



FAIRFAX COUNTY

Office of the Sheriff
10459 Main Street
FAIRFAX, VIRGINIA 22030

www.fairfaxcounty.gov/sheriff/



VIRGINIA

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ISSUE DATE: June 25, 2020	REQUEST FOR PROPOSAL NUMBER: RFP#202001 _____	Inmate Communications for the Fairfax County Adult Detention Center
DEPARTMENT: Sheriff's Office	DUE DATE/TIME: August 28, 2020/2:00 p.m. EDT	CONTRACT SPECIALIST: Laura Denise Howard, Chief Financial Services Branch Fairfax County Sheriff's Office – (703) 246-3223 lauradenise.howard@fairfax.gov

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole Proprietor)

Prompt Payment Discount:

N/A % for payment within N/A days/net N/A days

State Corporation Commission (SCC) Identification No.

By signing this proposal, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A.

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: LARGE (Y) SMALL (B)

MINORITY-OWNED SMALL (X) MINORITY OWNED LARGE (V) WOMEN-OWNED SMALL (C)

WOMEN OWNED LARGE (A) NON PROFIT (9)

CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION
State in which incorporated: _____

Bidder Legally Authorized Signature

Date

Print Name and Title

Secretary

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Sheriff's Office, Buyer I at 10520 Judicial Drive, Fairfax, VA 22030-5115 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



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1. INTRODUCTION

1.1. Request for Proposal

- 1.1.1. The Fairfax County Sheriff’s Office (FCSO) invites responses to this Request for Proposal (RFP) from qualified experienced Bidders to provide, install and maintain various inmate communication solutions inclusive of an inmate telephone system (ITS), standard visitation system, lobby telephones, video visitation solution (VVS), correctional-grade tablets (Tablets) and stand-alone cash and credit/debit card deposit/payment devices (Kiosks) at the following Facilities. Bidder shall provide all inmate communication services to the inmates in accordance with the requirements and provisions set forth in this RFP. Additional information for each of the Facilities is found in **Attachment 1, Section K (Facility Specifications)**.

Fairfax County Adult Detention Center (ADC)
10520(A) Judicial Drive
Fairfax, VA 22030

Fairfax County Alternate Incarceration Branch (AIB)
10520(B) Judicial Drive
Fairfax, VA 22030

Mt. Vernon District Police Station (MTV)
2511 Parkers Lane
Alexandria, VA 22306

- 1.1.2. The FCSO may engage third party consultants both in the process of this RFP and in the management of the day-to-day operations of the inmate telephone Bidder. If a consultant or agent (“Designated Agent”) is engaged, Bidder will cooperate with the Designated Agent as directed by the FCSO, including following instructions found in this RFP, and if awarded, the operation of the ITS, VVS, Tablets, and Kiosks. Throughout this RFP, the FCSO shall be deemed to include both the FCSO and the FCSO’s Designated Agent or consultant, if any.

2. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

2.1. Project Scope

- 2.1.1. The FCSO requires a turnkey inmate calling solution which shall include, without limitation, collect, pre-paid collect, debit and free calling. Bidder shall install and operate inmate telephones and related equipment. Bidder shall, without cost to the FCSO, provide all wiring for the inmate and standard visitation system, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international collect, pre-paid collect, debit and free calls and visitation sessions via the ITS from the Facilities.
- 2.1.2. The FCSO is also seeking a turn-key Video Visitation System (VVS) inclusive of an automated scheduling feature at the Facilities to facilitate onsite and remote visitation sessions at no cost to the inmate or visitor. The FCSO is also implementing charged remote video visitation sessions.
- 2.1.3. In addition to ITS and VVS services, the FCSO is seeking Tablets at no cost to the FCSO. The Tablets shall, at a minimum, have the capability to provide electronic messaging, instructional/entertainment media, approved eBooks, unlimited access to a law library, inmate requests, medical requests, grievances, and commissary ordering. The FCSO reserves the right to add an ITS and/or VVS application to the Tablets at a later date.
- 2.1.4. The FCSO requires the installation of Kiosks in the booking and lobby areas for the purposes of depositing funds into inmate trust, commissary, pre-paid collect or debit accounts. Bidder shall install, operate, maintain and service the Kiosks without cost to the FCSO.

2.2. Contract Length

- 2.2.1. The FCSO intends to award a 3-year Contract ("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 Contract shall remain the same and apply during any renewal terms. The Contract shall not automatically renew.

