, stations, visitation center hours, time slots, and scheduling polices.

xv. VVS shall allow the facility to manage personal and professional visitations with shared or separate quotas, stations, visitation center hours, time slots, recording and monitoring rules, and scheduling and polices.

xvi. VVS shall allow the facility to create specific personal and professional visitation time slots for Internet video visits, on premise video visits, face-to-face visits and contact visits. VVS must allow the facility to customize visitation time slot duration.

xvii. VVS shall allow the facility to determine what type of visits (Internet, On-premise, face-to-face, and contact) are allowed for each housing unit.

xviii. VVS shall be able to manage multiple visitation centers with unique hours of operation, visitation types, policies and quotas.

xix. VVS shall allow the facility to establish and manage approved visitor lists for the entire facility, only selected housing units, or only selected inmates.

xx. VVS shall allow the facility to schedule a "no visitations" event with customizable duration for an inmate, station, station group, housing unit and/or visitation center.

xxi. VVS shall allow the facility to create the following restrictions with customizable duration:

1. Restrict a visitor from visiting a certain inmate(s).
2. Restrict an inmate from visiting a minor.
3. Restrict an inmate from visiting ALL visitors.
4. Restrict a visitor from visiting ALL inmates.
5. Restrict an inmate from having Internet video visits
6. Restrict an inmate from having contact visits
7. Restrict an inmate from visiting at the same time as another inmate.
8. Restrict a visitor from visitation at the same time as another visitor.

xxii. VVS shall allow the facility to establish and automatically enforce different inmate and visitor quotas for Internet video visits, on premise video visits face-to-face visits, and contact visits.

xxiii. VVS shall allow the facility to set the age at which a minor is allowed to register and schedule a visit as an adult.

xxiv. VVS shall allow the facility to create custom visitation quotas
    1. VVS shall allow the facility to create inmate and visitor quotas based upon time (example: 25 min/day).
    2. VVS shall allow the facility to create inmate and visitor quotas based upon count (example: 1 visit/week).
    3. VVS shall allow the facility to create inmate and visitor quotas with a customizable duration (day, week or month).
    4. VVS shall allow the facility to establish separate quotas for personal and professional visits.
    5. VVS shall allow the facility to create quotas for specific types of visits (Internet Video, On-Premise Video, Face-to-Face, and contact).
    6. VVS shall allow the facility to establish the total number of visitors (as well as any rules regarding the number of adults and minors per visit) allowed per visit for Internet video visits, on premise video visits, face-to-face visits, and contact visits.
    7. VVS shall allow the facility to specify unique quotas for each housing unit.

xxv. VVS shall allow the facility to denote a visitor as being a professional visitor

xxvi. VVS shall have individual profile pages for each inmate and visitor allowing the facility staff to:
    1. Review; edit visitor/inmate general information.
    2. Review visitation history.
    3. View and download visitation recordings.
    4. Review warrant check results.
    5. Create, edit, and remove restrictions.
    6. Create, edit, and remove events.
    7. Create, edit, remove approved visitors/inmates.

xxvii. VVS shall allow facility staff to schedule visits on behalf of visitors either in person or over the phone. VVS must be configurable to set different scheduling rules for facility staff scheduling visits vs. public scheduling visits online.

xxviii. VVS shall provide a means of creating an unscheduled visit (Ad hoc Visit) where the inmate's and visitor's information is required and tracked.

xxix. VVS shall provide the means for facility staff to create an unscheduled visit/station connection where the inmate's and visitor's information is not required (Quick Connect).

xxx. VVS shall be a single web-based scheduling application allowing public and professional visitors to register and schedule visits using a standard internet browser and an internet connection.
    1. VVS shall determine what fields are mandatory for visitor registration.
    2. VVS shall have an ID card reader which can read magnetic-stripe or 2-D barcode for ANY state issued ID – reader shall automatically populate VVS with name, DOB, address, ID number of visitor.
    3. VVS shall allow the facility to determine if visitors must register in person (rather than online registration) prior to scheduling a visit.
    4. Officers will have ability to capture pictures of visitors and their ID's

