



**Request for Proposal
Inmate Telephone and Video Visitation Services**

Lackawanna County
RFP No.: 124-16-209

Release Date:
May 3, 2016

Proposal Due Date:
June 30, 2016

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1. INTRODUCTION

1.1. Request for Proposal

- 1.1.1. Notice is hereby given that pursuant to a fair and open process, sealed proposals will be received and reviewed by Lackawanna County (“County”) for this Request for Proposal (RFP) from qualified, experienced Vendors with a proven history of providing reliable, cost effective inmate telephone service (including standard visitation recording) and video visitation service which meets the requirements described in this RFP at the following Facility:

Lackawanna County Prison
1371 N. Washington Ave.
Scranton, PA 18509

- 1.1.2. Details about the Lackawanna County Prison (“Facility”) can be found in [Appendix A – Facility Specifications](#). County is seeking an experienced Vendor to provide, install and maintain a turn-key inmate and visitation telephone system at the Facility. Vendor shall provide telephone services to the inmates utilizing an inmate telephone system (ITS) in accordance with the requirements and provisions set forth in this RFP and to the Facility listed in [Appendix A – Facility Specifications](#).
- 1.1.3. County is also seeking to expand its inmate communication options by adding a Video Visitation Solution (VVS) at the Facility for the purpose of remote visitation. County prefers to engage an ITS Vendor with experience in the installation and maintenance of a VVS or an ITS Vendor with positive experience in working with an established VVS subcontractor. The VVS Vendor, whether it be the primary vendor or a subcontractor, must have a successfully installed VVS in at least 3 facilities, with at least 2 of the projects being larger than County, where Vendor has been operating under that contract for at least 6 months and of similar scope as the VVS in this RFP. The VVS Vendor shall provide video services to the inmates in accordance with the requirements and provisions set forth in this RFP.
- 1.1.4. County may engage third party consultants both in the process of this procurement and in the management of the day-to-day operations of the ITS and VVS Vendor. If a consultant or agent (“Designated Agent”) is engaged, Vendor will cooperate with the Designated Agent as directed by County, including following instructions found in this RFP, and if awarded, the operation of the ITS and VVS. Throughout this RFP, County shall be deemed to include both County and its Designated Agent or consultant, if any.

2. PROPOSAL INSTRUCTIONS, FORMAT, CONTENT AND SUBMISSION

2.1. Schedule of Events

- 2.1.1. The following is County’s best estimate of the schedule of events (“Schedule of Events”). County reserves the right to revise the Schedule of Events. Unless otherwise specified, the times provided are Eastern Standard Time (EST.)
- 2.1.2. Proposals must be received no later than 2:00 p.m. EST on June 30, 2016 (“Proposal Due Date”) at the location specified in [Section 2.6 – Questions or Comments](#).

Table 1 -Schedule of Events

Event	Date
Release of the RFP	May 3, 2016
Deadline for Site Evaluation Registration Forms	May 12, 2016
Mandatory Pre-Proposal Meeting and Site Evaluation	May 26, 2016
Deadline for Written Questions from Vendors	June 2, 2016
Dissemination of Answers to Written Questions	June 16, 2016
Proposal Due Date	June 30, 2016

2.2. General Format

- 2.2.1. Vendor must completely respond to all requests for information and forms contained in this RFP to be considered for award. Brochures and advertisements will be considered an incomplete reply to requests for information. Vendor is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by County may be rejected without notification.
- 2.2.2. Emphasis should be on completeness and clarity of content. Proposals should provide a straightforward, concise description of Vendor’s ability to satisfy the requirements of this RFP.

2.3. Format Requirements

- 2.3.1. The original RFP text, as well as any appendices, amendments, addenda or other correspondence related to this RFP may not be manually, electronically or otherwise altered by Vendor. Any Vendor proposal containing altered, deleted or additional non-original RFP text may be disqualified.
- 2.3.2. Proposals shall be prepared on standard 8 1/2" x 11" paper with a 12-point font with each page numbered.
- 2.3.3. Vendor’s proposal shall contain the items listed in **Table 2 - Proposal Order and Length** Requirements and conform to the page limits specified. Each piece of paper, printed on both sides, counts as 2 pages. For example, the Technical Volume page limit is 150 pages, but will be 75 individual sheets of paper in printed form.
- 2.3.3.1. Vendor may separate items, sections, appendices and attachments by tabs if desired. Cover sheets or tabs are not counted but are limited to 1 page.
- 2.3.4. If page limits are exceeded in any section, County reserves the right to deem extraneous pages as non-compliant and those pages will not be evaluated.
- 2.3.5. Photographs, graphics, tables and other visual aids included as part of Vendor’s response are counted against the maximum page limit.

Table 2 - Proposal Order and Length Requirements

Item	Maximum Page Limit
Cover Letter	1
Table of Contents	2
Executive Summary and Statement of Qualifications	5
Technical Volume – Vendor Response to Sections 1-8 of the RFP including all subsections and numbered items	150
Appendix A – Facility Specifications	1
Appendix B – Rates and Revenue Share	8
Appendix C – Exceptions	No page limit
Appendix D – Receipt of Addenda	1
Appendix E – Site Evaluation Registration Form and Vendor Background Check Packet	4
Appendix F – Preferred Resume Format	1
Attachment 1: Vendor Documentation	No page limit
Attachment 2: Vendor Financial Statements, including Dun & Bradstreet Reports	No page limit
Attachment 3: Vendor Personnel Resumes	2 pages per Resume
Attachment 4: Implementation Plan	5
Attachment 5: Disaster Recovery Plan	5
Attachment 6: Service Issue Escalation Matrix	2
Attachment 7: Maintenance Policies	10
Attachment 8: System Report Examples and File Samples	10
Attachment 9: Equipment Specification Sheets	10
Attachment 10: Sample Training Plan and User Documentation	10
Attachment 11: Additional Technology Documentation	25
Attachment 12: Other Vendor Brochures/Documents	5

2.3.6. The Cover Letter shall be printed on Vendor letterhead and signed by a company officer with the authority to bid and contract with County. The Cover Letter shall include, at a minimum, the following:

- 2.3.6.1. Vendor’s Name and Address;
- 2.3.6.2. Vendor’s Primary Contact Name, Telephone Number(s) and Email Address;
- 2.3.6.3. Current Date; and
- 2.3.6.4. RFP Title and Number.

2.3.7. The Executive Summary and Statement of Qualifications shall be a concise summation of the Vendor’s experience and qualifications and the proposed ITS and VVS solution presented in the Technical Volume. Vendor shall briefly state its understanding of the services to be performed and make a positive commitment to provide the services as specified within this RFP. County requirements that are addressed only in the Executive Summary and Statement of Qualifications and not included the Technical Volume will be considered non-compliant. Vendor shall also provide the name, title, address, telephone number and email address of person(s) authorized to make representations for Vendor within its Executive Summary and Statement of Qualifications.

- 2.3.8. The Technical Volume shall include the original RFP language. The original text from each section and numbered item of the RFP shall be inserted into the response document to be immediately followed by a complete response provided by Vendor. The Technical Volume shall contain all sections of the RFP beginning with [Section 1 - Introduction](#) and ending with the last item in [Section 8 – Additional Technology](#).
- 2.3.8.1. If Vendor is in full compliance with the RFP section or numbered item, Vendor’s response shall be, “Read, agree and will comply.”
- 2.3.8.2. Otherwise, Vendor’s response shall be, “Read and do not comply” and considered an exception (“Exception”). Exceptions to any section or numbered item must be addressed and listed in [Appendix C – Exceptions](#) which must be submitted with Vendor’s proposal.
- 2.3.8.3. Several sections and numbered items require additional explanation. Vendor shall provide specific concise responses that fully address the question/information requested in that section. Include only those exhibits and/or visual aids that are clearly relevant to the specific section and numbered item.
- 2.3.9. The Appendices ([Appendix A – Facility Specifications](#) through [Appendix F – Preferred Resume Format](#)) shall be included in Vendor’s proposal and the original language shall be included.
- 2.3.10. All information contained in Vendor’s proposal must be relevant to a section or numbered item of this RFP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.
- 2.3.11. Vendor may include complete client lists or general vendor information in the final **Attachment 12: Other Vendor Brochures/Documents** but must adhere to the page limit.
- 2.3.12. Failure to follow the instructions in this RFP may, at County’s sole discretion, result in the rejection of Vendor’s proposal.
- 2.3.13. All costs and expenses relating to the preparation and submission of Vendor’s proposal shall be the responsibility of Vendor.

2.4. Submission of Proposal

- 2.4.1. Deliver 4 paper copies (1 original and 3 copies) and 1 complete electronic copy of the proposal on or before the Proposal Due Date. Proposals must be directed to the RFP contact specified in [Section 2.6 – Questions or Comments](#).
- 2.4.2. The electronic copy, inclusive of all required documents and attachments, must be in a searchable format and shall follow the order found in **Table 2 - Proposal Order and Length** Requirements. Non-searchable documents will be considered non-compliant. Vendor is responsible for ensuring the electronic version and the chosen media are free from any viruses, malware or malicious code. Compromised electronic versions will be considered non-compliant.
- 2.4.3. The outside of the proposal must be labeled **INMATE TELEPHONE PROPOSAL**, and include the RFP number and Vendor name.
- 2.4.4. The rejection of untimely proposals will be at the sole discretion of County. If rejected, the proposal will be returned to the Vendor unopened.
- 2.4.5. County assumes no responsibility for delays in any form of carrier, mail or deliver service causing the proposal to be received after the Proposal Due Date and time listed in the **Table 1 -Schedule of Events**. Vendor is responsible for late deliveries or mail delays. Postmarking by the Proposal Due Date shall not substitute for the actual proposal receipt.
- 2.4.6. Submission by facsimile, telephone or email is not permitted.
- 2.4.7. Vendor may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. County will not accept any modifications to Vendor’s proposal after the Proposal Due Date except in connection with a requested clarification(s) or Best and Final Offer (BAFO).
- 2.4.8. Vendor may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date.
- 2.4.9. Vendor is responsible for all errors or omissions contained in its proposal.

2.5. Mandatory Pre-Proposal Meeting and Site Evaluation

- 2.5.1. County requires Vendor attend the Pre-Proposal Meeting and Site Evaluation on the date and time specified in the Schedule of Events. Vendors shall meet in the lobby of the Facility at 9:00AM EST. It is mandatory for Vendor to attend the Pre-Proposal Meeting and Site Evaluation to submit a proposal.
- 2.5.2. To attend the Pre-Proposal Meeting and Site Evaluation, all vendor personnel must complete a County-required background check as well as submit the required forms to the RFP contact specified in [Section 2.6 – Questions or Comments](#) on or before the date specified by the Schedule of Events. Vendors shall find the required form(s) in [Appendix E – Site Evaluation Registration Form and Vendor Background Check Packet](#).
- 2.5.3. Oral responses to questions during the site evaluation shall be considered nonbinding on County. Vendor’s questions regarding the site evaluation and/or this RFP must be submitted by Vendor in writing as specified in [Section 2.6 – Questions or Comments](#) on or before the date specified in the Schedule of Events.

2.6. Questions or Comments

- 2.6.1. Vendor must direct all questions and/or comments to the RFP contact listed below. All questions must be written and submitted electronically and in a comprehensive document.
- 2.6.2. County shall deliver the answers to the questions and/or comments received on or before the date specified in the Schedule of Events. Any questions and/or comments submitted by the Vendors after the due date will not be answered by County.
- 2.6.3. Only written communication executed by County in the form of an amendment or addendum shall be considered binding.
- 2.6.4. Vendor shall not contact any County employee or any employee at the Facility regarding this RFP during the RFP process. Inappropriate contact by Vendor may result in County’s rejection of Vendor’s proposal.
- 2.6.5. RFP questions or comments shall be emailed to:

Praeses, LLC
Attn: Jessica Jones
330 Marshall Street, 8th Floor
Shreveport, LA 71101
Telephone – (318) 424-8125 Ext. 3127
Fax – (318) 213-8137
Email – jessica.jones@praeses.com

2.7. RFP Specification Changes

- 2.7.1. County reserves the right, at any time, to amend any portion of this RFP in the form of an addendum or amendment at its own discretion and without prior notice, and to waive any immaterial defect in any proposal as may be permitted by law.
- 2.7.2. County reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process. County reserves the right not to award an agreement pursuant to this RFP (“Agreement”).
- 2.7.3. Vendor’s submission of a proposal shall not bestow any rights upon Vendor nor obligate County in any manner.

2.8. Discrepancy between Proposal and Agreement

- 2.8.1. Discrepancies among the following documents shall be resolved in the following order, with the higher ranking documents taking precedence over the lower (shown higher to lower).
 - 2.8.1.1. Negotiated Agreement and any amendments or addenda;
 - 2.8.1.2. RFP and any amendments or addenda;
 - 2.8.1.3. Vendor’s final proposal.

2.9. Confidentiality

- 2.9.1. Vendor proprietary and/or confidential information must be clearly marked and identified as such. If such proprietary and/or confidential information is a trade secret(s), such trade secret(s) will be subject to disclosure as is required by the Pennsylvania Public Information Act following award of an Agreement; all proposals in response to this RFP shall be held confidential until award of an Agreement. Vendor shall not intentionally mark any portion of its proposal as “proprietary” or “confidential” that it does not have a good faith belief to be proprietary or confidential or in any other way to attempt to prohibit compliance with public record disclosure requirements. Should Vendor’s information, which is marked as proprietary or confidential, be requested as part of a public information act request, County may notify Vendor in writing before such information is released as required by the applicable act or law. Vendor agrees, at its expense, to defend and hold harmless County from claims involving infringement of any intellectual property. County assumes no obligation or responsibility for asserting legal arguments on behalf of potential Vendors.

2.10. Conflict of Interest

- 2.10.1. Any Vendor or person considering doing business with County must disclose Vendor or person’s affiliation or relationship that might cause a conflict of interest with County entity. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of Vendor’s proposal.
- 2.10.1.1. Vendor shall provide a statement of assurance that there are no conflicts of interest in providing the RFP response or entering into an Agreement with County.

2.11. Acceptance Period

- 2.11.1. Vendor’s submission of a proposal indicates Vendor agrees the proposal will remain valid for a minimum of 120 days from the Proposal Due Date (“Acceptance Period”). A proposal requesting less than 120 days may be rejected. Vendor may specify a longer Acceptance Period.
- 2.11.2. If Vendor’s Proposal is accepted within the Acceptance Period, Vendor agrees to furnish any or all items or services as negotiated, and under the terms and conditions specified in this RFP, its amendments(s) and/or addenda and Agreement. County shall create an Agreement for execution by County and the awarded Vendor, which shall contain the terms and conditions in this RFP, its amendments and/or addenda, and as negotiated by County and awarded Vendor.

3. PROPOSAL EVALUATION AND SELECTION

3.1. Evaluation Factors

- 3.1.1. Proposals will be evaluated by an internal evaluation committee within County (“Evaluation Committee”) on the basis of the criteria listed below.
- 3.1.1.1. If deemed necessary by the Evaluation Committee, the highest scoring Vendor(s) may be invited to conduct a technology presentation with the Evaluation Committee.
- 3.1.1.1.1. Additions, deletions or substitutions may not be made to proposals during the technology presentation, unless they may be viewed as a clarification(s).
- 3.1.1.1.2. The County may request a BAFO as outlined in [Section 3.3 – Best and Final Offer](#).
- 3.1.2. Each Vendor, by submitting a proposal, agrees that if County accepts its proposal, such Vendor will furnish all items and services upon the terms and conditions in this RFP and Agreement.
- 3.1.3. County expressly reserves the right to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of technology, revenue share offered and other evaluation factors set forth in this RFP, or to award an Agreement to the next most qualified Vendor if the successful Vendor does not execute an Agreement within 30 days after the award of the Agreement.

Table 3 - Evaluation Criteria

EVALUATION CRITERIA	WEIGHT
Financial Transparency Reporting Requirements; User Application; Data Availability	10%
Core Technologies Platform and Network Stability; Interface Capabilities and Experience; Monitoring and Recording; PIN Application; Calling Options; Investigative and Security Features; Hardware; Registration and Scheduling; Additional Features/Services Offered, etc.	25%
Service Installation, Customer Service, Maintenance/Response Times, Reporting Capabilities, Stability	20%
Local, Regional, State and Client Considerations Client List/References; Industry Experience	10%
Cost Proposal Rates; Revenue Share Offer; Upfront Supplemental Payment	15%
Exceptions to RFP	10%
Technology Presentation	5%
Best and Final Offer	5%
Total Weight	100%

3.2. Negotiation of Proposal

- 3.2.1. County reserves the right to conduct negotiations from the proposals received or to award an Agreement without negotiations. If such negotiations are conducted, the following conditions shall apply:
 - 3.2.1.1. Negotiations will only be conducted with selected Vendor(s) after the evaluation of proposals.
 - 3.2.1.2. Vendor's proposal may be subject to negotiation and revision. Vendor may be required to submit additional data.
 - 3.2.1.3. County may direct its Designated Agent to conduct negotiations on its behalf.
 - 3.2.1.4. Any changes agreed upon during negotiations may become part of the Agreement.
- 3.2.2. If County is unable to come to terms with the selected Vendor, discussions shall discontinue and negotiations will begin with the next highest scored Vendor.

3.3. Best and Final Offer

- 3.3.1. County may request a BAFO from selected Vendor(s). A BAFO allows the Vendor an opportunity to supplement or clarify its original proposal. Selected Vendors will be contacted in writing by County requesting the submission of Vendor's BAFO. The BAFO will be in the form of an addendum to this RFP and Vendor's submitted proposal.

3.4. Proposal Selection

- 3.4.1. The Vendor with the highest revenue share offer is not guaranteed award of an Agreement.
- 3.4.2. County reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Vendor's proposal.
- 3.4.3. County reserves the right to review Vendor's agreements with its subcontractors to ascertain whether Vendor has the necessary operational systems in place to fulfill the requirements of this RFP.
- 3.4.4. County reserves the right to request clarification or additional information from Vendors during the evaluation of proposals. Such clarification is intended to assist County in awarding an Agreement that is most advantageous to County.
- 3.4.5. County reserves the right, in its sole judgment, to accept the proposal which is determined by County to be the best proposal resulting from this RFP, with or without negotiation, or BAFO.
- 3.4.6. The awarded Vendor shall not unduly delay negotiations or execution of an Agreement. Vendor is expected to respond promptly to County's requests.
- 3.4.7. County, in its sole discretion, expressly reserves the right to accept or reject any or all proposals, modifications, or alterations or waive any technicalities or provisions, with or without cause.
- 3.4.8. County reserves the right to award an Agreement to the next highest scored Vendor if the awarded Vendor does not furnish all items and services required in this RFP, its amendment(s) and/or addenda and negotiated Agreement.
- 3.4.9. Proposals that do not meet the requirements set forth in this RFP, its amendment(s) and/or addenda, may be considered non-compliant and may be disqualified. County may reject Vendor's proposal for any of, but not be limited to, the following:
 - 3.4.9.1. Evidence of collusion with or among other Vendors submitting a proposal;
 - 3.4.9.2. Inappropriate contact or discussions as outlined in [Section 2.6 - Questions or Comments](#); or,
 - 3.4.9.3. Incorrect or contradictory information and/or false statements included in Vendor's proposal or other materials submitted in its response to this RFP or made during any technology presentations or negotiations.