2.3. Surety Bond

- 2.3.1. Within 10 calendar days after the Contract execution date and prior to any installation work or equipment delivery, the awarded Bidder 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 Commonwealth of Virginia and payable to the FCSO.
- 2.3.2. The Surety Bond must be made payable to the FCSO in the amount of \$100,000.00 dollars and will be retained during the full term of the Contract and any renewal terms. Personal or company checks are not acceptable. The Contract number (if applicable) and/or dates of performance must be specified on the Surety Bond.
- 2.3.3. In the event the FCSO exercises its option to renew the Contract for an additional term, Bidder 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 Contract renewal.

2.4. Rules and Conditions

- 2.4.1. The general rules and conditions which follow apply to all purchases and become a definite part of this RFP and resulting Contract award issued by the FCSO, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting a proposal; failure to do so will be at the Bidder's own risk and relief cannot be secured on the plea of error.
- 2.4.2. Bidder shall be subject to all State and local laws, policies, resolutions, and regulations and all rules, regulations and limitations imposed by legislation of the Federal Government, Proposals

submitted for this RFP, issued by the FCSO, will bind Bidders to applicable conditions and requirements herein set forth unless otherwise specified in this RFP.

2.5. Authority

- 2.5.1. The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary, modifying this RFP, Contract and purchase order (except for capital construction projects) issued by the FCSO. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers or its Designated Agent. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County for an indebtedness. Any purchase orders or contracts made which is contrary to these provisions and authorities shall be of no effect and void, and the FCSO shall not be bound thereby.
- 2.5.2. The FCSO reserves the right, at any time, to amend any portion of this RFP in the form of an Amendment. Amendment(s) will be issued via the Fairfax County Sheriff's Public website at <http://www.fairfaxcounty.gov/sheriff/bid.htm>.
- 2.5.3. The FCSO reserves the right to withdraw and/or reissue this RFP in whole or in part at any time during the RFP process. The FCSO reserves the right to not award a Contract pursuant to this RFP.
- 2.5.4. Bidder's submission of a proposal shall not bestow any rights upon Bidder nor obligate the FCSO in any manner.

2.6. Definitions

- 2.6.1. BEST VALUE: As predetermined in the RFP, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.
- 2.6.2. PROPOSAL: The proposal of a Bidder to provide specific goods or services at specified prices and/or other conditions specified in this RFP.
- 2.6.3. BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on this RFP issued by the Purchasing Agent and offering to enter into contracts with the FCSO. For the purposes of **Attachment 1 - Mandatory Requirements**, the "Bidder" shall be construed to mean "Bidder".
- 2.6.4. CONSULTANT SERVICES: Any type of services required by the FCSO, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.
- 2.6.5. CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the FCSO.
- 2.6.6. FCSO: Fairfax County Sheriff's Office.
- 2.6.7. GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.
- 2.6.8. INFORMALITY: A minor defect or variation of a proposal from the exact requirements of this RFP which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
- 2.6.9. MINORITY-OWNED BUSINESS: A business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and

- both the management and daily business operations are controlled by one or more minority individuals.
- 2.6.10. PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of inmate communications, accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).
- 2.6.11. PROPOSAL: A plan, a scheme, an offer in response to this Request For Proposal which is to be accepted or rejected.
- 2.6.12. PURCHASING AGENT: The Purchasing Agent employed by the Fairfax County Sheriff's Office.
- 2.6.13. REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective Bidders which will indicate the general terms which are sought to be procured from the Bidder. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.
- 2.6.14. RESPONSIBLE BIDDER: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required.
- 2.6.15. RESPONSIVE BIDDER: An individual, company, firm, corporation, partnership or other organization having submitted a proposal which conforms in all material respects to the invitation for RFP.
- 2.6.16. SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
- 2.6.17. SOLICITATION: The process of notifying prospective Bidders that the FCSO wishes to receive proposals on a set of requirements to provide goods or services. The notification of the FCSO requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Proposal (IFP) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or inmate communications to prospective Bidders.
- 2.6.18. STATE: Commonwealth of Virginia.
- 2.6.19. SMALL BUSINESS: A business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous 3 years. One or more of the individual owners shall control both the management and daily business operations of the small business.
- 2.6.20. WOMEN-OWNED BUSINESS: A business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