and store within application for authenticating visitors during visits

5. Remote registration of visitors shall allow for visitors to capture their own image and image of their ID for proper authentication.
6. VVS public and professional scheduling must be available in English and Spanish
7. VVS shall have an optional inmate scheduling capability for inmates to schedule and review schedules from in-pod-kiosks
8. Visitors shall be able to login using their unique visitor ID or their email address and password.
9. Professional visitors will have the additional option of selecting the visitor station and stations characteristics. (i.e. have a video visit from their desk or conference room, contact visit, private room, etc.)
10. VVS must allow for Smart phone scheduling
11. VVS shall have public scheduling module specifically designed for touch screen lobby kiosks.
12. Web-based scheduling application shall allow the facility to customize the top banner with an image and customizable text and font size.
13. Public web-based scheduling application shall allow for facility to create and post Public Message Posts with programming of start and end dates of posts, allow for multiple posts at one time and ability for posts to appear and be specific to separate screens.

xxxi. VVS shall allow the facility to display upcoming and running visit information on one or multiple monitor(s) and/or station(s) that automatically refresh.

1. VVS shall allow the facility to configure information for display for each individual display type(s) (visitation center informational monitor, inmate station, dorm officer, etc.)
2. VVS shall allow the facility to display visitor check-in status.
3. VVS shall allow the facility to hide assigned visitor station(s) number until the visitor has checked in.

xxxii. VVS can automatically start each video visit at the designated start time.

1. VVS shall allow the facility to determine if the visitor is required to check-in for a video visit to start.
    a. For remote (Internet) visits officer must be able to have a real time video check-in with audio and video to determine authenticity and match with visitor picture on file with facility.
2. VVS shall allow the facility to determine if a visit is to be canceled if the visitor does not check-in on time or after a set amount of time and if that visit will count against the inmate's visitation quota.
3. VVS shall allow the facility to check in those visitors visiting over the Internet via video chat between the officer and the visitor(s).

xxxiii. VVS shall automatically attempt to reconnect stations if connectivity is lost.

xxxiv. VVS shall allow for an option to limit the number of simultaneous remote/internet video visits.

xxxv. VVS shall allow for real-time visitation monitoring of all live personal video visits

1. VVS shall allow facility staff to stop, pause and restart any running visit
2. VVS shall allow for station reassignment during any running visit.
3. VVS shall allow for visitation time extension during any running visit.
4. *VVS shall allow for Real-time monitoring of audio/video for up to eight visitations simultaneously per monitoring station screen.*
5. *VVS shall rotate through all visits at user defined monitoring rate.*
6. VVS shall allow the facility to customize the number of visits per screen and the page rotation duration.
7. User shall be capable of scanning through all active visits and select particular visit for monitoring.
    a. User shall be capable of locking a visit in place and removing it from the exit queue.
    b. User shall be able to stop, or pause and restart any visit.
    c. If recording sources are available, user shall be able to start recording a visit.

xxxvi. VVS shall allow for facility staff to setup automated email notification of visits to notify staff, investigators, i.e. of visits for a particular inmate or visitor.

xxxvii. VVS must be able to automatically encrypt all professional video visitations to ensure no recording or monitoring can take place.

xxxviii. VVS shall provide synchronized digital video and audio recording for all video visitation sessions.

1. VVS shall utilize standard servers for processing and storing the recordings. Any system that utilizes VCR's, DVR's, IPVCR's, and/or MCU's is not acceptable.
2. VVS shall allow facilities to configure recordings such that all video visitations will be recorded, only certain visitations will be recorded, and/or certain inmates and visitor will be recorded.
3. VVS must allow the facility to determine the quality and storage size for video visitation recordings independent of the visitation quality. The facility must be able to select from H.264, MPEG2 and MPEG 4 recording formats. Minimum storage size must be equal to 120MB per hour.
4. Authorized users shall have the ability to mandate specific visits, visitors and/or inmates to be recorded.
5. VVS shall provide two levels of recording permissions (standard and investigative) to ensure execution of recording mandate.
6. VVS shall store all recorded visits for (TBD amount of time) in a video storage server (see 'Video Visitation Recording Server' above).
7. Authorized users shall be capable of downloading a recorded file(s) and/or viewing recordings from within the application.
8. VVS shall incorporate an audit trail to track who has viewed and/or downloaded the recording file(s).

xxxix. VVS shall provide the option to display a startup message and two separate

visual warning messages on each visitation monitor. Time placement and messaging shall be fully configurable.