3.5. Final Decision

- 3.5.1. County shall make the final selection of the awarded Vendor. Each Vendor that submitted a proposal will receive written notification of County's final decision.

3.6. Protest of Award

- 3.6.1. Any objection to County's final decision will be handled according to applicable state and local procurement laws.

- 3.6.2. In the event of a protest, the protestor shall furnish a bond along with its protest submission in the form of a Surety Bond, Cashier's Check or Irrevocable Letter of Credit ("Protest Bond") issued by a company authorized to do business in the state of Pennsylvania. The Protest Bond must be made payable to County in the amount of \$42,000. If the protestor prevails, the Protest Bond will be returned to the protestor. If the protestor does not prevail, the Protest Bond shall be retained by County.

4. GENERAL INFORMATION

4.1. Vendor Information

- 4.1.1. Vendor shall supply the following in its proposal:
 - 4.1.1.1. Name, address, and description of Vendor along with a brief history.
 - 4.1.1.1.1. If Vendor has operated under a different name, or affiliate, in the past 3 years, provide names, dates, addresses and state where incorporated.
 - 4.1.1.1.2. If Vendor has participated in an acquisition or merger in the last 6 months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations.
 - 4.1.1.2. Vendor's organizational chart.
 - 4.1.1.3. Documentation that Vendor is registered to do business in the Commonwealth of Pennsylvania.
 - 4.1.1.4. Documentation that all necessary requirements of the Pennsylvania Public Utility Commission (PUC) and the Federal Communications Commission (FCC) are met.
 - 4.1.1.4.1. Provide a statement of assurance that Vendor is not currently in violation of any regulatory rules and regulations that may have any impact on Vendor's operations.
 - 4.1.1.5. A copy of its telecommunications service tariff for the Commonwealth of Pennsylvania.
 - 4.1.1.6. A certified copy of the Vendor's current annual report and its 2 most recent Dun and Bradstreet (or similar) reports.
 - 4.1.1.7. A synopsis of any and all ITS or VVS RFP or contract related protests within the last 3 years. Include location and outcome of the protest.
 - 4.1.1.7.1. A response indicating this information is confidential and/or proprietary shall be considered an Exception.
 - 4.1.1.8. A synopsis of any litigation(s) within the last 5 years where Vendor or Vendor's ITS or Vendor's VVS is a party. Include venue, style of case and status of litigation.
 - 4.1.1.8.1. Provide a statement of assurance that Vendor or its principals are not involved in any current or pending litigation involving Lackawanna County or any of its departments or authorities.

4.2. Vendor References

- 4.2.1. Provide a list of agreements not renewed, lost or prematurely cancelled in the last 5 years.
 - 4.2.1.1. If applicable, include the reason for non-renewal and/or cancellation(s) of the agreement(s). A response indicating this information is confidential and/or proprietary will be considered an Exception.
- 4.2.2. Provide a list of clients/agencies who have notified Vendor of additional revenue share payments owed or unauthorized fees/charges implemented within the last 3 years and the status of resolution of those claims.
 - 4.2.2.1. A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.
- 4.2.3. Provide 5 client references for facilities where Vendor provides the equipment and services comparable to the requirements in this RFP. If the Vendor is using a subcontractor for the VVS or ITS work, then both the Vendor and the subcontractor must supply 5 references each.
 - 4.2.3.1. References should be for facilities where the Vendor has both the ITS and VVS contracts.
 - 4.2.3.2. References provided must be currently under contract with Vendor and have been operating under that contract for at least 6 months.
 - 4.2.3.3. Vendor shall ensure updated references and accurate contact information is provided.
 - 4.2.3.4. References may be contacted at any time during the RFP process.

- 4.2.3.5. Using the format in **Error! Reference source not found.** provide the specified information for each reference. Reference comments or quotes are optional, but may be included.

Table 4 - Vendor Reference Format

Customer Name:	
Contact Person and Title:	
Telephone Number(s):	
Email Address:	
City, State:	
Number of Facilities:	
ADP:	
Agreement Effective Date:	
List All Services Provided:	
Total Number of Inmate Telephones:	
Total Number of Video Visitation Stations for Inmate Use:	
Reference Comment or Quote (Optional):	

4.3. Vendor Personnel Information

- 4.3.1. Vendor shall provide the names of Vendor’s employees, consultants, and subcontractors that will be involved in providing the requirements in this RFP and the Agreement using the format of **Table 5 – Vendor Personnel** below. Vendor shall remove the examples shown in the table and may add additional rows to the table as necessary.

- 4.3.1.1. Each shall contain the name, position, qualifications, certifications, years of experience, and educational background information.

Table 5 –Vendor Personnel

Full Name	Employee/Contractor OR Consultant	Title/Position	Contact Telephone Number(s)	Email Address

- 4.3.1.2. Vendor shall supply resumes for all employees, consultants and subcontractors that will be working under the terms of this RFP and Agreement. All resumes are limited to 2 pages per resume. There is no limit on the number of resumes Vendor may submit. Resumes are to be included as part of **Attachment 3 – Vendor Personnel Resumes**. County prefers that resumes are provided in the format using the template provided in [Appendix F – Preferred Resume Format](#) but shall include the following information:
- 4.3.1.3. Indicate the amount of time that the individual will devote to work related to the requirements outlined in this RFP. Indicate clearly whether the given response is being expressed in hours per month or a percentage of time per month.
- 4.3.1.4. Each resume is required to have 2 related past performance reference for projects of similar size and complexity where the team member has performed duties similar to the ones that he or she would be responsible for under the terms of this RFP. Vendor must include a contact name, number and email address of someone who has knowledge of the team member’s work for that project.
- 4.3.1.5. List work experience for no more than the last 10 years. List relevant current recent work experience, employers, dates and duties in the last space in reverse chronological order.
- 4.3.2. Vendor shall provide the following information regarding maintenance personnel for both the ITS and the VVS using the format of **Table 6 – Vendor Technicians**. Vendor should remove the examples listed before completing and add additional rows as necessary:
 - 4.3.2.1. Indicate the total number of technicians directly employed by Vendor as well as number of technicians that will be subcontracted for service at the Facility.
 - 4.3.2.2. The names, company, primary physical work location, telephone numbers, and distance from Facility for the technicians who will be maintaining, servicing and performing work under the Agreement.
 - 4.3.2.2.1. Indicate which proposed system(s) each technician is trained/certified to work with by stating Yes or No in the appropriate column.

Table 6 - Vendor Technicians

Technician Name	Company	Location (Address, City, State)	Contact Telephone Number(s)	Yes/No Certified to Work on:		Proximity (In Miles)
				ITS	VVS	

- 4.3.3. Vendor shall disclose, with percentages clearly shown, the specific work tasks for the Facility that will be subcontracted and the specific work tasks that will be performed by Vendor employees.
- 4.3.4. Vendor shall indicate the manufacturer(s) that will provide the spare equipment and replacement parts for the proposed ITS, VVS and applicable components.
- 4.3.5. Vendor shall provide County with the escalation procedures for handling customer support issues including, but not limited to, maintenance, outage and reporting issues for both the ITS and VVS. Procedure description shall include the contact names, contact numbers, email addresses and level of authority for the person(s) responsible for escalated issues. Escalation procedures shall be outlined in full in **Attachment 5: Service Issue Escalation Matrix** of Vendor’s proposal.

4.4. Customer Service

- 4.4.1. Vendor shall provide County with 24x7x365 phone support for the ITS and VVS.
- 4.4.2. Provide the following information regarding Vendor's processes for handling end-user customer service matters for both the ITS and VVS:
 - 4.4.2.1. Describe procedure(s) for handling end-user complaints including contact options available for end-users to request assistance from Vendor.
 - 4.4.2.2. Indicate whether Vendor's customer service center defaults to an Interactive Voice Response (IVR) or a live customer service representative.
 - 4.4.2.3. The hours during which live customer service representatives are available to speak with end-users via telephone.
 - 4.4.2.4. Indicate the average on-hold time to reach a live representative.
- 4.4.3. Describe procedure(s) for handling refund requests and the timeframe for completing such requests for both the ITS and VVS.
- 4.4.4. Specify the location of Vendor's customer service center(s) for both the ITS and VVS.

5. GENERAL CONDITIONS

5.1. Project Scope

- 5.1.1. County requires a turnkey inmate calling solution which shall include, without limitation, collect, pre-paid, debit and free call types as well as audio recording of standard visitation sessions. Vendor shall install and operate inmate and visitation telephones, and related equipment. Vendor shall, without cost to County, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility to complete, without limitation, local, long distance and/or international collect, pre-paid, debit, speed dial and free calls from the Facility.
- 5.1.2. County also requires a turnkey video visitation solution which shall include, without limitation, remote video visitation sessions for both public and professional visitors in conjunction with an automated scheduling feature. Vendor shall, without cost to County, install and operate the inmate video visitation stations and the related hardware, software and equipment specifically identified herein to enable inmates at the Facility to complete remote video visitation sessions in accordance with County policies, requirements and specifications.

5.2. Agreement Length

- 5.2.1. County intends to award a 3 year Agreement (Initial Term) with the option to renew for 2 additional 1 year terms or on a month-to-month basis (not to exceed 12 months). All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal terms. The Agreement shall not automatically renew.

5.3. Surety Bond

- 5.3.1. Within 10 calendar days after the Agreement execution date and prior to any installation work or equipment delivery, the awarded Vendor shall furnish a bond in the form of a Surety Bond, Cashier's Check, or Irrevocable Letter of Credit, issued by a surety company authorized to do business in the State of Pennsylvania, and payable to County.
- 5.3.2. The Surety Bond must be made payable to County in the amount of \$100,000.00 and will be retained during the full term of the Agreement and any renewal terms. Personal or company checks are not acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond.
- 5.3.3. In the event County exercises its option to renew the Agreement for an additional term, Vendor shall be required to maintain the Surety Bond for the renewal term, pursuant to the provisions of this section, in an amount stipulated at the time of the Agreement renewal.

5.4. Vendor Costs and Taxes and Fees

- 5.4.1. It is expressly understood that County is not responsible in any way, manner or form for any of Vendor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to any and all Vendor's services.
- 5.4.2. Vendor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes (including sales tax where applicable) on all services and items provided to the inmates, including but not limited to any and all taxes as applicable for the following services:
- 5.4.2.1. ITS services such as collect, debit, pre-paid and any other calls;
 - 5.4.2.2. VVS services for remote visitation sessions,
 - 5.4.2.3. Email services, voice mail services or any other services provided.
- 5.4.3. Vendor may, upon request from County, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone

services, Vendor is solely responsible for obtaining a resale certificate from the commissary provider. Vendor is responsible for obtaining all proper documentation from the commissary provider. Vendor's agreement with the commissary provider must address the requirements set forth in this section.

- 5.4.4. County purchased its Jail Management System (JMS) from the incumbent inmate telephone service provider. Vendor shall be responsible for absorbing all costs for monthly maintenance fees associated with County's JMS. Monthly maintenance fees are in the amount of \$6,164.39. Vendor shall pay the JMS monthly maintenance fees directly to County's JMS provider. County shall not be invoiced for the JMS monthly maintenance fee.

5.5. ITS Revenue Share, Payment and Reporting

- 5.5.1. ITS Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Vendor that are in any way connected to the provision of ITS service pursuant to this RFP and subsequent Agreement. ITS Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid Local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls), additional fees and/or charges added to the total cost of a call or added to the end-user's bill/account statement or any other compensation received by Vendor.
- 5.5.2. Vendor shall pay a revenue share on total ITS Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, Local Exchange Carrier (LEC) adjustments or any other Vendor expense.
- 5.5.3. Vendor shall specify its revenue share offer in [Appendix B – Rates and Revenue Share](#).
- 5.5.4. Any additional fees to be added to the end-user's bill/account statement or paid by the calling or end-user (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facility must be approved by County prior to implementation.
- 5.5.5. Any charges/fees added to the end-user's bill/account statement or paid by the inmate or end-user without the express written consent of County shall incur a fine of \$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
- 5.5.5.1. County shall notify Vendor of any unapproved additional fees and/or charges of which County becomes aware of and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to County within 30 days.
- 5.5.5.2. Should County and Vendor mutually agree that the charges/fees are to be discontinued, Vendor shall refund each inmate or end-user for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 5.5.6. Notwithstanding the foregoing, ITS Gross Revenue does not include:
- 5.5.6.1. Pre-Paid Account Fees. Pre-paid account fees are defined as fees imposed on end-users who set up and/or fund a pre-paid account with Vendor or a third party (i.e. Western Union) to accept calls and/or video visitation sessions. The pre-paid account fee shall not be applied on a per-call basis. All pre-paid account fees must be approved by County and are subject to the penalty defined above if not approved by County in advance. Vendor shall specify its proposed fee amount(s) in Option #2 of [Appendix B – Rates and Revenue Share](#).
- 5.5.6.2. Paper Bill/Statement Fees. Paper bill/statement fees are defined as fees charged to end-users for processing a collect call on a LEC telephone bill and/or charged to end-users by Vendor for providing an optional paper bill/statement for collect and/or pre-paid calls. The paper bill/statement fee shall not be applied to bills/statements provided electronically. All paper bill/statement fees must be approved by County and are subject to the penalty defined above if not approved by County in advance. Vendor shall specify its proposed fee amount(s) in Option #2 of [Appendix B – Rates and Revenue Share](#).

- 5.5.6.3. Required regulatory charges and taxes that are intended to be paid by the inmate or end-user and then remitted 100% by the billing party to the appropriate governmental agency.
- 5.5.6.4. A “Free” call shall be defined as a call not generating any revenue or compensation for Vendor. Calls to telephone numbers that appear on the free call list supplied by County or from inmate telephones approved by County to process free calls shall not generate revenue or compensation for Vendor and shall not be eligible for revenue share to County. Only those numbers designated by County on the free call list and inmate telephones approved by County to process free calls shall be marked as “Free” in the ITS and designated as such in the call detail records. In the event Vendor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in ITS Gross Revenue and eligible for revenue share to County. County reserves the right to enter a free number in the ITS as deemed appropriate by County and without the assistance of Vendor.
 - 5.5.6.4.1. In the event Vendor completes unauthorized free calls, County may impose a fine in the amount of \$2.00 per completed, unauthorized free call. County shall notify Vendor of any unauthorized free calls and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to County within 30 days.
- 5.5.6.5. Complimentary calls associated with Vendor’s pre-paid collect program shall be free, must be designated in the call detail records and shall not be eligible for revenue share to County. Vendor shall specify the duration of and the frequency between each complimentary call to a unique telephone number.
- 5.5.7. A call is deemed complete, and considered part of ITS Gross Revenue (as described above), when a connection is made between the inmate and the end-user, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, etc. as acceptance). The call shall be deemed complete and eligible for revenue share regardless if Vendor can bill or collect revenue on the call.
- 5.5.8. Revenue share for debit calls shall be based upon total ITS Gross Revenues (as defined above) generated from debit call purchase or usage and is payable under [Section 5.5 – ITS Revenue Share, Payment and Reporting](#).
- 5.5.8.1. On the 5th day of the month following the month of traffic, Vendor shall submit a monthly invoice and corresponding debit purchase or usage report to County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
- 5.5.9. Vendor may, at its own option, offer an upfront supplemental payment in addition to the revenue share proposal to be specified in [Appendix B – Rates and Revenue Share](#).
- 5.5.10. Vendor may, at its option, offer a Minimum Monthly Guarantee (MMG) to be specified in [Appendix B – Rates and Revenue Share](#).
- 5.5.11. Payments and reports for the ITS are due to County on or before the 25th day of the month following the traffic month.
- 5.5.12. Vendor shall provide monthly revenue share payments and traffic detail reports for the ITS as follows:
 - 5.5.12.1. County requests revenue share payments be sent via wire transfer or ACH.
 - 5.5.12.2. County requires the traffic detail reports be sent electronically in an exploitable format.
- 5.5.13. Traffic detail reports for the ITS shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid and debit calls down to the inmate level and for each inmate telephone at the Facility:
 - 5.5.13.1. Facility Name;
 - 5.5.13.2. Facility Identification Number/Site Identification Number;
 - 5.5.13.3. Automatic Number Identifier (if applicable);
 - 5.5.13.4. Inmate Telephone Station Port/Identifier;
 - 5.5.13.5. Inmate Telephone Location Name;
 - 5.5.13.6. Local Call, Minutes, and ITS Gross Revenue (per inmate telephone);
 - 5.5.13.7. Intralata/Intrastate Calls, Minutes, and ITS Gross Revenue (per inmate telephone);
 - 5.5.13.8. Interlata/Intrastate Calls, Minutes, and ITS Gross Revenue (per inmate telephone);

- 5.5.13.9. Intralata/Interstate Calls, Minutes, and ITS Gross Revenue (per inmate telephone);
 - 5.5.13.10. Interlata/Interstate Calls, Minutes, and ITS Gross Revenue (per inmate telephone);
 - 5.5.13.11. Domestic International Calls, Minutes, and ITS Gross Revenue (per inmate telephone);
 - 5.5.13.12. International Calls, Minutes, and ITS Gross Revenue (per inmate telephone);
 - 5.5.13.13. Revenue Share Rate (%);
 - 5.5.13.14. Total Calls, Minutes, ITS Gross Revenue and Revenue Share Amount (per inmate telephone); and
 - 5.5.13.15. Traffic Period and Dates.
- 5.5.14. Vendor shall provide a sample report showing how all of the above requirements will be met. Vendor shall indicate if any of the required fields above cannot be provided or supplied in [Appendix C – Exceptions](#) of its response to this RFP.
- 5.5.15. Vendor shall provide daily system platform raw Call Detail Records (CDRs) to County; Vendor shall provide monthly billing files and miscellaneous charges/fees reports to County no later than the 25th day of the month following the month of traffic.
- 5.5.16. The billing files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the end-user. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:
- 5.5.16.1. Record ID;
 - 5.5.16.2. Facility ID;
 - 5.5.16.3. From ANI;
 - 5.5.16.4. To ANI;
 - 5.5.16.5. Seconds;
 - 5.5.16.6. Revenue Period;
 - 5.5.16.7. Date (yymmdd);
 - 5.5.16.8. Connect Time (hhmmss);
 - 5.5.16.9. Billable Time (hhmmss);
 - 5.5.16.10. Multiple Rate Indicator;
 - 5.5.16.11. Personal Identification Number Digits;
 - 5.5.16.12. Originating City;
 - 5.5.16.13. Originating State;
 - 5.5.16.14. Bill City;
 - 5.5.16.15. Bill State;
 - 5.5.16.16. Rounded Bill Time Indicator;
 - 5.5.16.17. Bill Number;
 - 5.5.16.18. LATA ID;
 - 5.5.16.19. Settlement Code;
 - 5.5.16.20. Message Type;
 - 5.5.16.21. Charge Amount;
 - 5.5.16.22. Additional Fees and Line Surcharges;
 - 5.5.16.23. Specialized Calling Indicator;
 - 5.5.16.24. Validation Indicator;
 - 5.5.16.25. Tax Exempt Indicator;
 - 5.5.16.26. Rate Period; and
 - 5.5.16.27. Rate Class.
- 5.5.17. Vendor shall also provide a sample billing file in EMI format (showing all fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. Vendor shall provide a listing of all fields that will not be

released in [Appendix C – Exceptions](#) of its response to this RFP. Vendor shall also list all fields that are available to be provided to County in addition to those specified in **Section 5.5.16** above.