3. CONDITIONS OF BIDDING

3.1. RFP Format

- 3.1.1. **RFP Document.** The RFP document provides instructions for the RFP process. The RFP document also includes several sections and numbered items where Bidder must provide additional information or documentation.
- 3.1.2. **Attachment 1 – Mandatory Requirements.** **Attachment 1, Sections B through J** includes mandatory specifications which must be met for Bidder to be considered. Bidder shall indicate whether Bidder will comply with the requirement, as written. Bidder shall specify “Read and Agree” or “Read and Do Not Agree” in the BIDDER RESPONSE space. Items answered with “Read and Do Not Agree” require a statement from the Bidder in the BIDDER COMMENT space as to why the requirement cannot be met and an explanation of how the Bidder proposes to meet the FCSSO’s needs without the required item. All statements where Bidder responded with “Read and Do Not Agree” must be listed in **Attachment 1, Section M (Exceptions to the RFP)**. Bidder comments will be evaluated in accordance with **Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria)**.
- 3.1.2.1. **Section A - Bidder Instructions**
 - 3.1.2.2. **Section B - Instructions and Format**
 - 3.1.2.3. **Section B.1 – Proposal Order**
 - 3.1.2.4. **Section C - Evaluation and Selection**
 - 3.1.2.5. **Section C.1 – Evaluation Criteria**
 - 3.1.2.6. **Section D - General Conditions**
 - 3.1.2.7. **Section E - User Billing and Payments**
 - 3.1.2.8. **Section F – Customer Service**
 - 3.1.2.9. **Section G - General Installation Requirements**
 - 3.1.2.10. **Section H - ITS Requirements**
 - 3.1.2.11. **Section I - VVS Requirements**
 - 3.1.2.12. **Section J –Tablet and Kiosk Requirements**
 - 3.1.2.13. **Section K - Facility Specifications**
 - 3.1.2.14. **Section L - Rates, Fees and Revenue Share/Administrative Cost Payment**
 - 3.1.2.15. **Section M - Exceptions to RFP**
 - 3.1.2.16. **Section N - Receipt of Addenda**
 - 3.1.2.17. **Section O – Pre-Bid Conference Evaluation Registration Form**

3.2. Format Requirements

- 3.2.1. Bidder shall complete Cover Sheet, form DPSM32 (rev 12/10), and it shall be signed by a company officer with the authority to submit a proposal and contract with the FCSSO. All other format requirements are specified in **Attachment 1, Section B (RFP Instructions and Format)**.

3.3. Mandatory Pre-Bid Conference and Site Evaluation

- 3.3.1. The FCSSO requires Bidders attend the Pre-Bid Conference and Site Evaluation on the date and time specified in the Schedule of Events. It is required for Bidder to attend the Mandatory Pre-Bid Conference and Site Evaluation to submit a proposal.
- 3.3.1.1. The Mandatory Pre-Bid Conference and Site Evaluation will be held in the Confinement Roll Call Room of the Fairfax County Adult Detention Center, 10520 Judicial Drive, Fairfax, VA 22030 on July 28, 2020 at 9 a.m. (EDT).
- 3.3.2. To attend the Mandatory Pre-Bid Conference and Site Evaluation, Bidder must complete and email **Attachment 1, Section O (Pre-Bid Conference & Site Evaluation Registration Form)** to the RFP contact specified in **Section 4.1 – Questions Concerning Specifications** on or before the date specified in [Section 3.13 - Table 1- Schedule of Events](#).

- 3.3.3. Each Bidder will be limited to 2 representatives at the Mandatory Pre-Bid Conference and Site Evaluation. Upon receipt of the FCSO's confirmation that **Attachment 1, Section O (Pre-Bid Conference & Site Evaluation Registration Form)** has been received, the Bidder does not have to confirm attendance to the RFP contact specified in Section 4.1 – Questions Concerning Specifications prior to the Mandatory Pre-Bid Conference and Site Evaluation.
- 3.3.4. Oral responses to questions during the Mandatory Pre-Bid Conference and Site Evaluation shall be considered nonbinding on the FCSO. Bidder's questions regarding the Mandatory Pre-Bid Conference and Site Evaluation and/or this RFP must be submitted by Bidder in writing as specified in [Section 4.1 – Questions Concerning Specifications](#) on or before the date specified in [Section 3.13 - Table 1 - Schedule of Events](#).