xl. VVS shall provide the option to display an onscreen countdown clock timer on the inmate and visitor stations.

xli. VVS shall have the option to display "picture-in-picture" on the inmate and visitor stations.

xlii. VVS shall be able to display upcoming daily visit information on inmate station screens i.e. inmate name, time of visit.

xliii. VVS system shall be able to process the following reports (available in PDF, XLS, and HTML):

1. Facility and housing unit daily visitation schedules
2. Inmate visit history, date range selectable
3. Visitor visit history, date range selectable
4. Statistical reports for reporting historical number of visits by visit type, or days of weeks, or months, or station, or station group, or housing unit or time blocks.

xliv. VVS shall allow the use of 3rd party report writing tools to generate additional custom reports from the VVS database.

xlv. VVS shall provide visitor warrant check management settings to control facility warrant check policies.

1. Allow settings for how often warrant checks are required
2. Ability to run reports to see which visitors are due for warrant checks and export the visitor information for use in 3rd party warrant check systems.
3. Ability to import warrant check results allowing system users, investigators, etc. access to see when the last warrant check was run and what the results were.
4. Ability to run reports to see any visitors with outstanding warrants. Report options to include visitation date ranges as well as options to include all visitors or only those visitors with upcoming scheduled visits

xlvi. VVS shall allow the facility to create visitation billing charges

1. VVS shall allow the facility to charge for visits when an inmate has exceeded his/her established free visit quota.
2. VVS shall allow the facility to charge for all visits for a specific visitation center (example: all Internet video visits).
3. VVS must have the ability to differentiate between professional visitors (e.g. allow public defenders to have free visits, while charging private attorneys for remote visits etc.)
4. VVS shall allow visitation charges to be based upon per minute or per visit.
5. VVS shall allow the facility to implement a non-refundable processing fee.
6. VVS shall allow the facility to assign billing rules to selected visitation centers and/or specific visitation center days or hours.
7. VVS shall take into account inmates mandated free visit quota and dynamically calculate charges during the scheduling process

8. VVS shall allow the facility to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.
9. VVS shall dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.
10. VVS shall have capability of automatically refunding a visitor for a charged visit that has been cancelled as a result of:
    a. Inmate release
    b. Facility imposed restriction
    c. Station unavailability
    d. Facility event (example: weather closure, dorm lockdown)
11. VVS shall allow authorized facility staff to override or refund visitation charges.

f. Software Support & Upgrades
    i. Vendor must provide customer with 24x7x365 phone support.
        1. Vendor must provide phone and email support as well as access to a customer support web portal.
    ii. Vendor must provide customer with software upgrades as they become available.
    iii. Vendor must provide support services directly to visitors through integrated live chat functionality built into the visitor registration, scheduling and remote/internet video visitation website. Visitor support to also include phone and email support services.

F. ACCOUNT SUPPORT

F. 1 Billing

All call records must be downloaded daily directly to the billing company. Vendor must describe this process in detail in response to this paragraph, specifically how tampering with call records is addressed and eliminated.

F. 2 Cost of Recovery Rate Payable

The proposed **cost of recovery rate** payable must be based on Vendor's total gross billings for all calls placed on the Inmate Telephone and Video Visitation Services System. For the purpose of this ITB, total gross billings must be defined as total calls placed on or through the Inmate Telephone System and total services provide for Video Visitation Services, billed at the rates authorized under Vendor's bid, as accepted by the County or as subsequently modified pursuant to the bid specifications. Call detail records must be provided for all calls placed on or through the Inmate Telephone System. All such calls must be billed in the manner outlined above. Video Visitation detail records must be provided for all Video Visitation services provided through the Video Visitation System. There **must** be no deduction or credit given for any expenses, allowances, bad debts, disconnects, unbillable calls, uncollectible calls or unbillable or uncollectible services

which otherwise do not result in revenue to the Vendor. Additionally, there **must** be no deduction of **cost of recovery rate** made for prepaid calls or Video Visitation Services regardless of prepay method. Vendors are cautioned that the **cost of recovery rate** payable to the County will be based on the total gross billings as defined above with absolutely no deductions or credits given to Vendor. The **cost of recovery rate** quoted by each Vendor should be calculated accordingly.
The Baldwin County Commission and the Baldwin County Sheriff's Office shall not be responsible for any performance parameters, number of calls, number of videos services or usage of the services provided by the Vendor, and under no circumstances shall the Baldwin County Commission or the Baldwin County Sheriff's Office be responsible for any payments, refunds or discounts to paid to the Vendor.