5.5.18. The raw CDRs shall contain all calls (both attempted and completed), which originate from the Facility for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:

- 5.5.18.1. Facility Name;
- 5.5.18.2. Facility ID;
- 5.5.18.3. From ANI;
- 5.5.18.4. To ANI;
- 5.5.18.5. Batch Number / ID;
- 5.5.18.6. From City;
- 5.5.18.7. From State;
- 5.5.18.8. To City;
- 5.5.18.9. To State;
- 5.5.18.10. Station ID;
- 5.5.18.11. Phone Name or Location;
- 5.5.18.12. Inmate ID;
- 5.5.18.13. Personal Identification Number;
- 5.5.18.14. Pre-Paid Card ID;
- 5.5.18.15. Revenue Period;
- 5.5.18.16. Call Start (yymmdd; mmss);
- 5.5.18.17. Call End (yymmdd; mmss);
- 5.5.18.18. Seconds;
- 5.5.18.19. Call Type (e.g. local, etc.);
- 5.5.18.20. Bill Type (e.g. free, collect, etc.);
- 5.5.18.21. Cost;
- 5.5.18.22. Tax;
- 5.5.18.23. Validation Result;
- 5.5.18.24. Termination Reason;
- 5.5.18.25. LIDB Status; and
- 5.5.18.26. Completion Indicator.

5.5.19. The miscellaneous charges/fees report shall include a breakdown of all charges and fees applied to (without limitation) calls and accounts from the Facility covered under the RFP and subsequent Agreement, including but not limited to: pre-paid funding fee(s), monthly billing fee(s), regulatory cost recovery fee(s), validation fee(s), etc. regardless of whether the charge/fee was assessed directly by Vendor or a third party. The miscellaneous charges/fees report shall contain, without limitation, the following information:

- 5.5.19.1. Facility ID;
- 5.5.19.2. Date;
- 5.5.19.3. From ANI;
- 5.5.19.4. To ANI;
- 5.5.19.5. Billed ANI;
- 5.5.19.6. Bill Type;
- 5.5.19.7. Fee Type; and
- 5.5.19.8. Fee Amount.

5.5.20. The system CDRs shall be stored in a minimum of 3 locations to avoid any possibility of CDRs being lost.

- 5.5.21. Vendor shall provide a sample CDR and miscellaneous charges/fees report (showing all raw fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. Vendor shall provide a listing of all fields that will not be released in [Appendix C – Exceptions](#) of its response to this RFP.
- 5.5.22. Revenue share discrepancies must be resolved by Vendor, and to County’s reasonable satisfaction, within 30 days of receipt of discrepancy notification from County or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of County. County further retains the right to pursue any other legal remedies it deems necessary.
- 5.5.23. Revenue share payments, ITS traffic detail reports, billing files, CDRs, miscellaneous charges/fees reports and/or reports not containing the required fields, received by County after the date specified above in [Section 5.5 – ITS Revenue Share, Payment and Reporting](#) are subject to late charges and/or fines.
- 5.5.23.1. Late charges and/or fines for revenue share payments shall be equal to 5% per month of the revenue share amount due.
- 5.5.23.2. Late charges and/or fines for daily CDR reporting shall be a fee of \$100.00 per day for any daily CDR reports not submitted by Vendor, or for each day where the CDR report does not contain all of the fields and information identified above. In the event the daily CDR reports are late or do not contain all of the fields and information identified herein, County will allow Vendor 1 business day to provide the report(s) or corrected report(s). Should Vendor fail to remedy the reporting issues to the satisfaction of County, County may impose the daily fine until the report issue is resolved by Vendor.
- 5.5.23.3. Late charges and/or fines for monthly reporting shall be a fee of \$750.00 per month for each ITS traffic detail report, billing file and miscellaneous charges/fees report not received by the 25th day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.
- 5.5.23.4. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

5.6. VVS Revenue Share, Payment, and Reporting

- 5.6.1. Vendor shall pay a revenue share on all VVS Gross Revenue generated by and through the proposed VVS. VVS Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Vendor that are in any way connected to the provision of VVS services pursuant to this RFP and subsequent Agreement. VVS Gross Revenue includes, by way of example and not limitation, all of the following: all surcharges, per minute fees, per session fees and any additional fees and/or charges generated by the completion of all video visitation sessions (including any combination of free and remote video visitation sessions), additional fees and/or charges added to the total cost of a video visitation session or added to the end-user’s bill/account statement or any other compensation received by Vendor.
- 5.6.2. Vendor shall pay a revenue share on total VVS Gross Revenue (as defined above) before any deductions are made for unbillable sessions, bad debt, uncollectible sessions, fraudulent sessions, or any other Vendor expense.
- 5.6.3. Vendor shall specify its revenue share offer in [Appendix B – Rates and Revenue Share](#).
- 5.6.4. Any additional fees to be charged to the end-user, added to the end-user’s bill/account statement or paid by the inmate or end-user (including those associated with establishing/funding pre-paid and/or visitation accounts) for inmate video visitations sessions from the Facility must be approved by County prior to implementation. County and Vendor shall mutually agree on the method for compensation associated with the additional charges/fees due to County.
- 5.6.5. Any charges/fees added to the end-user’s bill/account statement or paid by the inmate or end-user without the express written consent of County shall incur a fine of \$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
- 5.6.5.1. County shall notify Vendor of any unapproved additional fees and/or charges of which County becomes aware of and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to County within 30 days.

- 5.6.5.2. Should County and Vendor mutually agree that the charges/fees will remain, County and Vendor shall mutually agree on a method for compensation.
- 5.6.5.3. Should County and Vendor mutually agree that the charges/fees are to be discontinued, Vendor shall refund each inmate or end-user for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued
- 5.6.6. Notwithstanding the foregoing, VVS Gross Revenue does not include:
 - 5.6.6.1. Pre-Paid Account Fees (as defined in Section 5.5.6.1), if applicable. All pre-paid account fees must be approved by County and are subject to the penalty defined above if not approved by County in advance. Vendor shall specify these amounts in Option #2 of [Appendix B – Rates and Revenue Share](#).
 - 5.6.6.1.1. Vendor shall specify if pre-paid accounts fund video visitation sessions in addition to calls and if not, Vendor shall detail the amount of the additional account set up fees, funding fees, and refund fees associated with the video visitation pre-paid accounts in Option #2 of [Appendix B – Rates and Revenue Share](#).
 - 5.6.6.2. A “Free” session shall be defined as a video visitation session not generating any revenue or compensation for Vendor. Video visitation sessions to visitors that appear on the free video visitation list supplied by County or from video visitation stations approved by County to process free video visitation sessions shall not generate revenue or compensation for Vendor and shall not be eligible for revenue share to County. Only those visitors designated by County on the free video visitation list and video visitation stations approved by County to process free video visitation sessions shall be marked as “Free” in the VVS and designated as such in the video visitation detail records. In the event Vendor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free session, such revenue shall be included in VVS Gross Revenue and eligible for revenue share to County. County reserves the right to enter a free visitor in the VVS as deemed appropriate by County and without the assistance of Vendor.
 - 5.6.6.2.1. In the event Vendor completes unauthorized free sessions, County may impose a fine in the amount of \$2.00 per completed, unauthorized free session. County shall notify Vendor of any unauthorized free sessions and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to County within 30 days.
- 5.6.7. Vendor shall absorb all costs of providing video visitation, including the provision of necessary bandwidth, fee collection and accounting.
- 5.6.8. A video visitation session is deemed complete and considered part of VVS Gross Revenue (as described above), when a connection is made between the inmate and the end-user for all remote video visitation sessions except those types that are expressly designated by County as “Free” such as, but not limited to, court, medical or consulate sessions. The video visitation sessions shall be deemed complete and eligible for revenue share regardless if Vendor can charge or collect revenue on the session.
- 5.6.9. Payments and reports for the VVS are due to County on or before the 25th day of the month following the traffic month.
- 5.6.10. Vendor shall provide monthly revenue share payments and traffic detail reports for the VVS as follows:
 - 5.6.10.1. County requests revenue share payments be sent via wire transfer or ACH.
 - 5.6.10.2. County requires the traffic detail reports be sent electronically in an exploitable format.
- 5.6.11. Traffic detail reports for the VVS shall include a detailed breakdown of the activity for all video visitation sessions, including but not limited to charged and free sessions and for each inmate video visitation station at the Facility. This requirement is applicable to any VVS equipment and/or feature(s) that may be installed by Vendor through its VVS. Traffic detail shall include, at a minimum, each of the following items for each inmate video visitation station broken down by charged and free:
 - 5.6.11.1. Facility Name;
 - 5.6.11.2. Facility Identification Number/Site Identification Number;
 - 5.6.11.3. Video Visitation Station Identifier;

- 5.6.11.4. Video Visitation Station Location Name;
 - 5.6.11.5. Remote Video Visitation Sessions, Minutes, and VVS Gross Revenue (per inmate video visitation station);
 - 5.6.11.6. Revenue Share Rate (%);
 - 5.6.11.7. Total Video Visitation Sessions, Minutes, VVS Gross Revenue and Revenue Share (per inmate video visitation station); and
 - 5.6.11.8. Traffic Period and Dates.
- 5.6.12. Vendor shall provide a sample report showing how all of the above requirements will be met. Vendor shall indicate if any of the required fields above cannot be provided or supplied in [Appendix C – Exceptions](#) of its response to this RFP.
- 5.6.12.1. Vendor’s VVS shall provide the capability to export the reports in a mutually agreed upon format by County and Vendor.
 - 5.6.12.2. The reports shall be available to County from all control workstations and remote access computers depending on the user’s access level.
- 5.6.13. The miscellaneous charges/fees report for VVS shall include a breakdown of all charges and fees applied to (without limitation) visits and accounts from the Facility and covered under the RFP and subsequent Agreement, including but not limited to: pre-paid funding fee(s), scheduling fee(s), etc. regardless of whether the charge/fee was assessed directly by Vendor or a third party. The miscellaneous charges/fees report shall contain, without limitation, the following information:
- 5.6.13.1. Facility ID;
 - 5.6.13.2. Date;
 - 5.6.13.3. Video Visitation Station Identifier;
 - 5.6.13.4. Billed Customer;
 - 5.6.13.5. Transaction Type;
 - 5.6.13.6. Fee Type; and
 - 5.6.13.7. Fee Amount.
- 5.6.14. Revenue share discrepancies must be resolved by Vendor, and to County’s reasonable satisfaction, within 30 days of receipt of discrepancy notification from County or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of County. County further retains the right to pursue any other legal remedies it deems necessary.
- 5.6.15. Revenue share payments, VVS traffic detail reports, VVS miscellaneous charges/fees report or reports not containing the required fields, received by County after the date specified above in [Section 5.6 – VVS Revenue Share, Payment and Reporting](#) are subject to late charges and/or fines.
- 5.6.15.1. Late charges and/or fines for revenue payments shall be equal to 5% per month of the VVS revenue share amount due.
 - 5.6.15.2. Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the 25th day of the month following the activity/session month or for each report that does not contain all of the fields and information identified above.
 - 5.6.15.3. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

5.7. Rate Requirements

- 5.7.1. Vendor must agree to provide the required rates and fees for inmate telephone calls and video visitation sessions (“Rates”) specified in Option #1 of [Appendix B – Rates and Revenue Share](#) and must be in compliance with Pennsylvania laws and applicable regulations.
- 5.7.1.1. Vendor may propose alternative Rates and fees in Option #2 of [Appendix B – Rates and Revenue Share](#).
 - 5.7.1.1.1. County requires international calling rates.

- 5.7.1.1.2. Vendor must detail all charges and fees that will be assessed for all calls and video visitation sessions from the Facility in Option #2.
- 5.7.1.1.3. If Vendor offers more than one proposal for Rates and fees, County will solely decide which offer shall be implemented.
- 5.7.2. Before any new increases or decreases in Rates are implemented, Vendor must submit a written request to receive approval from County. County will respond in writing to Vendor's request.
 - 5.7.2.1. If Vendor adjusts the Rates without the written approval of County or adjusts the Rates in order to complete a call and/or a video visitation session that would not have completed without Vendor's adjustment to the Rates, Vendor may incur a fine of \$2.00 per affected call and/or video visitation session. County shall notify Vendor of any unapproved Rate adjustments County becomes aware of and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to County within thirty (30) days.
 - 5.7.2.2. If Vendor increases the Rates without the express written approval of County, Vendor must also issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue share paid by Vendor for unapproved rate increases.
- 5.7.3. Rate adjustments requested by County shall be implemented by Vendor within 10 calendar days of receiving County's written request, subject to regulatory approval.
- 5.7.4. Vendor shall calculate the raw duration of each inmate telephone call and video visitation session in seconds based on the time the call is accepted and the time the call is terminated by the ITS or based on the time the video visitation session connects the inmate and end-user and the time the video visitation session is terminated by the VVS. For calls and video visitation sessions where the duration is at least 1 second, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the Rates are applied. If Vendor has an alternative rounding policy for calls and video visitation sessions, Vendor shall indicate as much in its response to this RFP.
- 5.7.5. During the call rating process, Vendor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices.
- 5.7.6. Vendor shall rate all calls to U.S. Territories including Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International. The calling rates for both Domestic International and International are specified in Option #1 of [Appendix B – Rates and Revenue Share](#).

5.8. Regulatory Compliance

- 5.8.1. Should a material change in the rules or policies of the FCC or local, state or other federal regulatory body applicable to inmate telephone and/or video visitation services occur following the execution of the Agreement, which change affects (a) the inmate telephone and/or video visitation service rates or fees permitted to be charged by the Vendor to inmates under the Agreement; (b) the right of County to recover its inmate telephone and/or video visitation service costs; or (c) the ability of Vendor to pay to County site commissions, fees or other cost recovery mechanisms, then, at County's request, Vendor and County will negotiate in good faith an amendment to the Agreement reasonably acceptable to County that enables County to fully recover its inmate telephone and/or video visitation service costs in a manner compliant with the change in the inmate telephone and/or video visitation service rules or policies of the FCC, local, state or other federal regulatory agency. If Vendor and County are unable to mutually agree on such a contract amendment within 30 days of County's request, then County may terminate the Agreement at its sole discretion and without penalty or liability to County, and County may select another inmate telephone and/or video visitation service provider.

5.9. Reconciliation

- 5.9.1. From the Effective Date of the Agreement and for a period of 2 years after the termination of the Agreement, upon 10 business day's written notice, County shall have the right to examine and/or reconcile Vendor's information (records, data, revenue share records) pertaining to any and all services provided under the Agreement.
- 5.9.2. County requires Vendor to maintain accurate, complete and reconcilable records, in electronic format, for calls and video visitation sessions detailing the ITS and VVS Gross Revenues from which revenue share payments can be determined. The records shall include all CDRs, EMI billing files, miscellaneous charges/fees reports, debit reports and associated invoices, ITS and VVS traffic detail reports and revenue share reports during the term of the Agreement
- 5.9.3. County reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of County's sole choice.

5.10. Assignment and Mergers/Acquisition

- 5.10.1. The services to be performed under the Agreement shall not be assigned, sublet or transferred without 30 days advance written notification to County and then only upon Vendor's receipt of County's written consent.
- 5.10.2. Upon receipt of County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Vendor. However, County may assign any and/or all of its rights and obligations hereunder without Vendor's written consent but upon County's written notice thereof to Vendor (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger, acquisition or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.
- 5.10.3. If subsequent to this RFP and the execution of the Agreement, Vendor merges or is acquired by another entity, the following documents must be submitted to County:
 - 5.10.3.1. Corporate resolutions prepared by the awarded Vendor and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes;
 - 5.10.3.2. New Vendor's Federal Identification Number (FEIN) if applicable; and,
 - 5.10.3.3. Other documentation requested by County.
- 5.10.4. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein.

5.11. Independent Vendor

- 5.11.1. Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing County to exercise control over the manner or method by which Vendor or its subcontractor perform under the Agreement.

5.12. Termination/Default

- 5.12.1. In the event Vendor fails to perform any terms or conditions of the Agreement, County may consider Vendor in default of the Agreement and supply Vendor written notice of such default. In the event said default is not remedied to the satisfaction and approval of County within 30 calendar days of receipt of such notice, County may terminate the Agreement. Upon termination, Vendor shall adhere to the transition requirements as outlined in [Section 5.16 - Transition](#).
- 5.12.2. County may terminate the Agreement at any time, in whole or in part based upon the services offered, without penalty, upon Vendor's receipt of 90 days written notice. Upon termination, Vendor shall follow the transition requirements outlined in [Section 5.16 - Transition](#).

5.12.3. For any reason, should Vendor be unable to satisfy the requirements contained in the Agreement, County may, in its sole discretion, call for the Surety Bond due, in part or in full, for non-performance and/or as liquidated damages.

5.13. Indemnification

5.13.1. Vendor shall defend, indemnify, and hold County and its affiliates, agents, employees, officers, directors, and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened under the Agreement, for (a) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, Vendor or any of its employees, agents or subcontractors in providing the equipment and services hereunder, (b) the operation of Vendor's business, ITS or VVS; (c) any breach by Vendor of its obligations hereunder; or (d) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the ITS or VVS, except where such claims, demands or liabilities are due to the sole negligence of County, its agents or employees.

5.13.2. County agrees to provide Vendor with reasonable and timely notice of any claim, demand or cause of action made or brought against County arising out of or related to the services rendered by Vendor. Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. County will promptly advise Vendor of any proposed agreement to compromise or settle any claim and Vendor will have 10 days to respond to such proposal.

5.13.3. In the event an infringement claim is made or threatened against County, or injunctive relief is granted to a claimant, Vendor shall (a) obtain the right for County to continue use of the services; (b) substitute other services of like capability, or (c) replace or modify the services to render them non-infringing while retaining like capability. In the event Vendor is unable to perform any of the above, County may terminate the Agreement upon 60 days written notice to Vendor and Vendor shall be responsible for all of County's costs and expenses of whatever nature or kind in connection therewith.

5.13.4. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

5.14. Insurance

5.14.1. During the period of the Agreement, Vendor, at its own expense, agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of Pennsylvania, and in a standard form approved by the Board of Insurance Commissioners of the State of Pennsylvania. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure County and the public from any loss or damage that may arise to any person or property as a result of the services rendered by Vendor.

5.14.2. Vendor shall provide County with a 30 day advance written notice of cancellation or material changes in said insurance.

5.14.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.

5.14.4. Vendor shall provide County a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show Lackawanna County as an additional insured and shall include a waiver of subrogation:

5.14.4.1. **Automobile Liability:**

5.14.4.1.1. Bodily Injury (each person): \$250,000.00

5.14.4.1.2. Bodily Injury (each accident): \$500,000.00

5.14.4.2. **General Liability (Including Contractual Liability):**

5.14.4.2.1. Bodily Injury or Death (per person): \$1,000,000.00

5.14.4.2.2. Property Damage (per incident resulting in injury or destruction of property): \$100,000.00

5.14.4.3. **Excess Liability:**

5.14.4.3.1. Umbrella Form: \$1,000,000.00

5.14.4.4. **Worker's Compensation:** Statutory

5.14.5. Vendor agrees to carry and maintain Workers Compensation Insurance. Proof of Workers Compensation Insurance must be provided with the proposal to County.