3.4. Confidentiality

- 3.4.1. Bidder 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 defined in [Section 11.6 – Virginia Freedom of Information Act](#). Bidder 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 [Section 11.6 – Virginia Freedom of Information Act](#). Should Bidder's information, which is marked as proprietary or confidential, be requested as part of a public information act request, the FCSO may notify Bidder in writing before such information is released as required by the applicable act or law. Bidder agrees, at its expense, to defend and hold harmless the FCSO from claims involving infringement of any intellectual property.

3.5. Late Proposal & Modifications of Proposal

- 3.5.1. Bidder is responsible for late deliveries or mail delays. Postmarking by the Proposal Due Date shall not substitute for the actual proposal receipt.
- 3.5.2. The FCSO will not accept any modifications to Bidder's proposal after the Proposal Due Date except in connection with a requested Best and Final Offer and as outlined in **Attachment 1, Section C (Evaluation and Selection)**.
- 3.5.3. A late hand-carried proposal, or any other late proposal not submitted by mail, shall not be considered for award.
- 3.5.4. Prior to the Proposal Due Date, Bidder may modify its submitted proposal by providing a written and signed request to the RFP contact specified in **Section 4.1 – Questions Concerning Specifications** specifying the modification(s).

3.6. Withdrawal of Proposal

- 3.6.1. A Bidder may request to withdraw its proposal under the following circumstances and associated procedures:
 - 3.6.1.1. All requests to withdrawal the proposals prior to the opening of such proposals shall be transmitted to the RFP contact specified in **Section 4.1 – Questions Concerning Specifications** in writing.
 - 3.6.1.2. Requests to withdraw the proposal after opening of such proposals, but prior to award, shall be transmitted to the RFP contact specified in **Section 4.1 – Questions Concerning Specifications**, in writing, and accompanied with full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc.
 - 3.6.1.3. No Bidder who is permitted to withdraw a proposal shall supply any material or labor to or perform any subcontract or other work agreement for the person or

firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

- 3.6.1.4. If the FCSO denies the withdrawal of a proposal under the provisions of this section, it shall notify the Bidder in writing stating the reasons for its decision and may award the Contract to such Bidder provided such Bidder is a responsible and responsive Bidder.
- 3.6.1.5. Work papers, documents, and materials submitted in support of a withdrawal of proposal may be considered as trade secrets or proprietary information subject to the conditions of [Section 11.6 - Virginia Freedom of Information Act](#).

3.7. Appeal or Denial of Withdrawal of Proposal

- 3.7.1. A decision denying the withdrawal of a proposal submitted by a Bidder shall be final and conclusive unless the Bidder appeals the decision within 10 days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The Bidder may not institute legal action until all statutory requirements have been met.
- 3.7.2. If, upon appeal, it is determined that the decision refusing withdrawal of the proposal was arbitrary or capricious, the sole relief shall be a withdrawal of the proposal.

3.8. Error in Bids

- 3.8.1. Erasures in proposals must be initialed by the Bidder. Carelessness in quoting prices, or in preparation of proposal otherwise, will not relieve the Bidder. Bidders are responsible for all errors or omissions contained in its proposal and are cautioned to recheck their proposals for possible error. Errors discovered after the Proposal Due Date cannot be corrected and the Bidder will be required to perform if its proposal is accepted.

3.9. Omissions & Discrepancies

- 3.9.1. Should a Bidder find discrepancies or ambiguities in, or omissions from, this RFP, including the drawings and/or specifications, Vendor shall notify the RFP contact specified in **Section 4.1 – Questions Concerning Specifications** at least 15 days prior to the Proposal Due Date. If necessary, the RFP contact will send a written Amendment for clarification to all Bidders no later than 7 days before the Proposal Due Date. Amendment(s) will be issued via the Fairfax County Sheriff's Public website at <http://www.fairfaxcounty.gov/sheriff/bid.htm>.

3.10. Discrepancy between Proposal and Contract

- 3.10.1. 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.)
 - 3.10.1.1. Negotiated Contract and any amendments or addenda;
 - 3.10.1.2. RFP and any addenda; and
 - 3.10.1.3. Bidder's final proposal.

3.11. Completeness

- 3.11.1. To be responsive, a proposal must include all information required by this RFP.
- 3.11.2. Bidder 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. Proposals considered incomplete by the FCSO may be rejected without notification.
- 3.11.3. Emphasis should be on completeness and clarity of content. Proposals should provide a straightforward, concise description of Bidder's ability to satisfy the requirements of this RFP.