All fees, expenses and costs charged by the Vendor for the services provided hereunder shall be subject to all applicable Federal, State and local laws, rules and regulations, as the same exist and as they may be adopted and/or amended in the future. The Vendor acknowledges and understands that such laws, rules and regulations could affect the amount of fees, expenses and costs which can be charged by the Vendor, and the Vendor agrees that any such laws, rules and regulations, as the same may be amended or adopted, will not affect the cost of recovery rate payable hereunder.

Timely or prompt notice must be given when Account Support Staff changes occur. Contact information will be updated annually. Contact information will include phone numbers, email address and mailing address for all relevant contacts.

F. 3 Tariffs

1. Vendor must be required to respond to Schedule B, Proposed Pricing and **Cost of Recovery Rate** Schedule to calculate and project the **cost of recovery rate** payable to the County based on the typical month call type and Video Visitation Services, volume and call or video visitation length information provided in Schedule A.

2. Response to this paragraph must include a copy of Vendor's current approved tariff schedules and predominant carrier schedule. Vendor must include in this response a statement whether the tariff used to calculate projected revenue is State approved or pending approval and state any applicable time of day discounts intended to be used.

3. Vendor must calculate and project **cost of recovery rate** payable to the County requested in Schedule B based on tariffs for all local calls and Video Visitation Services.

F. 4 Cost of Recovery Rate Checks

Cost of Recovery Rate checks must be submitted to the Sheriff's Office on a monthly basis. The chech must be accompanied by a report that itemizes by facility, minutes of usage, number of calls, total gross revenue, revenue for each telephone, and total **cost of recovery rate** for

telephone calls, and the report must itemize by facility, minutes of usage, number of video visitation services, total gross revenue, revenue for each video visitation station component and total cost recovery rate for video visitation services. **Cost of recovery rate** payments must be made within forty-five (45) days after the closing of the billing cycle.

F.5 Narrative of Account Support

Vendor must submit a detailed narrative describing Vendor's currently existing account support staff, offices, equipment and software. If Vendor proposes to add additional account support in order to meet the specifications contained in Section D, Vendor should describe specifically how its present account support would be supplemented.

G. INSTALLATION, TRAINING, TESTING AND ACCEPTANCE

G. 1 Implementation

Vendor shall provide a detailed plan respecting all aspects of the system implementation process, including system production, installation, acceptance, and training.

The County will provide a single point of contact for the Vendor during the installation phase of the contract and Vendor shall do same. Vendor will cooperate fully with any reasonable scheduling requirements issued by the County. Vendor will be responsible for keeping the County informed of their progress at all times. All software and hardware as proposed must be installed and fully operational per manufacturer's specifications for such equipment within forty-five (45) days after bid award.

G. 2 TELCO Coordination

The Vendor must be responsible for all coordination with the local Telephone Company regarding installation and maintenance of lines. However, the Vendor is not to order, or place in service, any equipment or facility that would result in charges to the County, without prior written County authorization.

G. 3 Training

The Vendor must provide training to make facility personnel familiar with the operation of the inmate telephone system and all auxiliary services at no extra cost to the County. This training should be coordinated as part of the overall implementation plan. The Vendor must describe its training philosophy and provide a detailed training plan in response to this section.

G. 4 Existing Equipment Replacement

It is anticipated the one-for-one replacement of Inmate telephones in their current locations at the Baldwin County Corrections Center can be accomplished without substantial disruption of service or damage to County property. Vendor should describe how this would be accomplished. Damages caused by the installation of equipment must be repaired at the expense

of the Vendor.

G.5 Acceptance

The County reserves the right to test equipment and service for satisfactory performance for a period of thirty (30) days. After the test, in the event that the equipment and/or service is not acceptable, the County will notify the Vendor in writing and give the Vendor thirty (30) days to bring the equipment and service to a satisfactory level. If the equipment and/or service remain unsatisfactory, the County reserves the right to terminate the Contract and change Vendors. The Vendor must commit to providing service in the interim until the new Vendor can replace equipment, at which time the Contract becomes terminated. Vendor must state compliance with this paragraph.