- 5.14.6. County agrees to provide Vendor with reasonable and timely notice on any claim, demand or cause of action made by or brought against County arising out of the service provided by Vendor. Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 5.14.7. For any person or Vendor with whom Vendor enters into a contract to provide the services defined in this RFP, Vendor must:
 - 5.14.7.1. Provide a certificate of coverage, for all persons providing the services defined in this RFP and prior to those persons beginning work on any project, showing coverage is being provided for the duration of the Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Pennsylvania Labor Code.
 - 5.14.7.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Vendor's current certificate of coverage ends during the duration of the project.
 - 5.14.7.3. Retain all required certificates of coverage for the duration of the project and for 2 years thereafter;
 - 5.14.7.4. Notify County in writing, within 10 days after Vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 5.14.8. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Vendor and County and to ensure that County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Agreement.

5.15. Installation Requirements

- 5.15.1. In its response to this RFP and included in **Attachment 4: Implementation Plan** of Vendor's proposal, Vendor shall submit an implementation plan, which shall include a multi-phase installation approach for the ITS and the VVS.
- 5.15.2. Initial installations must be completed within 60 days for the ITS and 90 days for the VVS of the effective date of the Agreement between County and the selected Vendor or as otherwise directed by County. Implementation plan(s) will become a part of the Agreement and must be followed.
 - 5.15.2.1. If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan(s), Vendor may incur a fine in the amount of \$500.00 for each day beyond the installation date until the installation is complete. However, Vendor shall not incur a fine if the cause of the delay is beyond the Vendor's reasonable control.
 - 5.15.2.2. Should Vendor incur a fine, County will invoice Vendor. Payment of the invoice shall be made to County within 30 days of Vendor's receipt of the invoice.
- 5.15.3. Vendor shall be responsible for all costs associated with the ITS and VVS, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.
- 5.15.4. Vendor shall provide, install and maintain the inmate telephones, pedestals, ITS equipment/hardware and software, inmate video visitation stations, VVS equipment/hardware and software, and network components in accordance with the manufacturer's specifications and the provisions set forth within this RFP.
- 5.15.5. Vendor's ITS and VVS shall not be configured to reside on, use or compromise County's network.
- 5.15.6. Vendor shall install/mount all ITS and VVS equipment in accordance with County's requirements.
- 5.15.7. Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminal within the Facility is at the risk of Vendor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Vendor becomes County's property upon termination and/or expiration of the Agreement.
- 5.15.8. Vendor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry

- Alliance (EIA/TIA) wiring standards for commercial buildings and must be approved by the Facility maintenance personnel.
- 5.15.9. Vendor shall be responsible for installing all new wiring, cabling and network circuits at no cost to County to support the provision of the outlined services.
- 5.15.10. Vendor agrees to obtain County's written approval before making any physical changes to the Facility, such as drilling into walls, floors, ceilings or any other portion of the Facility. This includes existing, newly constructed and/or expanded Facility(s).
- 5.15.11. All ITS and VVS equipment provided shall be fully operational at the time of the initial installation and in accordance with the approved implementation plan(s).
- 5.15.12. Vendor agrees to install the quantity of telephones and related equipment required by County as outlined in [Appendix A – Facility Specifications](#).
- 5.15.12.1. The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in [Appendix A – Facility Specifications](#).
- 5.15.12.2. Placards containing dialing instructions in both English and Spanish shall be placed on each inmate telephone. Placards shall be replaced each time an inmate telephone set is replaced.
- 5.15.12.3. The telephones must not contain any exterior removable parts.
- 5.15.12.4. All telephone sets shall include volume control.
- 5.15.13. Vendor agrees to install the quantity of video visitation stations and related equipment required by County as outlined in [Appendix A – Facility Specifications](#).
- 5.15.13.1. Vendor shall be responsible for providing and installing tamper-resistant and durable video visitation stations suitable for a correctional environment.
- 5.15.13.2. The video visitation stations shall not include any removable parts.
- 5.15.13.3. The VVS must provide high-quality, audio and video while meeting the industry quality standards.
- 5.15.13.4. All inmate video visitation stations shall be equipped with 1 handset and shall include volume control. The cord length for the inmate video visitation station handsets is specified in [Appendix A – Facility Specifications](#).
- 5.15.14. Vendor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment to protect all lines, circuits and equipment used for the ITS and VVS and at no cost to County.
- 5.15.15. All telephone equipment shall be powered by the telephone line, not require an additional power source.
- 5.15.16. Vendor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for both the ITS and VVS to ensure there is no loss of recordings or real time call data in the event of a power failure.
- 5.15.16.1. Vendor shall specify the maximum duration the UPS can support the ITS and VVS in the event of a power failure.
- 5.15.16.2. A separate power supply shall not be required. A power source shall be available at the ITS demarcation location.
- 5.15.17. Installation of all telephones, cabling, video visitation stations, and related equipment shall be accomplished during normal business hours at the Facility or as otherwise specified by County.
- 5.15.18. Vendor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by County, no equipment, inventory or spare parts shall be stored by Vendor at the Facility.
- 5.15.19. Vendor shall correct any damage to County's property caused by maintenance or installation associated with the ITS and VVS, including repairs to walls, ceilings, etc.
- 5.15.20. Vendor shall install, repair and maintain all Vendor-provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facility. All Vendor-provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Vendor.

- 5.15.21. Vendor shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation for either the ITS or VVS.
- 5.15.22. Vendor shall post Rates near each inmate telephone, group of inmate telephones or video visitation stations. Rate flyers and/or additional inmate telephone or visitation related information shall be provided by Vendor upon County's request and at no cost.
- 5.15.23. At no cost to County, Vendor shall install additional devices (inmate and visitation telephones), video visitation stations, and related equipment as well as monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed, newly constructed and/or expanded Facility(s).
 - 5.15.23.1. If the installation of the additional telephones (inmate and visitation) is not completed within 30 days, Vendor may incur a fine in the amount of \$500.00 for each day beyond the 30-day installation date until the installation is complete. However, Vendor shall not incur a fine if the cause of the delay is beyond the Vendor's reasonable control.
 - 5.15.23.2. Should Vendor incur a fine, County will invoice Vendor. Payment of the invoice shall be made to County within 30 days of Vendor's receipt of the invoice.
- 5.15.24. Upon completion of the initial installation and any ongoing installations, Vendor shall provide County with a list of device identifiers, telephone numbers, equipment specifications and locations of each device/unit for both the ITS and VVS.
- 5.15.25. Vendor must indicate the physical size of the ITS and VVS equipment to be installed at the Facility, detail any environmental conditions required for the proposed ITS and VVS, and provide a diagram or visual aid.

5.16. Transition

- 5.16.1. For the initial installation, Vendor will work with County and the incumbent inmate telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by County.
- 5.16.2. Upon expiration, termination, or cancellation of the Agreement or in the event County exercises its right to terminate the Agreement in part based on the services offered, Vendor shall accept the direction of County to ensure inmate telephone services and/or video visitation services are smoothly transitioned. At a minimum, the following shall apply:
 - 5.16.2.1. Vendor acknowledges that the CDRs, call recordings, video visitation traffic and recordings, documentation, reports, data, etc., contained in the ITS and VVS are the property of County. County acknowledges the ITS and VVS hardware and software are the property of Vendor.
 - 5.16.2.2. The CDRs, call recordings, video visitation traffic and recordings, documentation, reports, data, etc. for the Facility shall be provided to County by Vendor on a storage medium and in a user-friendly, searchable and electronic format at no cost to County within 15 days following the expiration, termination and/or cancellation of the Agreement or within 15 days following the last day inmate telephone and/or video visitation services are provided by Vendor, whichever occurs sooner. Vendor shall accept County's decision whether the solution provided is acceptable.
 - 5.16.2.3. As an alternative and at no cost to County, after expiration, termination, or cancellation of the Agreement, in whole or in part based on the services offered, Vendor shall allow County access to all call recordings, video visitation recordings, documentation, reports, data, etc. contained in the ITS and VVS through a web based application. Vendor shall provide such access to County within 7 days following the expiration, termination and/or cancellation of the Agreement or within 15 days following the last day inmate telephone and/or video visitation services are provided by Vendor, whichever occurs sooner. Vendor shall accept County's decision whether the access provided is acceptable.
- 5.16.3. Vendor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date(s) specified by County. Vendor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement. Revenue share payments will be due and payable by Vendor to County

at the percentage provided in the Agreement until collect, debit and/or pre-paid calls and/or video visitation sessions are no longer handled by Vendor.

- 5.16.4. Vendor agrees to remove its equipment at the conclusion of the Agreement or as otherwise specified by County in a manner that will allow the reuse of wiring/cabling associated with the ITS and VVS.

5.17. General Maintenance

- 5.17.1. Vendor shall respond to repair requests from County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7- days a week, 365-days a year basis.
- 5.17.1.1. In addition to the preventative maintenance process below, repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4-hours following notification of a service request or system failure.
- 5.17.1.2. Vendor must exhibit to County a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.
- 5.17.1.3. County shall be notified of progress and/or delays in progress until the problems are resolved. Vendor shall notify County any time a technician will be dispatched to the Facility and prior to the technician's arrival.
- 5.17.1.4. In conjunction with the above, Vendor shall provide the on-site response time, priority levels and escalation schedule for both normal maintenance and emergency outage/service issues at and/or related to the Facility.
- 5.17.2. Vendor shall perform a full preventative maintenance inspection monthly at the Facility, or at any time as directed by County, to include, but not be limited to, the ITS, all inmate and visitation telephones and related equipment and the VVS, all inmate visitation stations and related equipment. The preventative maintenance inspection shall be performed by a qualified technician within 5 days of the request or as otherwise specified by County and shall be at no cost to County.
- 5.17.2.1. Vendor shall document the preventative maintenance process. Within 2 business days of each preventative maintenance inspection, Vendor shall provide County a log detailing the inspection of all inmate telephones and related equipment, all repairs and/or replacement of nonworking or damaged equipment or software, and any other work performed ("Repair Log"). The Repair Log shall include, but not be limited to, Date, Station ID, Inmate Telephone Name or Location, Video Visitation Station Name or Location, Vendor Ticket Number, Work Performed and Resolution Date.
- 5.17.3. All operation, maintenance and repair issues regarding the ITS or VVS service shall be reported by Vendor to County promptly. Vendor shall be responsible for resolving any reported repairs or replacements within 10 days following notification of a service request or system failure ("Cure Period"). Should Vendor fail to resolve the reported repair or replacement within the specified Cure Period, Vendor shall incur a daily fine or penalty. Such daily fine or penalty shall be equal to \$500.00 per day for each reported repair or replacement Vendor fails to resolve, and shall be incurred for each day after the Cure Period until each reported repair or replacement is resolved by Vendor. County shall submit an invoice to Vendor identifying the total amount due for the daily fine or penalty for each reported repair or replacement and Vendor shall remit payment of the invoice within 30 days. Additionally, County may cancel the Agreement with Vendor if Vendor has not cured a service problem within the Cure Period.
- 5.17.4. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS or VVS. Vendor will assume liability for any and all such damages.

5.18. Upgrades and Performance Process

- 5.18.1. Vendor shall provide County with ITS and VVS software upgrades as they become available. All upgrades must be no older than 1 release of newest operating system and provided to County at no additional cost.
- 5.18.2. Vendor shall provide County with written notice, including detailed information, of any new ITS software upgrades, VVS software upgrades or additional features to be added to either system, within 30 days of the introduction of the new software or features into the industry.

- 5.18.3. Vendor shall adhere to the following performance process when upgrading the ITS and/or VVS software, equipment, or performing any changes to the either system at the Facility. Any deviation from this process may result in a fine incurred by Vendor. Such fine will be equal to \$300.00 per occurrence. Vendor shall be notified of the total amount due via written notice from County. County will invoice Vendor and payment shall be due within 30 days of Vendor's receipt of invoice.
- 5.18.4. Vendor shall perform extensive testing on all system changes or upgrades to the ITS prior to introducing them to County. At a minimum, this shall include the following:
 - 5.18.4.1. Extensive testing on a system identical to the ITS at the Facility;
 - 5.18.4.2. Circuit testing;
 - 5.18.4.3. Extensive software testing;
 - 5.18.4.4. Configuration / setting preservation testing;
 - 5.18.4.5. Call and/or standard visitation processing;
 - 5.18.4.6. Interface continuity;
 - 5.18.4.7. Remote access;
 - 5.18.4.8. International calling; and
 - 5.18.4.9. Debit/pre-paid card calling.
- 5.18.5. Vendor shall perform extensive testing on all system changes or upgrades to the VVS prior to introducing them to County. At a minimum, this shall include the following:
 - 5.18.5.1. Extensive testing on a system identical to the VVS at the Facility;
 - 5.18.5.2. Circuit testing;
 - 5.18.5.3. Extensive software testing;
 - 5.18.5.4. Configuration / setting preservation testing;
 - 5.18.5.5. Scheduling and registration processes;
 - 5.18.5.6. Remote video visitation processing;
 - 5.18.5.7. Interface continuity; and
 - 5.18.5.8. Remote access.
- 5.18.6. Vendor shall receive written permission from County, before scheduling or proceeding with any functionality changes to the ITS and/or VVS at the Facility, especially if the changes will cause an interruption in service.
- 5.18.7. Vendor shall provide County with written details regarding any change to voice prompts, dialing procedures, visitation registration/scheduling processes and/or visitation connection procedures.
- 5.18.8. County, at its option, shall have a minimum of 2 weeks to notify inmates at the Facility of any ITS and VVS changes that affect the inmates.
- 5.18.9. Vendor shall work with the Facility to schedule changes and/or upgrades during a time when the telephones and video visitation stations are not being used regularly by the inmates. Vendor shall coordinate a convenient time and day with County to implement the changes or upgrades to the ITS and/or VVS to avoid an interruption in service.
- 5.18.10. Vendor shall coordinate the presence of a technician at the Facility on the day of implementation to place test calls and ensure the ITS and/or VVS is functioning properly.
- 5.18.11. All said changes shall be made by Vendor at no cost to County.

5.19. Security

- 5.19.1. All Vendor employees shall obtain, at Vendor's cost, the appropriate personnel background security clearance prior to arrival at the Facility. All Vendor employees will comply with County's policies and procedures. Entry to the Facility is subject to the approval of County.

5.20. Training

- 5.20.1. Vendor shall provide onsite training to County's staff upon initial installation and throughout the term of the Agreement. Additional training (onsite or via the web) shall be provided to new staff at no cost to County. Training manuals shall be provided to County's staff at all training meetings and will become the property of County.
- 5.20.2. When requested by County, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS and/or VVS.
- 5.20.3. Vendor will also provide full documentation for all ITS features, VVS features and documentation for any and all added technology features that result from this RFP and Agreement.

5.21. Workstations

- 5.21.1. Vendor shall provide County with the quantity of workstations required by County as outlined in [Appendix A – Facility Specifications](#), working real-time with the ITS and VVS, for such monitoring, recording and reporting. Each workstation shall include a CD/DVD burner, 2 flat screen monitors, speakers (built in or external), mouse, keyboard, burning software, printer and ink, a licensed copy of Microsoft Office (or equivalent), and a minimum of Windows 7 Operating System. In addition to Vendor-provided workstations, and at the request of County, Vendor shall provide remote access to the ITS and VVS at no cost to County.
 - 5.21.1.1. Vendor shall provide a detailed description, as well as network requirements, for how real-time, anywhere, anytime access to the ITS and VVS user application shall be accomplished at no cost to County.
 - 5.21.1.2. The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on a Vendor-provided workstation.
 - 5.21.1.2.1. Vendor shall specify whether the ITS and VVS user application is accessible on mobile devices.
 - 5.21.1.2.2. Vendor shall specify whether the ITS and VVS user application is accessible across multiple internet browsers.
 - 5.21.1.3. For the term of the Agreement, County shall have access to all CDRs and video visitation records from all workstations and remote access computers, based on the user's access level.
 - 5.21.1.4. The workstations shall become the property of County after expiration, cancellation or termination of the Agreement to allow County access to all CDRs, call and visitation recordings, documentation, reports, data ,etc. contained in the ITS.
 - 5.21.1.5. Vendor shall provide and install a minimum of 2 televisions for monitoring video visitation sessions from central control or as otherwise specified by County; each television shall be flat-screen HD capable with 1080p resolution or greater and a minimum of a 40" screen size class or larger.
 - 5.21.1.5.1. Vendor shall specify if a larger screen size can be accommodated while still providing a clear display of live sessions.

5.22. Additional Requirements and Specifications

- 5.22.1. Vendor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal, state, county, or municipal government.
- 5.22.2. Vendor shall detail its Disaster Recovery Plan (DRP) and provide its processes, policies and procedures relating to the preparation for recovery of the requirements in this RFP preceding and/or following a natural or human-induced disaster.
- 5.22.3. Vendor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and any applicable County laws, to the employees and all subcontractors to ensure the Facility maintains a drug free workplace. County reserves the right to review drug testing results of Vendor's personnel assigned to work at the Facility. County may require, at Vendor's expense, drug testing of Vendor's personnel if no drug testing records exist or if such test results are older than 6 months.

- 5.22.4. For the purpose of aiding in investigations, Vendor must retain ITS and VVS information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of 2 years after the expiration/termination of the Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.
- 5.22.4.1. County shall have access to such account information upon request, to the extent permissible by law.

6. ITS FEATURES AND FUNCTIONALITIES

6.1. ITS General Requirements

- 6.1.1. Inmate telephone services are to be provided and shall comply with all applicable regulations set forth by the FCC, Pennsylvania PUC and/or other applicable regulatory body relating to inmate telephone service in correctional facilities.
- 6.1.2. Vendor shall supply details of Vendor's proposed ITS which shall include, but not be limited to: system version (if Vendor uses multiple ITS versions and/or releases), system design (centralized vs. premise based), technical specifications, software applications, hardware architecture and networking capabilities.
 - 6.1.2.1. Include a diagram demonstrating the proposed ITS solution.
 - 6.1.2.2. Include a description, as well as visual aids, of the inmate and visitation telephone sets, TDD units and cart/portable sets proposed for installation at the Facility.
 - 6.1.2.3. For the purpose of processing inmate telephone calls, Vendor shall provide details of alternatives to traditional, wall-mounted inmate telephones (i.e. tablets, mobile devices, etc.) that may be of interest to County.

6.2. ITS and User Application Specifications

- 6.2.1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, international calling and audio recording of visitation sessions.
- 6.2.2. The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
 - 6.2.2.1. Any bill types to be implemented or removed regarding the processing and/or completion of inmate telephone calls from the Facility must be approved by County in writing prior to implementation or removal. Any bill types implemented or removed without the express written consent of County shall incur a fine of \$500.00 per day for each day the bill type is implemented or removed.
- 6.2.3. Vendor shall provide a sufficient bandwidth to ensure inmates are allowed to place calls 99.9% of the time. County reserves the right to require Vendor to revise its configuration should the configuration installed by Vendor result in inmate complaints for degraded service or unavailable prompts. Such configuration changes shall be completed by Vendor at no cost to County. At the request of County, Vendor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by County.
- 6.2.4. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Vendor shall accept County's decision regarding whether the reception quality is acceptable.
- 6.2.5. Call acceptance by the end-user shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation. Voice recognition is not an acceptable method for positive acceptance.
- 6.2.6. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing, etc. Vendor shall provide information on how the proposed ITS will be able to meet this requirement.
- 6.2.7. The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Vendor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 6.2.8. With each call, the ITS must provide an automated message to advise the end-user that:
 - 6.2.8.1. That the call is coming from a correctional facility;
 - 6.2.8.2. The call is coming from a specific inmate; and
 - 6.2.8.3. The call may be monitored and recorded.