3.12. Proposal Submission

- 3.12.1. Deliver 3 paper copies (1 original and 2 copies) and 5 electronic versions on CD, DVD or USB Flash Drive of the proposal on or before the Proposal Due Date. Proposals must be directed to the RFP contact specified in **Section 4.1 – Questions Concerning Specifications**. The electronic version of the proposal, inclusive of all attachments, must follow the order of the table of contents and the Proposal Order specified in **Attachment 1, Section B.1 (Proposal Order)**
- 3.12.2. Bidder is responsible for ensuring the electronic version and the chosen media are free from any viruses, malware or malicious code. Electronic versions so compromised will be considered non-compliant. Electronic versions shall be in searchable format.
- 3.12.3. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 3.12.4. The outside of the proposal must be labeled **INMATE COMMUNICATIONS PROPOSAL**, and include the RFP number.

3.13. Schedule of Events

- 3.13.1. The FCSO’s best estimate of the schedule of events (“Schedule of Events”) is found in **Table 1 – Schedule of Events**. The FCSO reserves the right to revise the Schedule of Events. Unless otherwise specified, the times provided are Eastern Daylight Time (“EDT”).
- 3.13.2. Bids must be received no later than 2:00 PM EDT on August 28, 2020 (“Proposal Due Date”) at the address specified in **Section 4.1 – Questions Concerning Specifications**.

Table 1 - Schedule of Events

Event	Date
Release of the RFP	6/25/2020
Deadline for Pre-Bid Conference and Site Evaluation Registration Form	7/2/2020
Mandatory Pre-Bid Conference and Site Evaluation	7/28/2020 @ 9:00 am EDT Confinement Roll Call Room 10520 Judicial Drive, Fairfax, VA 22030
Deadline for Written Questions from Vendors	8/4/2020
Dissemination of Answers to Written Questions	8/13/2020
Proposal Due Date	8/28/2020 @ 2:00 p.m. EDT

3.14. Tax Exemption

- 3.14.1. The FCSO is exempt from the payment of any federal excise or any Virginia sales tax. The amount must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the price, a Bidder shall show separately the amount of federal tax, either as a flat sum or as a percentage, which shall be deducted by the FCSO. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Bidders located outside the

Commonwealth of Virginia are advised that when materials are picked up by the FCSO at their place of business, they may charge and collect their own local/state sales tax.

3.15. Prohibition Against Uniform Pricing

3.15.1. The Purchasing Agent encourages open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a proposal each Bidder shall, by virtue of submitting a proposal, guarantee that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the proposals of participating Bidders. Any disclosure to or acquisition by a competitive Bidder, in advance of the Proposal Due Date, of the terms or conditions of the proposal submitted by another competitor may render the entire proceedings void and may require re-advertising for proposals.

4. SPECIFICATIONS

4.1. Questions Concerning Specifications

- 4.1.1. Bidder 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 on or before the date specified in the **Schedule of Events**. No inquiries received after the date specified will be given any consideration.
- 4.1.2. Any material interpretation of a specification, as determined by the Purchasing Agent, will be expressed in the form of an amendment and will be sent to all prospective Bidders on the date specified in the **Schedule of Events**. Oral answers will not be authoritative. Only written communication executed by the FCSO in the form of an amendment shall be considered binding. Amendment(s) will be issued via the Fairfax County Sheriff's Public website at <http://www.fairfaxcounty.gov/sheriff/bid.htm>.
- 4.1.3. RFP contact information:

Fairfax County Sheriff's Office
Administration Services Division
Laura Denise Howard
10520 Judicial Drive
Fairfax, VA 22030
Telephone – (703) 246-3223
Fax – (703) 218-6957
Email – lauradenise.howard@fairfaxcounty.gov

4.2. Formal Specifications

- 4.2.1. When this RFP contains a specification which states no substitutes, no deviation will be permitted, the Bidder will be required to furnish articles in conformity with that specification.
- 4.2.2. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

4.3. Federal Specifications

- 4.3.1. Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

5. AWARD

5.1. Award or Rejection of Proposals

- 5.1.1. The Purchasing Agent shall award the Contract to the most responsive and responsible Bidder whose proposal is determined, in writing, to be the most advantageous to the FCSO taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the FCSO. The Purchasing Agent also reserves the right to reject the proposal of a Bidder deemed to be a non-responsible Bidder.
- 5.1.2. The FCSO reserves the right to award a Contract to the next most qualified Bidder if the successful Bidder does not execute a Contract within 30 days after the award of the Contract.
- 5.1.3. Failure to follow the instructions in this RFP may, at the FCSO's sole discretion, result in the rejection of Bidder's proposal.