H. MAINTENANCE AND ONGOING SUPPORT

H.1 Maintenance Support

Vendor must provide twenty-four (24) hour telephone access with local or toll free number for full maintenance support for all stations and will be responsible for providing coordination of repairs on local/intralata/interlata services. Vendor must comply initially as well as in future years with all applicable state and federal regulatory changes without cost to the County. Any and all repairs must be performed at the Vendor's expense during the term of the Contract. A record of downtime by telephone must be retained as to the frequency, type and duration. Vendor's response to this paragraph must include a discussion of parts availability.

H. 2 Maintenance Response

Vendor must submit a detailed response plan and escalation procedure for "out of service" situations. However, at a minimum, if more than half of the installed phones are out of service in a given facility, Vendor must respond within four (4) hours and provide status updates every four (4) hours until resolution of the issue is attained. Non-emergency issues, or issues that do not impact multiple inmate phones or system access, should receive response within less than thirty-six (36) hours.

H. 3 Maintenance Force Experience

Vendor must designate in bid response whether maintenance is to be provided by Vendor personnel or by subcontractor. The experience level of the entire maintenance force must be detailed. As a minimum, the maintenance force personnel must have three year's experience in the maintenance and repair of inmate and pay telephones.

H .4. Onsite Review

Vendor must coordinate and conduct bi-annual onsite performance reviews. These reviews must encompass, at a minimum, current service level, responsiveness, system performance, feature functionality, operational issues, contract compliance, **cost of recovery rate** payments and

calling rates.

I. ITB REQUIRED RESPONSES

All paragraphs of this ITB require a response of "agree" or "disagree" unless further information is requested. If you disagree, please provide an explanation and an alternative if applicable.

BID #WG16-12 RESPONSE FORM
Inmate Telephone & Video Visitation Services

Date:_____

Out of State_____or_____If yes, _____
Yes No Registration Number

Company Name:_____

Address:_____
_____

Company Rep_____
_____
(Rep. Name Typed or Printed)

Position:_____

Phone:_____

Fax:_____

Financing through another agency beside yourself____or __x____
Yes No
If yes, must attach a copy of the financing agreement and all conditions to this response from.

_____
Financing Agency Authorized Signature

All required documentation must be attached to the Bid Response Form.

PROPOSED RATES AND COST OF RECOVERY RATE SCHEDULE

Please provide your proposed Inmate Calling Service (ICS) rates for the following prepaid and collect calls. Include per minute rates only for Local, Intralata, Interlata, Interstate and International whether prepaid or collect.

	Prepaid	Collect
Local	_____	_____
IntraLATA	_____	_____
InterLATA	_____	_____
Interstate	_____	_____
International	_____	_____

Provide your proposed **cost of recovery** offer to the County for the following call types. Also include your proposed **cost of recovery** offer for prepaid and collect calls.

	Prepaid	Collect
Local	_____	_____
IntraLATA	_____	_____
InterLATA	_____	_____
Interstate	_____	_____
International	_____	_____

Total Cost of Recovery Rate Percentage **$** _____

Installation Time: _____

NOTE: In accordance with the bid specifications, all companies responding to this ITB shall disclose any and all fees, charges and surcharges that may be charged to any customer, call recipients, commissary accounts, etc., for any Inmate Calling Service features as part of their response to this ITB. Vendors shall describe all applicable payment methodologies offered to any customers, call recipients, commissary accounts, etc., and list any third-party payment costs via Western Union/MoneyGram, etc.

***** There will be no fees, charges or surcharges for the provision of on-site video visitation services.**

EXHIBIT C

COMPETITIVE BID #WG16-12 BID TABULATION
INMATE TELEPHONE AND VIDEO VISITATION SERVICES

BIDDER: Inmate Calling Solutions, LLC

Inmate Calling Service Rates for Prepaid and Collect

	Prepaid	Collect
Local	$0.16	$0.16
IntraLATA	$0.16	$0.16
InterLATA	$0.16	$0.16
Interstate	$0.16	$0.16
International	$0.75	$0.75

Cost of Recovery offer to County

	Prepaid	Collect
Local	69.1%	69.1%
IntraLATA	69.1%	69.1%
InterLATA	69.1%	69.1%
Interstate	69.1%	69.1%
International	69.1%	69.1%

Total Cost of Recovery Rate Percentage **69.1%**
50% Cost Recovery Rate for Inmate Voicemail & Remote Video Visitation

Installation Time: 30 days (inmate telephone services)

BIDDER: Securus Technologies, Inc.