- 6.2.9. With each call, the ITS shall clearly identify the type of call being placed to the end-user: collect, free, etc. This recording must be free of any charges.
- 6.2.10. The ITS shall allow the inmate to record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. County requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
- 6.2.11. The ITS shall play the call acceptance information to the end-user at least twice and shall have the capability of allowing the end-user to interrupt the prompts by selecting a digit on the keypad. Vendor shall provide a script of the call acceptance information provided to the end-user.
- 6.2.12. The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated. Vendor shall indicate whether the end-user will be able to select the preferred language for call prompts.
- 6.2.13. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. Vendor shall provide a list of the available recordings as well as a complete description of each. County reserves the right to request Vendor to modify/revise the recordings at any time during the Agreement at no cost to County and within 30 days of the request.
- 6.2.14. Collect calling is required under this RFP and the subsequent Agreement. Vendor shall subscribe to the LEC Line Information Data Base (LIDB). Vendor shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening (BNS). Vendor must assume all responsibility for the cost and accuracy of validation.
- 6.2.15. Vendor shall provide information on any security configurations available within the ITS to prevent fraud relative to automated phone trees (e.g. inmates pressing digits and getting to a live operator, etc.).
- 6.2.16. Following the dialing sequence, the ITS shall allow the inmate to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.);
- 6.2.17. In no event shall the inmate be allowed to communicate with the end-user until the call is positively accepted.
- 6.2.18. The ITS shall be able to program a specific speed dial code to selected telephone numbers as determined by County and at no cost to County and without the assistance of Vendor.
- 6.2.19. The ITS user application shall allow County to query the CDRs for inmate activities and calling patterns.
- 6.2.20. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
 - 6.2.20.1. Inmate Name (First, Last);
 - 6.2.20.2. Inmate Personal Identification Number;
 - 6.2.20.3. Record Identifier;
 - 6.2.20.4. Date Range (Start Date/Time and End Date/Time);
 - 6.2.20.5. Facility;
 - 6.2.20.6. Called Number;
 - 6.2.20.7. Originating Number;
 - 6.2.20.8. Station Port;
 - 6.2.20.9. Station Name;
 - 6.2.20.10. Call Type;
 - 6.2.20.11. Bill Type;
 - 6.2.20.12. Duration (minimum and maximum);
 - 6.2.20.13. Call Amount;
 - 6.2.20.14. Flagged Calls;
 - 6.2.20.15. Monitored Calls;
 - 6.2.20.16. Recording Type;
 - 6.2.20.17. Completion Type;
 - 6.2.20.18. Termination Type;

- 6.2.20.19. Validation Result;
 - 6.2.20.20. Pre-Paid Card ID Number;
 - 6.2.20.21. Phone Group(s);
 - 6.2.20.22. Visitation Phone(s); and
 - 6.2.20.23. Custom Search.
- 6.2.21. The ITS user application shall allow CDR query results to be exported in a format selected by County (.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Vendor is able to meet this requirement.
- 6.2.22. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
- 6.2.22.1. Call Statistics by Date Range;
 - 6.2.22.2. Frequently Called Numbers;
 - 6.2.22.3. Frequently Used Personal Identification Numbers;
 - 6.2.22.4. Commonly Called Number;
 - 6.2.22.5. Call Detail Report;
 - 6.2.22.6. Gross Revenue Report by Date Range;
 - 6.2.22.7. Facility Totals and Statistics;
 - 6.2.22.8. End-User/Number Accepting Report;
 - 6.2.22.9. Fraud/Velocity Report;
 - 6.2.22.10. Total Calls;
 - 6.2.22.11. Calling List (PAN) Report;
 - 6.2.22.12. Pre-Paid Card Report;
 - 6.2.22.13. Debit Usage Report;
 - 6.2.22.14. Debit Balance and Funding Report;
 - 6.2.22.15. Pre-Paid Card Balance and Activity Report;
 - 6.2.22.16. Bill and Call Type Distribution;
 - 6.2.22.17. Phone Usage;
 - 6.2.22.18. Reverse Look-Up;
 - 6.2.22.19. User Audit Trail; and
- 6.2.23. The ITS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Vendor is able to meet this requirement.
- 6.2.24. The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Vendor.
- 6.2.25. Vendor's ITS user application shall at a minimum allow:
- 6.2.25.1. The creation, modification and deactivation of user accounts;
 - 6.2.25.2. The creation, modification and deactivation of inmate accounts;
 - 6.2.25.3. The creation and modification of telephone numbers in the ITS including free telephone numbers;
 - 6.2.25.4. Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
 - 6.2.25.5. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - 6.2.25.6. Block/unblock telephone numbers without the assistance of Vendor; and,
 - 6.2.25.7. Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- 6.2.26. Vendor shall indicate whether the ITS has the capability to allow County to create, view and track service tickets associated with the ITS or Facility. Provide screen shots of Vendor's ticketing system or comparable solution.
- 6.2.27. Vendor shall ensure continuous diagnostics and supervision for call processing and call recording. Vendor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel,

line, etc. Vendor shall provide detailed information on the frequency Vendor performs remote diagnostics and troubleshooting processes which shall include failure reports, alarms, service history and other steps taken.

- 6.2.28. The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD), videophones accessible to the hearing impaired, Relay Services, etc.
- 6.2.28.1. Vendor shall provide the number of videophones, TDD telephones and ports specified in [Appendix A – Facility Specifications](#).
- 6.2.28.2. Videophones and TDD telephones shall be able to work with the inmate telephones at the Facility.
- 6.2.28.3. Vendor must indicate how the videophones and TDD telephones work with the proposed ITS.
- 6.2.28.4. Vendor shall provide detail on how videophone sessions and TDD calls can be recorded and monitored via the ITS.
- 6.2.28.5. Vendor shall provide detail on how call controls configured in the ITS are preserved for calls placed via a relay service (e.g. blocked telephone numbers, etc.).
- 6.2.28.6. Should ADA requirements change, Vendor will comply with the new standards at no cost to County.
- 6.2.29. The ITS must offer the end-user an option to receive a rate quote during the call acceptance process.
- 6.2.30. The ITS shall include a reverse look-up feature to provide County with the capability to obtain billing name and address (BNA) information associated with called numbers. The reverse look-up feature shall be provided at no cost to County and must be an integrated part of the ITS.
- 6.2.30.1. Vendor shall specify if the ITS provides a visual map in addition to the BNA information.
- 6.2.31. The ITS agrees to provide pro-bono calling services for ICE inmates housed at the Facility. Pro-bono calls shall be provided at no cost to County and shall be completed as free to consulates, federal and state courts, and other telephone numbers specified by County and/or ICE. Vendor shall accept County’s direction for how pro bono calling services are configured via the ITS. It is understood and agreed that Vendor will not pay any revenue share or other remuneration on any ICE pro-bono calls.
- 6.2.32. Vendor shall be able to establish an informant line at no cost to County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by County. Vendor shall accept County’s direction for how the informant line is configured through the ITS.
- 6.2.33. Vendor shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Vendor shall:
- 6.2.33.1. Route free calls via the ITS to a destination provided and designated by County which may be the same as that used for the Facility’s informant line.
- 6.2.33.2. At no cost to County, provide a telephone line to County dedicated for PREA calls to which the calls will be routed as free.
- 6.2.33.3. Vendor shall have the capability to allow County to maintain the same telephone number currently in place at the Facility and/or utilize any telephone number specified by County.

6.3. ITS Security Features

- 6.3.1. The ITS shall prohibit:
- 6.3.1.1. Direct-dialed calls of any type;
- 6.3.1.2. Access to a live operator for any type of calls;
- 6.3.1.3. Access to “411” information services;
- 6.3.1.4. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
- 6.3.1.5. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 6.3.2. The ITS shall prevent call collision or conference calling among telephone stations.

- 6.3.3. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
 - 6.3.3.1. At demarcation location;
 - 6.3.3.2. Central control; and
 - 6.3.3.3. By select housing units.
- 6.3.4. The ITS shall not accept any incoming calls. Vendor shall work with the LEC to ensure such control.
- 6.3.5. Vendor's customer service number shall be displayed on the end-user's caller ID each time a call is placed from the Facility.
- 6.3.6. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc. Vendor shall provide a list of the available pre-recorded announcements. Vendor shall describe its process for adjusting the duration of the call or excluding the pre-recorded announcements from the cost of a call.
- 6.3.7. The ITS, upon detection of a three-way call, forwarded call, conference call, etc. shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
 - 6.3.7.1. Indicate whether the ITS plays a message to the inmate and/or the end-user prior to terminating the call.
 - 6.3.7.2. Specify the method used by Vendor to detect three-way calls, specifically if the end-user is utilizing a cell phone to place the three-way call.
- 6.3.8. The ITS shall allow the end-user to block their telephone number during the call acceptance process.
- 6.3.9. As specified by County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
- 6.3.10. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facility is specified in [Appendix A – Facility Specifications](#).

6.4. Personal Identification Number Application

- 6.4.1. The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
 - 6.4.1.1. The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN.
 - 6.4.1.2. The capability to interface with the Facility's JMS. The JMS provider is DSI/ITI. The JMS contact is Tom Gibney and his contact number is (814) 515-1760. It is the Vendor's responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Vendor will be able to meet the PIN requirements listed below with the initial implementation. Vendor shall state in its response whether it has established business arrangements and interfaces with DSI/ITI. County shall not be responsible for paying any amount associated with the required interface. The following requirements will apply relative to the interface:
 - 6.4.1.2.1. Real-time data transfer or near real-time interface with data transfers not to exceed every 15 minutes. At a minimum, the required data to be transferred is as follows:
 - 6.4.1.2.1.1. Facility;
 - 6.4.1.2.1.2. Permanent Inmate ID;
 - 6.4.1.2.1.3. Inmate Booking Number;
 - 6.4.1.2.1.4. Inmate PIN;
 - 6.4.1.2.1.5. Inmate First and Last Name;
 - 6.4.1.2.1.6. Inmate Housing Location; and
 - 6.4.1.2.1.7. Inmate Custody Status (i.e. active/inactive, etc.)

- 6.4.1.3. The capability to receive, accept and apply or strip alphanumeric characters in an inmate's ID.
 - 6.4.1.3.1. Should County utilize a unique inmate identifier separate from the inmate's PIN and/or permanent ID associated with each inmate, Vendor shall have the capability to receive, accept, and store this unique inmate identifier to allow for query within the ITS, to include but not be limited to inmate information, call recordings, and CDRs.
 - 6.4.1.4. The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
 - 6.4.1.4.1. JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 - 6.4.1.4.2. JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and allows the inmate, via the ITS, to create the unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 - 6.4.1.4.3. JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
 - 6.4.1.4.4. JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create a complete PIN. The inmate shall then be capable of changing the last several digits of the PIN upon the first attempted telephone call via the ITS to create a revised complete PIN for all future calls;
 - 6.4.1.4.5. JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
 - 6.4.1.4.6. The ITS, without an interface with the JMS, auto-generates the complete PIN;
 - 6.4.1.4.7. The ITS accepts a manually entered PIN.
 - 6.4.1.5. The interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released, etc.).
 - 6.4.1.6. County currently uses a 10-digit PIN which is initially generated as a combination of the inmate's 6-digit telephone ID (generated by the JMS) followed by a 4 zeroes (0000). The inmate is then required to change the last 4 digits upon the first telephone call attempt via the ITS.
 - 6.4.1.6.1. Vendor shall indicate if the ITS be capable of allowing the inmate to modify or create a portion of the PIN (in combination with the inmate ID) upon the first phone call attempt through the ITS. Vendor shall provide details regarding its capability to accommodate this PIN generation method.
 - 6.4.1.7. The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Vendor.
 - 6.4.1.8. PINs shall be required for booking/intake phone(s).
 - 6.4.1.9. Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any inmate telephone located at the Facility.
 - 6.4.1.10. The ITS shall be capable of limiting calls by PIN to designated group(s) of inmate telephones located at the Facility.
 - 6.4.1.11. The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
- 6.4.2. County does not require Personal Allowed Numbers (PANs) with the initial installation. However, County may elect to implement the use of PANs at any time during the subsequent Agreement. Should PANs be required, the ITS shall have the capability to store a list of PANs associated with each PIN.
- 6.4.2.1. PANs shall allow a set quantity of approved telephone numbers for each PIN.
 - 6.4.2.1.1. The quantity of approved telephone numbers within a PAN shall be configurable.
 - 6.4.2.1.2. Vendor shall indicate whether the quantity of approved telephone numbers within a PAN can be configured by PIN.

- 6.4.2.2. Vendor shall indicate whether the proposed ITS is capable of documenting all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp, etc.).
- 6.4.2.3. ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, end-user name, address and relationship to inmate.
- 6.4.2.4. Vendor shall indicate whether the ITS is capable of auto-enrolling PANs to avoid manual entry.
- 6.4.2.5. Vendor shall indicate whether the ITS can accommodate a specific timeframe (e.g. quarterly, monthly, every 120 days, etc.) for allowing PAN updates/changes.
- 6.4.2.6. Vendor shall indicate whether the ITS can accommodate the implementation of PANs for specific inmates while not affecting other inmates.

6.5. ITS Monitoring and Recording Requirements

- 6.5.1. The ITS shall be capable of monitoring and recording all inmate and visitation calls from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege. The ITS shall be able to exclude restricted or privileged calls and visitation sessions and clearly designate non-recorded calls/visitation session within the ITS user application.
- 6.5.2. The ITS shall have a configurable permissions module to allow County administrative staff to grant permissions to specific users based on the user's role and responsibilities.
- 6.5.3. The ITS shall allow designated users to play back a recorded call/visitation session or a call in progress (e.g. live monitoring) via the ITS user application.
- 6.5.4. The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
- 6.5.5. The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
- 6.5.6. Live monitoring shall allow County to view, at a minimum, the following information in chronological order. Vendor shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused while listening.
 - 6.5.6.1. Call Start Time;
 - 6.5.6.2. Facility;
 - 6.5.6.3. Phone Location Name;
 - 6.5.6.4. Inmate Name;
 - 6.5.6.5. Inmate PIN;
 - 6.5.6.6. Called Number;
 - 6.5.6.7. Called City, State;
 - 6.5.6.8. Call Type;
 - 6.5.6.9. Bill Type;
 - 6.5.6.10. Call Status; and
 - 6.5.6.11. Duration.
- 6.5.7. All CDRs, including all attempted and completed calls, shall be stored online for the life of the Agreement and stored offline for a minimum period of 7 years following the expiration of the Agreement.
 - 6.5.7.1. Vendor shall incur a fine in the amount of \$500.00 per each instance wherein Vendor is unable to produce CDRs throughout the term of the Agreement and for a minimum of 7 years following the expiration of the Agreement. County agrees to notify Vendor of such instances and provide up to 7 days per instance for Vendor to produce the CDRs. Vendor shall be notified of the total amount due via written notice from County. County will invoice Vendor and payment shall be due within 30 days of Vendor's receipt of invoice.
 - 6.5.7.2. Vendor's proposed offline storage process shall be implemented in addition to the CDR transition process outlined in [Section 5.16 – Transition](#).

- 6.5.8. All call recordings and visitation sessions shall be stored online for the life of the Agreement and offline for a period of 2 years following the expiration or termination of the Agreement and any Addenda and/or Amendments.
- 6.5.8.1. Vendor shall provide a detailed description of its proposed method for storing call recordings/visitation sessions, to include information on Vendor's data redundancy practices.
- 6.5.8.2. Vendor shall provide detailed information on how the ITS maintains the security, integrity, and reliability of the stored call recordings/visitation sessions to prevent sound distortion, deletion, alteration, or manipulation of the recordings.
- 6.5.8.3. Vendor shall incur a fine in the amount of \$500.00 per each instance wherein Vendor is unable to produce one or more call recording(s) and/or visitation session(s) during the 2 years following the expiration of the Agreement or termination of the Agreement and any Addenda and/or Amendments. County agrees to notify Vendor of such instances and provide up to 7 days per instance for Vendor to produce the call recording(s) and/or visitation session(s). Vendor shall be notified of the total amount due via written notice from County. County will invoice Vendor and payment shall be due within 30 days of Vendor's receipt of invoice.
- 6.5.8.4. Vendor shall provide detailed information of its offline storage process. Vendor's proposed offline storage process shall be implemented in addition to the call recording and visitation session process outlined in [Section 5.16 – Transition](#).
- 6.5.9. Vendor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to County throughout the life of the Agreement and any renewal terms.
- 6.5.10. Vendor shall incur a fine in the amount of \$1,000.00 per each instance wherein County suffers one or more lost, unrecoverable or un-useable recording(s). County agrees to notify Vendor of such instances and provide up to 7 days per instance for Vendor to produce the call recordings. Vendor shall be notified of the total amount due via written notice from County. County will invoice Vendor and payment shall be due within 30 days of Vendor's receipt of invoice.
- 6.5.11. The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call or visitation session to a specified destination. Vendor shall include detailed information on the ITS alert application and it shall include, at a minimum, the types of alerts available (cell phone, SMS text, email, etc.), and whether a security PIN for accessing the live call/visitation session is required.
- 6.5.12. The ITS user application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording. Vendor shall provide a detailed description of the process for copying/exporting recordings.
- 6.5.13. The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
- 6.5.13.1. Provide a listing of any other file types allowed by the ITS.
- 6.5.13.2. Indicate whether the copying/burning process is built into the ITS user application or whether the ITS uses an external application/software.
- 6.5.13.3. If Vendor proposes a centralized ITS solution, provide information on its capability to accommodate onsite storage of call recordings.

6.6. Pre-Paid / Debit Application

- 6.6.1. Vendor shall describe all of the types of payment options, beyond collect call billing, that are available to end-users and/or inmates. (e.g., pre-paid collect, debit, etc.)
- 6.6.1.1. Provide a detailed description of all payment/deposit methods available to end-users (e.g. Visa, Master Card credit/debit card, money order, third party payment locations, kiosks, etc.).
- 6.6.1.2. Vendor shall specify the amount of the fees (including those from third parties) associated with the payment options (e.g. transaction disclose fee, refund fee, etc.) and the frequency for applying each fee (e.g. per call, etc.) in Option #2 of [Appendix B – Rates and Revenue Share](#).