5.2. Evaluation Criteria

- 5.2.1. Proposals will be evaluated by the FCSO's internal evaluation committee ("Selection Advisory Committee") in accordance with the requirements listed in **Attachment 1, Section C (Evaluation and Selection)**.

5.3. Proposal Evaluation Process

- 5.3.1. Selection shall consist of Bidders deemed to be fully qualified and best suited among those Bidders submitting proposals on the basis of the factors identified in **Attachment 1, Section C (Evaluation and Selection)**.

5.4. Negotiation of Proposal

- 5.4.1. Negotiations shall then be conducted as specified in **Attachment 1, Section C (Evaluation and Selection)**.

5.5. Best and Final Offer

- 5.5.1. Selected Bidders may be contacted in writing by the FCSO requesting the submission of Bidder's Best And Final Offer (BAFO). The BAFO will be in the form of an addendum/amendment to this RFP and Bidders' submitted proposal. Amendment(s) will be issued via the Fairfax County Sheriff's Public website at <http://www.fairfaxcounty.gov/sheriff/bid.htm>. Evaluation of BAFOs shall be in accordance with the specifications in **Attachment 1, Section C (Evaluation and Selection)** and **Attachment 1, Section C.1 (Evaluation Criteria)**.

5.6. Notice of Acceptance/Contract Documents

- 5.6.1. A written award (or Acceptance Contract) mailed (or otherwise furnished) to the successful Bidder within the Acceptance Period specified in this RFP shall be deemed to result in a binding Contract. The following documents which are included in this RFP shall be incorporated by reference in the subsequent Contract and become a part of said Contract:
 - 5.6.1.1. The RFP, **Attachment 1- Mandatory Requirements** and other documents which may be incorporated by reference (if applicable);
 - 5.6.1.2. Best and Final Offer (if applicable);
 - 5.6.1.3. Any addenda/amendments/memoranda of negotiations.

6. CONTRACT PROVISIONS

6.1. Termination of Contracts

- 6.1.1. The Contract will remain in force for the terms specified and/or until all articles ordered before date of termination have been satisfactorily delivered and accepted and thereafter until all requirements and conditions have been met, unless:
- 6.1.1.1. Terminated prior to the expiration date by the FCSO for Default, Convenience or Cause.
 - 6.1.1.2. Extended upon written authorization of the Purchasing Agent and accepted by Bidder.

6.2. Termination for Default

- 6.2.1. In the event Bidder fails to perform any terms or conditions of the Contract, the FCSO may consider Bidder in default of the Contract and supply Bidder written notice of such default. In the event said default is not remedied to the satisfaction and approval of the FCSO, the FCSO may cancel the Contract, at any time, without penalty, with Bidder if Bidder has not cured the service problem within 10 days of Bidder receiving notice of the problem from the FCSO. Upon termination, Bidder shall adhere to the transition requirements as outlined in **Attachment 1, Section G (General Installation Requirements), Subsection 3 (Transition Requirements)**.
- 6.2.2. For any reason, should Bidder be unable to satisfy the requirements contained in the Contract, the FCSO may, in its sole discretion, call for the Surety Bond due, in part or in full, for non-performance and/or as liquidated damages.

6.3. Termination for Convenience

- 6.3.1. The Contract may be terminated in whole or in part by the FCSO in accordance with this clause whenever the Purchasing Agent shall determine that such a termination is in the best interest of the FCSO. The FCSO may terminate the Contract at any time, without penalty, and any such termination shall be effective upon Bidder's receipt of 90 days written notice. Upon termination, Bidder shall follow the transition requirements outlined in **Attachment 1, Section G (General Installation Requirements), Subsection 3 (Transition Requirements)**.