Inmate Calling Service Rates for Prepaid and Collect

	Prepaid	Collect
Local	$0.16	$0.16
IntraLATA	$0.16	$0.16
InterLATA	$0.16	$0.16
Interstate	$0.16	$0.16
International	$0.16	$0.16

Cost of Recovery offer to County

	Prepaid	Collect
Local	$0.36	$0.36
IntraLATA	$0.36	$0.36
InterLATA	$0.36	$0.36
Interstate	$0.36	$0.36
International	$0.36	$0.36

Total Cost of Recovery Rate Percentage **$0.20 per minute**

Installation Time: 60 days

BIDDER: Legacy Inmate Communications

Inmate Calling Service Rates for Prepaid and Collect

	Prepaid	Collect
Local	$0.16	$0.30
IntraLATA	$0.16	$0.30
InterLATA	$0.16	$0.30
Interstate	$0.16	$0.30
International	$0.35	$0.50

Cost of Recovery offer to County

	Prepaid	Collect
Local	86.5%	86.5%
IntraLATA	86.5%	86.5%
InterLATA	86.5%	86.5%
Interstate	86.5%	86.5%
International	86.5%	86.5%

Total Cost of Recovery Rate Percentage **$175,000.00 Annual Guarantee**

Installation Time: 30 days -Phones; 30 Days -Video Visitation

BIDDER: Infirmity Networks, Inc.

Inmate Calling Service Rates for Prepaid and Collect

	Prepaid	Collect
Local	$0.16	$0.16
IntraLATA	$0.16	$0.16
InterLATA	$0.16	$0.16
Interstate	$0.16	$0.16
International	$0.16	$0.16

Cost of Recovery offer to County

	Prepaid	Collect
Local	$0.16	$0.16
IntraLATA	$0.16	$0.16
InterLATA	$0.16	$0.16
Interstate	$0.16	$0.16
International	$0.16	$0.16

Total Cost of Recovery Rate Percentage **$0.03 per minute (18.75%)**

Installation Time: Work beginning within 45 days and completed in 60 days

BIDDER: Globel Tel*Link (GTL)

Inmate Calling Service Rates for Prepaid and Collect

	Prepaid	Collect
Local	$0.16	$0.16
IntraLATA	$0.16	$0.16
InterLATA	$0.16	$0.16
Interstate	$0.16	$0.16
International	$0.50	$0.50

Cost of Recovery offer to County

	Prepaid	Collect
Local	$0.02	$0.02
IntraLATA	$0.02	$0.02
InterLATA	$0.02	$0.02
Interstate	$0.02	$0.02
International	$0.02	$0.02

Total Cost of Recovery Rate Percentage **$0.02 per minute**

Video Visitation Remote Visits will be commissioned at the rate of $0.02 per minute of usage
Video Visitation Remote Visits will be commissioned at 50% after 1 visit per ADP per month is reached.
Installation Time: 60 days

FedEx tried to delivery a bid from NCIC Inmate Phone Service at 10:40 A.M.
The Purchasing Manager refused delivery of the package because it was being receivec
after the 10:00 A.M. required deadline and the 10:30 A.M. bid opening.

cc (by/email):

Chairman Thomas Wheeler
Commissioner Mignon Clyburn
Commissioner Jessica Rosenworcel
Commissioner Ajit Pai
Commissioner Michael O'Rielly
Jonathan Sallet, General Counsel
Matt DelNero, Chief, Wireline Competition Bureau
Gigi Sohn, Counselor to Chairman Wheeler
Rebekah Goodheart, Legal Advisor to Commissioner Clyburn
Travis Litman, Senior Legal Advisor to Commissioner Rosenworcel
Nicholas Degani, Legal Advisor to Commissioner Pai
Amy Bender, Legal Advisor to Commissioner O'Rielly
Pamela Arluk, Chief, Pricing Policy Division, Wireline Competition Bureau