- 6.6.1.2.1. Vendor shall describe its process for applying a fee amount in the event the end-user is receiving calls from multiple facilities in addition to calls from County's Facility.
- 6.6.2. The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or an inmate's account. Vendor shall describe all pre-payment processes.
- 6.6.3. The pre-paid and/or debit application shall work with the ITS.
- 6.6.4. The ITS shall provide the inmate with the balance of the debit account at the time of the call.
- 6.6.5. The ITS shall provide the end-user with the balance of their pre-paid account at the time of the call.
- 6.6.6. The pre-paid and/or debit application shall allow international calls.
- 6.6.7. The ITS shall be capable of interfacing with the current commissary or JMS provider for ease of transferring money from the inmate's trust fund/commissary account to the ITS debit account as well as refunding any unused funds to the trust fund account upon the inmate's release. The commissary services are provided by Oasis. The Commissary contact name is Bob McCurdy and his contact number is (814)944-7522. The JMS provider is DSI/ITI. The JMS contact is Tom Gibney and his contact number is (814)515-1760. Vendor shall state in its response whether it has an established business arrangement and interface with DSI/ITI. It is Vendor's responsibility to initiate and establish a business relationship and necessary interfaces with Oasis and DSI/ITI. County shall not be responsible for paying any amounts associated with the required interface.
- 6.6.8. The debit application shall have the capability to terminate a debit account and issue a real-time refund of any unused debit funds from the ITS account to the inmate's trust fund/commissary account, at no additional cost, and at the time the inmate is released/transferred from the Facility.
 - 6.6.8.1. Vendor shall describe its process for accommodating real-time refunds associated with debit accounts.
- 6.6.9. Vendor shall refund any unused pre-paid funds upon end-user request and/or in the event the pre-paid account becomes inactive and/or dormant/expires.
- 6.6.10. Vendor shall specify the timeframe for a pre-paid account to become dormant/expire. If applicable, Vendor shall state whether the timeframe is configurable.
 - 6.6.10.1. County requires Vendor to issue refunds to end-users or inmates for any pre-paid funds remaining in any pre-paid account upon the end-user's or inmate's request whether the account is active or inactive. Should an account be deactivated by Vendor and the end-user requests to re-activate the account and receive calls from the Facility, the funds shall be made available to the end-user by Vendor. No fees shall be charged to the end-user or inmate for refunds or reactivation of funds associated with a pre-paid account.
- 6.6.11. If the end-user's or inmate's pre-paid account balance is sufficient to cover a 1-minute call from the Facility (based on the telephone number dialed), Vendor shall allow the completion of the call.
- 6.6.12. Vendor shall describe in detail what happens when an inmate attempts a call to a pre-paid account or from a debit account that has insufficient funds.
- 6.6.13. Vendor shall supply, at County's request, signage, brochures, flyers regarding the ITS and/or Vendor's pre-paid and debit programs at no cost to County.

6.7. ITS Validation and Billing

- 6.7.1. In addition to the other specified bill types in the RFP, County requires Vendor to provide collect calling as a bill type. Describe Vendor's real-time validation process in detail.
 - 6.7.1.1. Provide a diagram demonstrating the collect calling process.
- 6.7.2. Specify the process for unblocking a phone number that is restricted for non-payment or exceeding a daily/weekly/monthly collect calling limit ("Collect Call Threshold").
 - 6.7.2.1. Include the timeframe for removing a restriction once payment is received by the LEC.
- 6.7.3. County prefers the Collect Call Threshold be a monthly minimum of \$75.00 per unique telephone number. Vendor shall provide an explanation should it propose an alternative Collect Call Threshold process.

- 6.7.4. Specify how collect calls are billed and the name and phone number of the billing company; indicate the number of billing arrangements between Vendor and various LECs.
- 6.7.5. Specify how taxes and required fees are applied to the total cost of a collect call in preparation for billing.
- 6.7.6. Describe the process for collecting, rating, sorting, distributing and billing of collect calls.
- 6.7.7. Describe any and all additional fees (including those from third parties) which are charged to the end-user's telephone bill (e.g. monthly billing fee, carrier administrative fee, cost recovery fee, etc.).
 - 6.7.7.1. Vendor shall provide the amount specific to each fee in Option #2 of [Appendix B – Rates and Revenue Share](#).
 - 6.7.7.2. Vendor shall describe its process for applying a fee amount in the event the end-user is receiving calls from multiple facilities in addition to calls from County's Facility.
- 6.7.8. Vendor must specify its process for maximizing call completion especially for calls that would otherwise be blocked because of Competitive Local Exchange Carriers ("CLEC"), cell phones and other unbillable issues.
 - 6.7.8.1. Vendor shall also identify the average percentage of calls that fail validation because of CLEC, cell phones and unbillable issues.
 - 6.7.8.2. Provide a detailed description of all payment/deposit methods and the process for applying payments for the purpose of call completion.
 - 6.7.8.3. Describe the process by which end-users can make pre-payments for a specific phone number or an inmate account.
 - 6.7.8.4. Indicate the timeframe it takes for funds to post and become available for use by the inmate or end-user.
 - 6.7.8.5. Provide a diagram demonstrating each additional calling option.
- 6.7.9. Describe Vendor's direct billing option including a list of entities that qualify for direct billing.

7. VVS FEATURES AND FUNCTIONALITIES

7.1. VVS General Requirements

- 7.1.1. Vendor shall describe, in non-technical terms, its technology solution for video visitation. Vendor should identify unique or distinctive features of its products and services.
 - 7.1.1.1. Include a description, as well as visual aids, of the inmate video visitation stations and portable video visitation solutions, including system hardware, and software proposed for installation at the Facility.
 - 7.1.1.2. Provide a diagram demonstrating Vendor's proposed VVS.
 - 7.1.1.3. Vendor shall indicate if the VVS has a public scheduling module and/or touch screen kiosks specifically designed for remote video visitation stations.
- 7.1.2. The VVS shall not replace standard contact and non-contact visitation at the Facility.
- 7.1.3. Vendor's response shall be based upon the installation of the number of inmate (wall mounted and portable video visitation stations listed in [Appendix A – Facility Specifications](#); County does not currently require any onsite public video visitation stations, but reserves the right to add onsite public video visitation stations at any time during the term of the Agreement or its renewal terms and at no cost to County.
 - 7.1.3.1. Vendor may include alternative recommendations for the number of video visitation stations in its response.
 - 7.1.3.2. County reserves the right to reject any and all Vendor alternative recommendations for the number of video visitation stations and require the specified number(s) identified in [Appendix A – Facility Specifications](#).
 - 7.1.3.3. Vendor shall provide details of alternatives to wall-mounted video visitation stations (i.e. tablets, mobile devices, etc.) that may be of interest to County.
- 7.1.4. Vendor shall provide portable/mobile video visitation stations for use in the segregated units.
- 7.1.5. Vendor is responsible for all power requirements, if any, needed for the VVS. Vendor shall be responsible for all costs associated with any additional wiring needed by County to ensure the power requirements are met for the VVS.
 - 7.1.5.1. Vendor shall indicate if the proposed video visitation stations can be powered through data connection via Vendor's network.
 - 7.1.5.2. Vendor shall indicate if the proposed video visitation stations can be battery-powered.
- 7.1.6. Vendor shall indicate if the proposed video visitation stations can accommodate an inmate telephone application as well as other applications and features (i.e. electronic messaging, commissary ordering, sick call, etc.) approved by County.
- 7.1.7. The VVS must consist of hardware and software designed to enable County to initiate, control, record, retrieve and monitor video visitation sessions.
- 7.1.8. The proposed VVS shall provide all operational features and system requirements applicable to all video visitation sessions placed through the VVS, including inmate to general public, inmate to court, and inmate to attorney sessions.
- 7.1.9. County is interested in offering remote video visitation sessions to the general public; onsite visits will not be completed through the VVS. All video visitation sessions shall be in accordance with the rules and regulations set forth by County.
- 7.1.10. Vendor shall offer a revenue share on the VVS Gross Revenue, as defined herein, to County for remote video visitation sessions in Option #2 of [Appendix B – Rates and Revenue Share](#).
 - 7.1.10.1. Vendor shall specify all applicable Rates, charges and fees proposed in Option #2 of [Appendix B – Rates and Revenue Share](#).
 - 7.1.10.2. Remote attorney video visitation sessions may be charged to the attorney as specified in [Section 7.5 – VVS Billing](#).
- 7.1.11. Indicate whether the proposed VVS is capable of supporting Video Relay Service (VRS) and/or caption/transcription software video visitation sessions. If available, Vendor shall provide detailed information on its solution.

7.2. VVS Registration and Scheduling

- 7.2.1. The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, make payment for, conduct, and/or cancel video visitation sessions using a standard internet browser and internet connection. The scheduling application shall prevent scheduling conflicts.
 - 7.2.1.1. Vendor shall describe in detail all methods available by which visitors can register and schedule video visitation sessions. Indicate whether the scheduling process is available in Spanish.
 - 7.2.1.2. Vendor shall provide a detailed explanation of how its proposed VVS prevents scheduling conflicts.
 - 7.2.1.3. Vendor shall specify if the VVS has the capability to allow for smart phone and/or mobile application scheduling. If the VVS currently does not have this capability, Vendor shall provide information on its research and development progress.
- 7.2.2. The VVS shall have the capability to capture, store and query information regarding the visitor/general public.
 - 7.2.2.1. At a minimum, the VVS shall have the capability to capture, store and query the below listed information. Vendor shall specify any additional fields which are mandatory for visitor registration.
 - 7.2.2.1.1. State/Government issued ID;
 - 7.2.2.1.2. Name;
 - 7.2.2.1.3. Date of birth;
 - 7.2.2.1.4. Social security number;
 - 7.2.2.1.5. Gender;
 - 7.2.2.1.6. Ethnicity;
 - 7.2.2.1.7. Inmate visited;
 - 7.2.2.1.8. Relationship to inmate;
 - 7.2.2.1.9. Address (physical address); and
 - 7.2.2.1.10. Telephone number.
 - 7.2.2.2. The VVS shall allow authorized users at the Facility to approve visitors before video visitation sessions can be scheduled; the VVS shall have the capability to only allow the scheduling of sessions for approved visitors. Vendor shall provide a detailed description of the visitor approval process.
 - 7.2.2.3. Vendor shall specify if the VVS has the capability to allow County to establish and manage approved visitor lists for the Facility, by select housing units, and/or by inmate.
- 7.2.3. The VVS shall be capable of capturing pictures of visitors and/or their IDs and storing them within the VVS application for verification of the visitor's identity to complete the registration process and to schedule a video visitation session.
 - 7.2.3.1. Vendor shall list any additional methods of screening visitors and security features available during the registration process.
- 7.2.4. The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with County's visitation policies as part of the registration process and with each scheduled visitation session.
- 7.2.5. The VVS shall allow visitors to login using a unique visitor ID or an email address and password.
- 7.2.6. The VVS shall have the capability to provide individual profile pages for each inmate and visitor allowing County to:
 - 7.2.6.1. Review and edit visitor/inmate general information;
 - 7.2.6.2. Review visitation history;
 - 7.2.6.3. View and download visitation detail records and recordings;
 - 7.2.6.4. Review warrant check results;
 - 7.2.6.5. Create, edit, and remove restrictions;
 - 7.2.6.6. Create, edit, and remove events; and
 - 7.2.6.7. Create, edit, and remove approved visitors/inmate.
- 7.2.7. Vendor shall specify if the VVS has the capability to set the age requirements for visitors during the registration and scheduling process.
- 7.2.8. The VVS shall allow County to designate a visitor as being an attorney or other professional type of visitor.

- 7.2.9. The VVS shall have the capability to allow County to manually schedule sessions for a particular inmate, station, and date and time, on behalf of visitor(s), for remote video visitation sessions.
 - 7.2.9.1. Specify whether County can create an unscheduled visit/station connection where the inmate and visitor information is not required.
- 7.2.10. The VVS shall have the capability to suspend visitations with customizable durations for an individual station, station group, and/or housing unit.
- 7.2.11. The VVS shall allow County to create the following restrictions; Vendor shall specify if the VVS has the capability to automatically remove the restriction at the end of a customized duration:
 - 7.2.11.1. Restrict a visitor from visiting certain inmate(s);
 - 7.2.11.2. Restrict an inmate from visiting certain visitor(s);
 - 7.2.11.3. Restrict a visitor from visiting ALL inmates;
 - 7.2.11.4. Restrict an inmate from visiting ALL visitors; and
 - 7.2.11.5. Restrict an inmate from having remote video visitation sessions (on-site sessions only).
- 7.2.12. The VVS shall be configurable to set different scheduling rules for Facility staff scheduling video visitations sessions vs. visitors scheduling remote video visitation sessions.
- 7.2.13. The VVS shall have the capability to display upcoming daily video visitation session information on one or multiple inmate station screens (i.e. inmate name, time of visit, etc.). Vendor shall specify whether County can configure additional information for display on the video visitation stations.
 - 7.2.13.1. Vendor shall specify if the VVS has an optional inmate scheduling capability for inmates to schedule sessions and review schedules from inmate video visitation stations and/or in-pod kiosks.
- 7.2.14. The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an inmate if the inmate gets released.
 - 7.2.14.1. Vendor shall specify if the VVS has the capability to automatically attempt to reschedule all sessions associated with an inmate if the inmate has changed housing units.
- 7.2.15. The VVS shall be capable of sending visitors an email notification confirming the scheduled or canceled video visitation sessions. Vendor shall indicate if the VVS is capable of sending an automated phone message to visitors if a session is cancelled.
- 7.2.16. Vendor's VVS shall test the bandwidth connection for all remote video visitation visitors prior to the initiation of a scheduled video visitation session. List any specific requirements for visitors to use the VVS to accommodate remote video visitation sessions including, but not limited to bandwidth minimums, equipment, hardware, software, and supported browsers.

7.3. VVS Monitoring and Recording Requirements

- 7.3.1. The VVS must be capable of permitting full monitoring and recording of all video visitation sessions from any video visitation station within the Facility unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions. The VVS must have the capability to exclude those sessions.
- 7.3.2. The VVS must comprehensively record all audio and video visitation sessions. At a minimum, it shall have the capability to play back a recorded session.
- 7.3.3. The VVS shall have the capability to allow authorized users to view session recordings and download a recorded session from within the VVS application.
- 7.3.4. Vendor shall specify the compression rate used for the video quality as well as the average file size of a stored video visitation session based on an average session of 30 minutes.
- 7.3.5. All video visitation session recordings shall be stored online for 90 days. All video visitation reports and data should be stored online for the life of the Agreement and offline for a period of 2 years following the expiration or termination of the Agreement and any Addenda and/or Amendments.

- 7.3.5.1. Vendor shall provide a detailed description of its proposed method for storing video visitation sessions, to include information on Vendor's data redundancy practices.
- 7.3.5.2. Vendor shall provide detailed information on how the VVS maintains the security, integrity, and reliability of the stored video visitation sessions to prevent sound distortion, deletion, alteration, or manipulation of the recorded sessions.
- 7.3.5.3. Vendor shall provide detailed information of its offline storage process. Vendor's proposed offline storage process shall be implemented in addition to the VVS session process outlined in [Section 5.16 Transition](#).
- 7.3.6. The VVS user application shall copy/export video visitation sessions with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the video visitation session. Vendor shall provide a detailed description of the process for copying/exporting video visitation sessions.
- 7.3.7. The VVS shall be capable of emailing and copying video visitation sessions onto a DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
 - 7.3.7.1. Provide a listing of any other file types allowed by the VVS.
 - 7.3.7.2. Indicate whether the copying/burning process is built into the VVS user application or whether the VVS uses an external application/software.
- 7.3.8. Vendor shall specify if the VVS has the capability to allow authorized Facility users to interrupt the video visitation sessions and communicate directly with the inmate and/or the visitor. Vendor shall indicate if the Facility user communication is displayed on the inmate and visitor's stations and/or included in the recording of the video visitation session.
- 7.3.9. Vendor shall specify if the VVS has an audit trail and the capability to track users who has viewed and/or downloaded the recording files(s).

7.4. VVS Interface and User Application Specifications

- 7.4.1. Vendor shall be required to interface between the VVS and the Facility's JMS at no cost to County, so that inmate information will be automatically transferred, activated, and deactivated in the VVS based on the inmate's custody status. County anticipates the JMS provider will be DSI/ITI. The JMS contact is Tom Gibney and his contact number is (814)515-1760. It is the Vendor's responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Vendor will be able to meet the VVS interface requirements identified herein. Vendor shall state in its response whether it has established business arrangements and interfaces with DSI/ITI. County shall not be responsible for paying any amount associated with the required interface(s). County prefers the VVS account for classification issues (i.e. different inmate affiliations, housing units, etc.) to limit possible conflicts within the Facility.
 - 7.4.1.1. The following requirements will apply relative to the interface:
 - 7.4.1.1.1. A real-time or near real-time interface with data transfers at a mutually agreed upon frequency. At a minimum, the required data to be transferred is as follows:
 - 7.4.1.1.1.1. Facility;
 - 7.4.1.1.1.2. Permanent Inmate ID;
 - 7.4.1.1.1.3. Inmate Booking Number;
 - 7.4.1.1.1.4. Inmate PIN;
 - 7.4.1.1.1.5. Inmate First and Last Name;
 - 7.4.1.1.1.6. Inmate Housing Location;
 - 7.4.1.1.1.7. Inmate Custody Status (i.e. active/inactive, etc.);
 - 7.4.1.1.1.8. Approved Visitor List (if applicable).
 - 7.4.1.1.2. In addition, the VVS shall have the capability to accept data via the JMS interface specific to classification including, but not limited to:
 - 7.4.1.1.2.1. Custody Level;

- 7.4.1.1.2.2. Inmate Classification;
- 7.4.1.1.2.3. Housing Unit Restriction; and
- 7.4.1.1.2.4. Visitation Restriction.

- 7.4.2. The VVS shall be capable of taking an individual station out of service without affecting other stations. The VVS must be able to shut down the VVS quickly and selectively. County must be able to shut down the VVS via a workstation, the VVS user application for all video visitation stations, select video visitation stations or individual video visitation stations.
- 7.4.3. The VVS shall be capable of limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits per inmate per week or month.
 - 7.4.3.1. The duration of the video visitation sessions is specified in [Appendix A – Facility Specifications](#); sessions must have a prompt at the beginning which notes the session is recorded.
 - 7.4.3.2. Video visitation stations shall be available for use during the times of day detailed in [Appendix A – Facility Specifications](#).
- 7.4.4. The VVS shall include an alert system that will detect visits made by a particular inmate or visitor. Vendor shall include detailed information on the type of alerts available.
 - 7.4.4.1. Vendor shall specify if the VVS has the capability to allow County to set up automated email notification of sessions to notify staff and investigators of sessions for a particular inmate or visitor.
- 7.4.5. The VVS must be capable of showing real time activity on the required TVs which shall be located in master control room(s) at the Facility.
- 7.4.6. The VVS user application shall be capable of performing the following activities, without limitation:
 - 7.4.6.1. Create user accounts;
 - 7.4.6.2. Set user passwords;
 - 7.4.6.3. Set classification roles and associated tasks;
 - 7.4.6.4. Capture the user’s first, middle and last name;
 - 7.4.6.5. Manually terminate sessions;
 - 7.4.6.6. Display status of all video visitation stations (whether idle or offline);
 - 7.4.6.7. Assign the inmate to a particular type of video visitation station;
 - 7.4.6.8. Allow for live monitoring of sessions simultaneously (excluding attorney visits).
 - 7.4.6.8.1. Vendor shall specify the number of video visitation sessions available for live monitoring simultaneously.
- 7.4.7. Vendor must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow County the same features and functionalities, permitted by the user’s level of access, available on the control workstation.
- 7.4.8. The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
 - 7.4.8.1. Inmate ID number;
 - 7.4.8.2. Inmate name;
 - 7.4.8.3. Visitor name;
 - 7.4.8.4. Date and time of video visitation session;
 - 7.4.8.5. Inmate video visitation station; and
 - 7.4.8.6. Daily, weekly and monthly session statistics.
- 7.4.9. The VVS shall automatically start each video visitation session at the designated start time. The VVS shall have the capability to allow County to determine if a session is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the session will count against the inmate’s visitation quota.
- 7.4.10. Vendor shall specify if the VVS has the capability to:
 - 7.4.10.1. Allow County to check in remote video visitors via a video chat between County and the visitor.
 - 7.4.10.2. Automatically attempt to reconnect stations if connectivity is lost.

- 7.4.11. Vendor shall specify if the VVS can allow County to perform the following tasks:
 - 7.4.11.1. Stop, pause, terminate and/or restart any running session;
 - 7.4.11.2. Enter comments or add notes to a running or recorded session;
 - 7.4.11.3. Reassign stations during any running session;
 - 7.4.11.4. Extend visitation duration during any running session; and
 - 7.4.11.5. Customize the number of sessions per screen and the page rotation duration.
- 7.4.12. Vendor shall specify if the VVS can display the following on the inmate stations:
 - 7.4.12.1. Onscreen countdown clock timer.
 - 7.4.12.2. “Picture-in-picture” viewing.
- 7.4.13. Vendor must indicate any environmental conditions required for the proposed controlling equipment.

7.5. VVS Billing

- 7.5.1. Vendor shall indicate all the methods by which the general public can fund remote video visitation sessions (e.g. Visa, Master Card credit/debit card, money order and etc.).
 - 7.5.1.1. Describe all taxes, fees, and charges to inmates and end-users for video visitation services in Option #2 of [Appendix B – Rates and Revenue Share](#).
- 7.5.2. Vendor shall specify when the end-user is charged for a session (i.e. upon scheduling the session, start of the session, or termination of the session).
 - 7.5.2.1. In the event the VVS allows for inmate-based scheduling, indicate how billing is accomplished.
- 7.5.3. Specify the timeframe for a pre-paid video visitation account to become dormant/expire, if applicable. Vendor shall state whether the timeframe is configurable.
 - 7.5.3.1. County requires Vendor to issue refunds to end-users for any pre-paid funds remaining in any pre-paid account used for video visitation sessions upon the end-user’s request whether the account is active or inactive. Should an account be deactivated by Vendor and the end-user requests to re-activate the account and complete video visitation sessions with inmates at the Facility, the funds shall be made available to the end-user by Vendor. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid video visitation account.
- 7.5.4. Vendor shall specify if the VVS has the capability to:
 - 7.5.4.1. Differentiate between professional visitors (i.e. public defenders vs. attorneys);
 - 7.5.4.2. Allow for free visits for a particular visitor (i.e. public defenders);
 - 7.5.4.3. Allow visitation charges to be charged per minute or per session;
 - 7.5.4.4. Dynamically display the cancellation and refund policy while the visitor is scheduling and canceling sessions;
 - 7.5.4.5. Automatically refund a visitor for a charged session that has been cancelled as a result of:
 - 7.5.4.5.1. Inmate release;
 - 7.5.4.5.2. Inmate transfer;
 - 7.5.4.5.3. County imposed restriction or other event (lockdown);
 - 7.5.4.5.4. Station unavailability.
- 7.5.5. Vendor shall specify if the VVS has the capability to allow authorized County staff to override or refund visitation charges.
- 7.5.6. Vendor shall refund all visitation charges if visitation session(s) are dropped due to Vendor network issues.
- 7.5.7. Vendor shall specify if the VVS has the capability to:
 - 7.5.7.1. Show a successful video visitation session has occurred; and
 - 7.5.7.2. Differentiate between a complete and incomplete video visitation session.
- 7.5.8. Vendor shall provide an option for an itemized receipt for all transactions and charges for all remote video visitation.

8. Additional Technology

- 8.1.1. As part of initial installations, Vendor shall provide County with 2 lobby and 1 booking kiosk at no cost to County. Upon implementation of the lobby kiosks, Vendor's proposed services shall include, but not be limited to: deposits into an end-user's pre-paid account and/or an inmate's trust, commissary, and/or debit account from the lobby kiosk using cash or credit/debit card. Upon implementation of the booking kiosk, Vendor's proposed services shall include, but not be limited to: deposits into an inmate's trust account from the booking kiosk using cash, coins, or credit/debit card. Vendor shall provide an overview of this technology to include:
- 8.1.1.1. Detailed information on the functionalities of the booking and lobby kiosks as well as a complete description of the features and applications proposed.
 - 8.1.1.2. Any required integration. County will not be responsible for any cost associated with an interface if one is required to implement any of the technologies proposed on the booking and lobby kiosks.
 - 8.1.1.3. Vendor must provide 2 references of Facilities where booking and lobby kiosks have been implemented for at least 6 months.
 - 8.1.1.4. Vendor must agree to charge the funding fee for deposits to lobby and booking kiosks as detailed in Option #1 of [Appendix B – Rates and Revenue Share](#). Vendor may propose an alternative funding fee structure for lobby and booking kiosks in Option #2 of [Appendix B – Rates and Revenue Share](#).
- 8.1.2. As part of initial installations, Vendor shall implement debit release cards for use by inmates at no cost to County. Vendor shall fully transfer unused balances of inmate trust accounts in full upon release of the inmates from the Facility, at no cost to the inmate, via debit release cards. Vendor shall provide an overview of this technology to include:
- 8.1.2.1. An explanation of how funds are applied to the debit release card.
 - 8.1.2.2. Detailed information on the features of the debit release cards proposed, including the method of use by the inmate following release.
 - 8.1.2.3. Any required integration. County will not be responsible for any cost associated with an interface if one is required to implement the debit release cards.
 - 8.1.2.4. Vendor must provide 2 references of Facilities where debit release cards have been implemented for at least 6 months.
 - 8.1.2.5. Specify the amounts of any and all card holder/inmate fees/charges associated with the debit release cards in [Appendix B – Rates and Revenue Share](#). All card holder/inmate fees/charges associated with the debit release cards must be approved by County prior to implementation and are subject to the penalties defined in [Section 5.5 ITS Revenue Share, Payment and Reporting](#) of this RFP and subsequent Agreement if not approved by County in advance.
- 8.1.3. County is interested in an automated inmate information technology system solution for County to provide automatic access of inmate information via phone. Vendor must provide an overview of the automated inmate information system solution specifying how the technology provides general information, via an automated service, pertaining to an inmate's status within the Facility and indicating whether the technology utilizes voice recognition.
- 8.1.3.1. Vendor shall include details on whether the technology is accessible by both the inmate and friends/family members as well as specifics regarding the information that can be provided through the technology (e.g. court date, bail bond amount, release dates and etc.) as specified by County.
 - 8.1.3.2. The application shall have the capability to interface with County's JMS.
 - 8.1.3.3. Vendor must provide 2 references of Facilities where this technology has been implemented for at least 6 months.
 - 8.1.3.4. Specify any fees or charges associated with this technology in [Appendix B – Rates and Revenue Share](#). County will not be responsible for any cost associated with an interface if one is required to implement the automated information technology.

- 8.1.4. County is interested in implementing commissary ordering via the ITS at no cost to County. Vendor must provide an overview of this technology which shall include details on the process for selecting and ordering commissary items.
 - 8.1.4.1. Vendor must provide 2 references of Facilities where this technology has been implemented for at least 6 months.
 - 8.1.4.2. Specify any fees or charges associated with this technology in [Appendix B – Rates and Revenue Share](#). County will not be responsible for any cost associated with an interface if one is required to implement commissary ordering.
- 8.1.5. County is interested in voice biometric technology. Vendor must provide an overview of the technology, detail the enrollment process and indicate whether the technology performs an initial verification and/or continuous verification of the inmate’s voice. This feature must be an integrated part of the ITS and must include analytical tools and reporting. County will not be a “beta test site” for unproven technology.
 - 8.1.5.1. Vendor must provide 2 references of Facilities where this technology has been implemented for at least 6 months.
 - 8.1.5.2. Specify any fees or charges associated with this technology in [Appendix B – Rates and Revenue Share](#).
- 8.1.6. County is interested in implementing voice-to-text technology. Vendor must provide an overview of the technology specifying whether the technology is capable of converting recordings to text.
 - 8.1.6.1. Vendor must provide 2 references of Facilities where this technology has been implemented for at least 6 months.
 - 8.1.6.2. Specify any fees or charges associated with this technology in [Appendix B – Rates and Revenue Share](#).
- 8.1.7. County is interested in implementing inbound, automated voicemail messaging via the ITS. Vendor shall provide an overview of this technology which shall specify:
 - 8.1.7.1. Whether the voicemail service can accommodate outbound voicemail messages.
 - 8.1.7.2. Confirm the ITS is capable of recording and storing all messages.
 - 8.1.7.3. Any required integration. County will not be responsible for any cost associated with an interface if one is required to implement voicemail messaging.
 - 8.1.7.4. Vendor must provide 2 references of Facilities where this technology has been implemented for at least 6 months.
 - 8.1.7.5. Specify the charge per voicemail and the revenue share to County in [Appendix B – Rates and Revenue Share](#).
- 8.1.8. Provide information on any additional technology or optional features that may be of interest to County (e.g. Cell Phone Detection, Word Recognition, Jail Management System, Administrative Phone System, etc.). Provide detailed information on the functionalities of each as well as a complete description of the features and applications proposed.
 - 8.1.8.1. Detail any cost associated and/or revenue-share with the additional technology or optional features offered/proposed in [Appendix B – Rates and Revenue Share](#).

9. APPENDIX A – FACILITY SPECIFICATIONS

Lackawanna County Prison

1371 N Washington Ave.

Scranton, PA 18509

Lackawanna County Prison is a multi-unit facility housing both male and female pre-trial detainees and sentenced inmates up to one day and less than five years. The Facility houses maximum, medium and minimum security inmates as well as work release inmates.

FACILITY SPECIFICATIONS	
ADP:	934
Number of Beds:	1,200
Hours of Availability of Inmate Telephones:	8:00 AM to 10:00 PM
Call Time Limit:	20 minutes
Inmate Telephones Required:	70
Required Inmate Telephone Handset Cord Length:	18"
Portable/Cart Phones Required:	4
Required Portable/Cart Phone Handset Cord Length:	24"
Required Portable/Cart Phone Extension Cord Length:	50'
TDD Units and Associated Printers Required:	6
ITS Workstations Required:	4
Visitation Sets Required:	27 (13-14 booths)
Required Visitation Telephone Handset Cord Length (Inmate):	18"
Required Visitation Telephone Handset Cord Length (Visitor):	24"
Hours of Availability for Video Visitation:	TBD
Video Visitation Session Time Limit:	30 minutes
Inmate Video Visitation Stations Required:	30
Required Video Visitation Station Handset Cord Length (Inmate):	18"
VVS Workstations Required:	2
Televisions for VVS Monitoring Required:	2

**AVERAGE MONTHLY STATISTICS – PRE CALLING RATE REDUCTION
BASED ON 12 MONTHS OF DATA
(December 2014 – November 2015)**

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT	
	Calls	Minutes	Calls	Minutes	Calls	Minutes
Local	5	22	1,560	28,217	4,251	71,000
Intralata/Intrastate	31	287	969	14,634	1,966	29,767
Interlata/Intrastate	4	28	151	2,242	289	3,954
Interlata/Interstate	6	66	1,226	21,081	2,064	32,224
International	0	0	0	0	33	589
Total	46	403	3,906	66,174	8,603	137,534

**AVERAGE MONTHLY STATISTICS – POST CALLING RATE REDUCTION
BASED ON 3 MONTHS OF DATA
(December 2015 – February 2016)**

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT	
	Calls	Minutes	Calls	Minutes	Calls	Minutes
Local	128	1,379	3,559	47,095	9,418	97,017
Intralata/Intrastate	82	968	2,274	29,930	4,171	43,706
Interlata/Intrastate	7	51	991	12,380	1,875	18,336
Interlata/Interstate	8	64	2,014	26,803	4,001	41,792
International	0	0	0	0	47	399
Total	225	2,462	8,838	116,208	19,512	201,250

CURRENT CALLING RATES – FOR INFORMATIONAL PURPOSES ONLY

CURRENT CALLING RATES

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT	
	Surcharge	Per Minute	Surcharge	Per Minute	Surcharge	Per Minute
Local	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
Intralata/Intrastate	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
Interlata/Intrastate	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
Interlata/Interstate	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
International	\$0.00	\$1.00	\$0.00	\$1.00	\$0.00	\$1.00

10. APPENDIX B –RATES AND REVENUE SHARE

Vendor shall provide a proposal for County based on the required Rates and approved fees listed below as **Option #1**. Vendor may provide an additional proposal for County based on alternative, Rates and fees as **Option #2**. County requires International calling rates for pre-paid and/or debit calls. Vendor must also disclose the amount of the Pre-Paid Account Fee (as defined in [Section 5.6 – Revenue Share, Payment and Reporting, Item 5.6.6.1](#)) imposed on end-users by any third party provider(s) with whom Vendor contracts to fund pre-paid collect accounts; no mark-up of such third party fees will be allowed.

In **Option #2**, Vendor must detail all charges and fees that will be assessed for all collect, pre-paid and debit inmate telephone calls including set up fees, funding fees and refund fees associated with pre-paid accounts. Vendor shall also detail all charges and fees that will be assessed for all video visitation sessions including scheduling fees, surcharges, per minute fees, per session fees and any additional fees and/or added to the total cost of a video visitation session. Vendor must clearly indicate if charges are assessed based on a per-minute or per-session amount.

Vendor may attach additional tables if Vendor chooses to provide more than 2 proposals past those supplied below. Failure to complete **Appendix B** may cause Vendor's proposal to be rejected.

OPTION #1A –COUNTY–REQUIRED RATES AND FEES

ITS CALLING RATES			
CALL TYPE	COLLECT	PRE-PAID COLLECT/DEBIT	PROPOSED ITS REVENUE SHARE RATE (%)
	Per Minute Rate	Per Minute Rate	
Local	\$0.25	\$0.21	
Intralata/Intrastate	\$0.25	\$0.21	
Interlata/Intrastate	\$0.25	\$0.21	
Intralata/Interstate	\$0.25	\$0.21	
Interlata/Interstate	\$0.25	\$0.21	
Domestic International (US Territories Only)	\$0.25	\$0.21	
Domestic International (Excluding US Territories)	\$0.25	\$0.21	
International (Canada & All Other Countries)	n/a	\$0.75	

ITS CHARGES/FEES	
Approved Charge/Fee Name	Amount
Pre-Paid Account Fee as defined in Section 5.5 – ITS Revenue Share, Payment and Reporting, Item 5.5.6.1 (Credit/Debit Card via IVR and Web):	\$3.00
Pre-Paid Account Fee as defined in Section 5.5 – ITS Revenue Share, Payment and Reporting, Item 5.5.6.1 (Credit/Debit Card via Live Operator):	\$5.95
Pre-Paid Account Fee as defined in Section 5.5 – ITS Revenue Share, Payment and Reporting, Item 5.5.6.1 (Cash and/or Check):	\$0.00
Pre-Paid Account Fee as defined in Section 5.5 – ITS Revenue Share, Payment and Reporting, Item 5.5.6.1 (Third Party):	No Markup – Bidder to Disclose Fees
MoneyGram:	\$
Western Union:	\$
Other Third Party:	\$
Paper/Bill Statement Fee	\$0.00
Federal Universal Service Fund Fee	18.2% (varies quarterly)
Applicable Required Taxes	Vary (Pass-Through/No Markup)
All Other Fees:	Not Allowed

VVS CHARGES/FEES	
Approved Charge/Fee Name	Amount
30-Minute Remote Video Visitation Session:	\$0.30 per minute/\$9.00 per session
All Other Fees:	Not Allowed

KIOSK SERVICES		
Kiosk Type	Charge/Fee Description	Amount
Lobby Kiosk	Pre-Paid Account Fee	\$3.00
Lobby Kiosk	Commissary, Debit or Inmate Trust Funding Fee (Cash)	\$0.00
Lobby Kiosk	Commissary, Debit or Inmate Trust Funding Fee (Card)	\$3.00
Booking/Intake Kiosk	Commissary, Debit or Inmate Trust Funding Fee	\$0.00

ADDITIONAL REVENUE SHARE PROPOSAL ELEMENTS	
Upfront Supplemental Payment:	\$
MMG:	\$
Proposed VVS Revenue Share Rate:	%

OPTION #1B –COUNTY–REQUIRED RATES AND FEES

ITS CALLING RATES			
CALL TYPE	COLLECT	PRE-PAID COLLECT/DEBIT	PROPOSED ITS REVENUE SHARE RATE (%)
	Per Minute Rate	Per Minute Rate	
Local	\$0.16	\$0.16	
Intralata/Intrastate	\$0.16	\$0.16	
Interlata/Intrastate	\$0.16	\$0.16	
Intralata/Interstate	\$0.16	\$0.16	
Interlata/Interstate	\$0.16	\$0.16	
Domestic International (US Territories Only)	\$0.16	\$0.16	
Domestic International (Excluding US Territories)	\$0.16	\$0.16	
International (Canada & All Other Countries)	n/a	\$0.75	

ITS CHARGES/FEES	
Approved Charge/Fee Name	Amount
Pre-Paid Account Fee as defined in Section 5.5 – ITS Revenue Share, Payment and Reporting, Item 5.5.6.1 (Credit/Debit Card via IVR and Web):	\$3.00
Pre-Paid Account Fee as defined in Section 5.5 – ITS Revenue Share, Payment and Reporting, Item 5.5.6.1 (Credit/Debit Card via Live Operator):	\$5.95
Pre-Paid Account Fee as defined in Section 5.5 – ITS Revenue Share, Payment and Reporting, Item 5.5.6.1 (Cash and/or Check):	\$0.00
Pre-Paid Account Fee as defined in Section 5.5 – ITS Revenue Share, Payment and Reporting, Item 5.5.6.1 (Third Party):	No Markup – Bidder to Disclose Fees
	MoneyGram: \$
	Western Union: \$
	Other Third Party: \$
Paper/Bill Statement Fee	\$0.00
Federal Universal Service Fund Fee	18.2% (varies quarterly)
Applicable Required Taxes	Vary (Pass-Through/No Markup)
All Other Fees:	Not Allowed

VVS CHARGES/FEES	
Approved Charge/Fee Name	Amount
30-Minute Remote Video Visitation Session:	\$0.30 per minute/\$9.00 per session
All Other Fees:	Not Allowed

KIOSK SERVICES		
Kiosk Type	Charge/Fee Description	Amount
Lobby Kiosk	Pre-Paid Account Fee	\$3.00
Lobby Kiosk	Commissary, Debit or Inmate Trust Funding Fee (Cash)	\$0.00
Lobby Kiosk	Commissary, Debit or Inmate Trust Funding Fee (Card)	\$3.00
Booking/Intake Kiosk	Commissary, Debit or Inmate Trust Funding Fee	\$0.00

ADDITIONAL REVENUE SHARE PROPOSAL ELEMENTS	
Upfront Supplemental Payment:	\$
MMG:	\$
Proposed VVS Revenue Share Rate:	%

OPTION #2 – VENDOR-PROPOSED RATES AND FEES

ITS CALLING RATES			
CALL TYPE	COLLECT	PRE-PAID COLLECT/DEBIT	PROPOSED ITS REVENUE SHARE RATE (%)
	Per Minute Rate	Per Minute Rate	
Local			
Intralata/Intrastate			
Interlata/Intrastate			
Intralata/Interstate			
Interlata/Interstate			
Domestic International (US Territories Only)			
Domestic International (Excluding US Territories)			
International (Canada & All Other Countries)	n/a		

ITS CHARGES/FEES	
Charge/Fee Name	Amount
Pre-Paid Account Fee as defined in Section 5.5 – ITS Revenue Share, Payment and Reporting, Item 5.5.6.1 (Credit/Debit Card via IVR and Web):	\$
Pre-Paid Account Fee as defined in Section 5.5 – ITS Revenue Share, Payment and Reporting, Item 5.5.6.1 (Credit/Debit Card via Live Operator):	\$
Pre-Paid Account Fee as defined in Section 5.5 – ITS Revenue Share, Payment and Reporting, Item 5.5.6.1 (Cash and/or Check):	\$0.00
Pre-Paid Account Fee as defined in Section 5.5 – ITS Revenue Share, Payment and Reporting, Item 5.5.6.1 (Third Party):	No Markup – Bidder to Disclose Fees
MoneyGram:	\$
Western Union:	\$
Other Third Party:	\$
	\$
	\$
Paper/Bill Statement Fee	\$
Federal Universal Service Fund Fee	18.2% (varies quarterly)
Applicable Required Taxes	Vary (Pass-Through/No Markup)

VVS CHARGES/FEES		
Charge/Fee Name	Charge/Fee Description	Amount
30-Minute Remote Video Visitation Session:		\$
		\$
		\$

KIOSK SERVICES		
Kiosk Type	Charge/Fee Description	Amount
Lobby Kiosk	Pre-Paid Account Fee	\$
Lobby Kiosk	Commissary, Debit or Inmate Trust Funding Fee (Cash)	\$
Lobby Kiosk	Commissary, Debit or Inmate Trust Funding Fee (Card)	\$
Booking/Intake Kiosk	Commissary, Debit or Inmate Trust Funding Fee	\$

ADDITIONAL REVENUE SHARE PROPOSAL ELEMENTS	
Upfront Supplemental Payment:	\$
MMG:	\$
Proposed VVS Revenue Share Rate:	%

ADDITIONAL TECHNOLOGY CHARGES/FEES AND COMPENSATION

DEBIT RELEASE CARDS		
Charge/Fee Name	Charge/Fee Description	Amount

AUTOMATED INMATE INFORMATION SYSTEM		
Charge/Fee Name	Charge/Fee Description	Amount

VOICE BIOMETRIC TECHNOLOGY		
Charge/Fee Name	Charge/Fee Description	Amount

VOICE-TO-TEXT TECHNOLOGY		
Charge/Fee Name	Charge/Fee Description	Amount
Revenue Share:		

VOICEMAIL MESSAGING		
Charge/Fee Name	Charge/Fee Description	Amount

ANY ADDITIONAL TECHNOLOGY/OPTIONAL FEATURE		
Charge/Fee Name	Charge/Fee Description	Amount
Revenue Share:		

FAILURE TO SIGN BELOW WILL DISQUALIFY VENDOR'S PROPOSAL

To the best of my knowledge and belief, the information presented in this proposal is true and complete. I further acknowledge a continuing obligation to update the proposal if material discrepancies are discovered. Failure to do so may result in this proposal being disqualified from further consideration.

VENDOR NAME: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

DATE: _____

11. APPENDIX C –EXCEPTIONS

All County RFP requirements by section, subsection or numbered item for which Vendor has stated **“Read and do not comply”** are considered exceptions and must be documented in this form. Vendor may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Vendor should write “No Exceptions” under the Requirement(s) Section Number and Text for Exception Number 1.

Exception Number	RFP Requirement(s) Section Number and Text	Describe the Nature of Exception and Explain How Vendor’s Response Still Meets the RFP Requirements
1		
2		
3		
4		
5		

12. APPENDIX D- RECEIPT OF ADDENDA

VENDOR'S ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Vendor is required to complete and return this form with its response. Attach a copy of each Addenda, if any, to this appendix. Vendor responses must include any and all requirements found in the issued addenda. County may deem Vendor Proposal as non-compliant and subject to disqualification if signed Receipt of Addenda is not included in the proposal package.

VENDOR IS REQUIRED TO COMPLETE AND RETURN FORM WITH ITS RESPONSE REGARDLESS OF WHETHER ADDENDA WERE ISSUED.

- A. Vendor hereby acknowledges receipt of the following Addenda to the RFP. By indicating date of receipt, Vendor acknowledges its response takes into account the provisions of the Addenda:

Addendum Number/Title	Date Received	Initials

OR:

- B. Vendor acknowledges to the best of its knowledge no addenda have been issued by County.

If No Addenda Issued, Check Here _____ Date _____ Initials _____

Signature of Authorized Representative

Typed Name and Position

13. APPENDIX E – SITE EVALUATION REGISTRATION FORM AND VENDOR BACKGROUND CHECK PACKET

Both the Site Evaluation Registration Form and the Vendor Background Check Packet must be completed and returned to the RFP contact specified in [Section 2.6 – Questions or Comments](#) on or before the date specified in [Section 2.1 – Schedule of Events](#). The Vendor Background Check Packet must be read in its entirety prior to filling out and signing the forms found in the packet.

13.1. Site Evaluation Registration Form

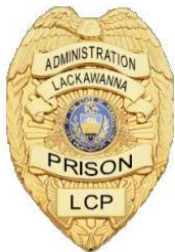
Provide the following information for the Vendor Representative(s) that will be attending the Pre-Proposal Meeting and Site Evaluation which will be held on the date specified in [Section 2.1 – Schedule of Events](#). The Facility will provide an escort.

Vendor Name:	_____
Address:	_____ _____
Main Contact Phone Number:	_____

Attendee Name:	_____
Attendee Title:	_____
Attendee Office Contact Number:	_____
Attendee Mobile Contact Number:	_____
Attendee Email Address:	_____

Attendee Name:	_____
Attendee Title:	_____
Attendee Office Contact Number:	_____
Attendee Mobile Contact Number:	_____
Attendee Email Address:	_____

13.2. Vendor Background Check Packet



LACKAWANNA COUNTY PRISON

1371 North Washington Avenue
 Scranton, Pennsylvania 18509
 570.963.6639(p)
 570.496.1745(f)

Robert A. McMillan – Warden

David M. Langan – Asst. Warden – Security

APPROVED	DENIED
Date:	
Official Use Only	

BACKGROUND CLEARANCE INFORMATION

Please print or type:

Last Name:		First Name:	
Middle Name:		Maiden Name:	
Date of Birth:		Sex:	
		Race:	
Soc. Sec. #:			

Home Phone:		Cell Phone:	
Emerg. Contact Name:			
Emerg. Contact Phone #:			

Company or Organization Name:	
--------------------------------------	--



LACKAWANNA COUNTY PRISON

1371 North Washington Avenue

Scranton, Pennsylvania 18509

570.963.6639(p)

570.496.1745(f)

Robert A. McMillan – Warden

David M. Langan – Asst. Warden – Security

INTRODUCTION-GUIDELINES FOR VENDORS

It is very important that you read this handout and fully understand and follow the rules, regulations and guidelines as they are outlined for you.

The purpose of this is to help you be successful by familiarizing you with the overall function of the institution.

The staff is always available to assist you in any way. We not only hope, but expect that you will ask for our assistance in your normal course of activities.

Thank you for your interest and commitment to this need.

GUIDELINES

SAFETY-SECURITY

For everyone's safety, your vehicle must be locked at all times when driving or parked on the institution property.

DO NOT HAVE ON YOUR PERSON OR IN YOUR VEHICLE ANY MEDICATION, ALCOHOL, WEAPONS OR IMPLEMENTS OF ESCAPE.

Do not carry pocketknives or wear an abundance of metal jewelry. Metal items will be detected and cause you delays in entering the institution.

You are not allowed to bring anything into the facility for an inmate at any time, no matter how innocent or trivial it may seem, unless you have written permission from the Warden or his / her designee. You must say "no" to any request by an inmate for you to bring in cigarettes, money, magazines or letters. If in doubt, ask a staff member.

You may not take anything out of the facility for an inmate, no matter how trivial it seems. Outgoing inmate mail **MUST BE** sent through usual facility channels (Lackawanna County Prison mailroom to United States Postal Service). As a general rule, **DO NOT** take anything from or give anything to an inmate without permission!



LACKAWANNA COUNTY PRISON

1371 North Washington Avenue
Scranton, Pennsylvania 18509
570.963.6639(p)
570.496.1745(f)

Robert A. McMillan – Warden

David M. Langan – Asst. Warden – Security

Everyone entering or leaving this correctional institution is subject to search, and the finding of contraband in your possession could be embarrassing, will most likely cause the termination of your security clearance and may result in criminal charges. In other words, you will no longer be permitted to enter the Lackawanna County Prison as a vendor and you may be arrested.

CONTRABAND

Contraband is defined as any item not authorized within the facility or on the facility grounds. Contraband is NEVER permitted! Contraband includes (but is not limited to) items NOT pre-authorized, cell phones, drugs, alcohol, weapons, etc. The following is a sample list of other unauthorized items (letters, messages, stamps, paper, food, etc.)

DRESS CODE

PLEASE MAINTAIN A NEAT APPEARANCE AT ALL TIMES. Very often your neat physical appearance will help you establish a good rapport with the inmates and the staff.

MEN – Long trousers, shoes and a shirt with sleeves are required.

WOMEN - Shoes and a dress, skirt or slacks with an appropriate shirt are required. See-through apparel, halter tops or extremely short skirts are not permitted.

SHORTS ARE NOT PERMITTED FOR MEN OR WOMEN!

NOTE: A pleasant, patient attitude is a must in your experiences here. This type of attitude will assure a successful experience within the Lackawanna County Prison.

RESPECT

We expect that you treat inmates as fellow human beings. Remember that inmates are incarcerated AS punishment, not FOR punishment for their crimes or alleged crimes. Inmates are to be afforded the rights of human dignity, which apply to all of us.

Avoid trying to be “one of the boys” or “one of the girls”. Do not make promises you can’t keep just to be a “nice person”. Such letdowns can cause problems.

Treat inmates as you would want to be treated yourself. Talk to them as adults; do not talk down to them. It is important that you avoid “feeling sorry” for inmates, know the differences between sympathy and empathy. Those who are able to maintain an objective outlook are the most successful.



LACKAWANNA COUNTY PRISON
1371 North Washington Avenue
Scranton, Pennsylvania 18509
570.963.6639(p)
570.496.1745(f)

Robert A. McMillan – Warden

David M. Langan – Asst. Warden – Security

Remember - all information concerning inmates is confidential and not to be discussed with anyone outside the institution.

Avoid being naïve or gullible. Watch out for occasions when an inmate may try to lure you into a compromising position, such as taking out a letter. Be firm about your stance.

Be fair in your treatment of inmates. Do not favor particular inmates or show partiality.

PERSONAL INVOLVEMENT

In your working relationship with the inmates, we suggest you avoid personal involvement with the inmate's family life. Contacting the family for him / her could place you in a very difficult position, and we strongly advise against this. We suggest you carefully evaluate how much you want to tell the inmates about your own personal life. DO NOT release your telephone number or mailing address. Feel free to ask staff members should you have any questions in this area. Objectivity must be maintained, however, remember that a cool, aloof or detached manner toward offenders is equally ineffective.

NOTE: INMATES HAVE LIBERAL ACCESS TO TELEPHONES AND MAIL PRIVILEGES.

PHYSICAL CONTACT

You are not permitted to strike or lay hands on an inmate unless it in self-defense.

Only the amount of force necessary for your self-defense is to be used. Call for help immediately!

Any other physical contact between yourself and an inmate may be illegal. Please refrain from ALL physical contact other than self-defense.

For everyone's safety, any unusual situation which occurs or information received, which could threaten person, property or security, must be relayed immediately to a Lackawanna County Prison staff person.

Vendors are not permitted, unescorted, into some areas of the institution. Always follow the directions of staff members.

The ranking officer (Captain and / or Lieutenant) on duty, who is responsible for the institution, will take whatever action he / she deems appropriate should a controversy or problem arise. You are expected to abide by this decision immediately. If you do not approve of the decision, you may discuss it with a higher authority at a later time.



LACKAWANNA COUNTY PRISON

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Robert A. McMillan – Warden

David M. Langan – Asst. Warden – Security

EMERGENCIES AND SITUATIONS

Vendors are closely watched by correctional officers, and usually are safe while in the institution. However, in the event you are faced with an emergency, such as a fire, assault, escape or physical sickness, REMAIN CALM, IN CONTROL AND LOCATE THE NEAREST STAFF MEMBER TO REPORT THE EMERGENCY AND GET HELP. Always know where you are within the institution, where the emergency exits are located and your role should an emergency occur.

If you are surrounded, remain calm and do not appear frightened. Follow instructions until help arrives.

If you are threatened, report it at once to a staff member.

If you are asked for a favor, tell the inmate you must request permission, and report the request to a staff member who can advise you.

If you are asked to do something which you suspect is wrong, tell the inmate you are not permitted to do this, and report the request to a staff member.

If you think the staff is wrong on an issue, do not discuss this with the inmates. Follow the directions of staff and report your belief to a supervisor.

If you are asked about institution procedures, direct inmates to discuss this with their housing unit counselor.

LEGAL

Inmates often file lawsuits against persons with whom they come in contact while incarcerated. If you are sued, Lackawanna County cannot provide liability insurance for you nor may it provide counsel to represent you. Additionally while you are present in the institution, you are subject to the laws of the Commonwealth of Pennsylvania just as you are in the free community. Any crimes committed on the institution grounds will be prosecuted.

RESPONSIBILITIES

You have the responsibility to abide by all the institution rules and regulations; report periodically (at least verbally) on the progress of your work with inmates; inform the security staff of any radical changes in an inmate's attitude or routine; know the resources available to you at this institution and how to use them; arrive early enough for your work station to allow the needed time to process yourself through security; be patient and friendly with the correctional officers facilitating your entrance to or exit from your work station, what they do is in the interest of your own safety. Report any suspicious situations, no matter how trivial they may seem.



LACKAWANNA COUNTY PRISON

1371 North Washington Avenue
Scranton, Pennsylvania 18509
570.963.6639(p)
570.496.1745(f)

Robert A. McMillan – Warden

David M. Langan – Asst. Warden – Security

SUMMARY

Things ***NOT*** to do:

- ◆ Give or receive anything from inmates.
- ◆ Promise to make phone calls or contact family members without first discussing this with the staff coordinate
- ◆ Carry out mail or any other article from an inmate.
- ◆ Become overly friendly to the point you could be placed in a compromising position.
- ◆ Bring in any alcoholic beverage, narcotics, or arrive at the institution yourself under the influence of drugs or alcohol.
- ◆ Bring in money or jewelry.
- ◆ Display keys or leave them lying around.
- ◆ Resort to being “one of the crowd” to get along with the inmates.
- ◆ Be naïve or gullible.
- ◆ Show favoritism to any inmate or small select group of inmates.
- ◆ Leave personal or institution possessions in unsecured locations.
- ◆ Use vulgarity or profanity in the institution.
- ◆ Attempt to psychoanalyze the inmates you deal with, or recommend any medical procedure.
- ◆ Engage in controversial or critical discussions about the staff or institution programs.

Things ***TO*** do:

- ◆ Inspire inmates to greater achievements. Help instill pride.
- ◆ Display a positive attitude in working with inmates, and treat them with the dignity afforded fellow human beings.
- ◆ Be firm, fair and honest in dealing with inmates.
- ◆ Be polite and courteous at all times.
- ◆ Be a good listener.
- ◆ Keep your vehicle locked.
- ◆ Be familiar with institution policies, rules and regulations.
- ◆ If you are not sure of something, ask before you act.
- ◆ Be aware that all persons are subject to search on the institution grounds and do not carry anything which is considered contraband.
- ◆ Maintain a neat, clean appearance.



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- ◆ Report all irregularities to staff member.
- ◆ Know how to say “no” to an inmate.
- ◆ Avoid feeling sorry for inmates. empathy=yes / sympathy=no.
- ◆ Speak in simple language as you work with inmates.
- ◆ Be committed and persistent in your job performance.

These DO’S and DON’TS will help you understand your role in sharing your talents and skills while contributing to the safety for staff, inmates and visitors.

Violations of these guidelines could cause you to lose your security clearance with the Lackawanna County Prison.



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AGREEMENT ON SEARCHES

I _____ fully understand that, while providing services at the Lackawanna County Prison, as a Contracted Employee or a Prison Employee, I am subject to a complete physical or electronic search of my person, clothing or any item that I have in my possession. I further understand that the search may be conducted, at any time, but only at the direction of the Warden, Assistant Warden, Captain or Lieutenant. Searches will be conducted by a Correction Officer and must be witnessed by a Ranking Officer.

The reason for random searching has been fully explained to me and I understand that it is done for the protection of both the employee and the inmates of the Prison. I understand what is meant by contraband. I fully realize that I will be prosecuted under Pennsylvania Law, if I am found to be in possession of illegal contraband.

Finally, if I refuse to submit to a search, I understand that I will be denied admission to the Prison pending an investigation by the Warden or his / her designee.

Signature:		Date:	
Witness Signature:		Date:	

SUPPORT STAFF NOTICE AND AGREEMENT **NOTICE OF DANGEROUS CONDITION AND ASSUMPTION OF RISK**

By my signature, I attest that I have been fully advised and clearly understand the following:

Lackawanna County Prison is a place of confinement for individuals who have been charged with crimes and are awaiting trial or who have been convicted and are serving their time.

Inmates confined herein have been charged or convicted of a varying range of criminal offenses that may include violent crimes.

Confined inmates may be permitted to move freely, without restraints, in some areas of the Lackawanna County Prison.

I assume all risk which results from the normal operation of the Lackawanna County Prison.

Signature:		Date:	
Witness Signature:		Date:	



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RECEIPT AND AGREEMENT

I have received, read, and understand the support staff information, rules and regulations regarding my volunteer activities while at the correctional facility. I agree to abide by all rules and regulations contained in the handout or otherwise explained to me:

Signature:		Date:	
Witness Signature:		Date:	

Authorization to Obtain Information

I understand that the Lackawanna County Prison desires to obtain personal information concerning my background and character in order to better ascertain my qualifications for employment or volunteer work.

I hereby release all persons and /or agencies from any liability, which might result from release of said information to any member of Lackawanna County.

Signature:	
Print Full Name:	

14. APPENDIX F – PREFERRED RESUME FORMAT

Name and Position Company of Employment	
Education:	
Qualifications:	
Certifications:	
Total Years of Related Work Experience:	
Time to Devoted to Work Under this Agreement:	
Related Past Performance 1: Project:	
Contact:	
Related Past Performance 2: Project:	
Contact:	
Recent Relevant Experience: (Begin Date to Current Date, Company Name, Position Held and Summation of Duties):	