6.4. Termination for Cause

- 6.4.1. If, through any cause, Bidder fails to fulfill in a timely and proper manner its obligations under the Contract, or if Bidder violates any of the covenants, agreements, or stipulations of the Contract, in addition to the FCSO's remedies under the Contract and all other rights available at law or in equity, the FCSO shall have the right to terminate the Contract upon Bidder's receipt of 90 days written notice. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by Bidder under the Contract shall, at the option of the FCSO, become its property.
- 6.4.2. Notwithstanding the above, Bidder shall not be relieved of liability to the FCSO for damages sustained by the FCSO by virtue of any breach of the Contract by the Bidder for the purpose of set off until such time as the exact amount of damages due to the FCSO from the Bidder is determined.
- 6.4.3. Upon termination, Bidder shall adhere to the transition requirements as outlined in **Attachment 1, Section G (General Installation Requirements), Subsection 3 (Transition Requirements)**.

6.5. Contract Alterations

- 6.5.1. No alterations in the terms of the Contract shall be valid or binding upon the FCSO unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

6.6. Subletting of Contract or Assignment of Contract Funds

- 6.6.1. It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If Bidder desires to assign the Contract, Bidder shall notify the Purchasing Agent in writing, of such assignment. In no case shall such assignment of the Contract relieve Bidder from its obligations or change the terms of the Contract.
- 6.6.2. Contract shall not be assigned, sublet or transferred without 30 days advance written notification to the FCSO and then only upon Bidder's receipt of the FCSO's written consent.
 - 6.6.2.1. Upon receipt of the FCSO's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Bidder. However, the FCSO may assign any and/or all of its rights and obligations hereunder without Bidder's written consent but upon the FCSO's written notice thereof to Bidder (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.
- 6.6.3. If subsequent to this RFP and the execution of the Contract, Bidder merges or is acquired by another entity, the following documents must be submitted to the FCSO:
 - 6.6.3.1. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of all of the Contract and its terms, conditions and processes;
 - 6.6.3.2. New Bidder's Federal Identification Number ("FEIN") if applicable; and,
 - 6.6.3.3. Other documentation requested by the FCSO.
- 6.6.4. Bidder expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

6.7. Non-Liability

- 6.7.1. Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Bidder. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, terminate the Contract.

6.8. New Goods, Fresh Stock

- 6.8.1. Bidder, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack. Additional specifications on the provisioning of new equipment is found in:
 - 6.8.1.1. **Attachment 1, Section G (General Installation Requirements);**
 - 6.8.1.2. **Attachment 1, Section H (ITS Requirements);**
 - 6.8.1.3. **Attachment 1, Section I (VVS Requirements);** and
 - 6.8.1.4. **Attachment 1, Section J (Tablet and Kiosk Requirements).**

6.9. Non-Discrimination

- 6.9.1. During the performance of the Contract, Bidder agrees as follows:
 - 6.9.1.1. Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Bidder. Bidder agrees to post in conspicuous places, available to

employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- 6.9.1.2. Bidder, in all solicitations or advertisements for employees placed by or on behalf of Bidder, will state that such Bidder is an equal opportunity employer.
- 6.9.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 6.9.1.4. Bidder will include the provisions of the foregoing paragraphs **6.9.1.1**, **6.9.1.2** and **6.9.1.3** above in every subcontract or purchase order over \$10,000.00 so that the provisions will be binding upon each subcontractor or Bidder.
- 6.9.1.5. Bidder shall, throughout the term of the Contract, comply with **the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia**, as reenacted or amended.

6.10. Small and Minority Business Utilization

- 6.10.1. It is the policy of the County, and followed by the FCSO, as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that the FCSO and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- 6.10.2. Where it is practicable for any portion of the awarded Contract to be subcontracted to other suppliers, Bidder is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- 6.10.3. Where Federal grants or monies are involved it is the policy of the FCSO, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

6.11. Guarantees and Warranties

- 6.11.1. All guarantees and warranties required shall be furnished by Bidder to the Purchasing Agent. Unless otherwise stated, manufacturer's standard warranty applies.

6.12. Independent Bidder

- 6.12.1. 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 the FCSO to exercise control over the manner or method by which Bidder or its subcontractor perform under the Contract.

7. DELIVERY PROVISIONS

7.1. Shipping Instructions-Consignment

7.1.1. Unless otherwise specified in this RFP, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Bidder's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Bidder, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM EDT. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of Bidder to insure compliance with these instructions for items that are drop-shipped.

7.2. Responsibility for Supplies Tendered

7.2.1. Unless otherwise specified in this RFP, Bidder shall be responsible for the materials or supplies covered by the Contract. Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of Bidder promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by Bidder within 10 days after date of notification, the FCSO may return the rejected materials or supplies to the Bidder at its risk and expense or dispose of them as its own property.

7.3. Inspections

7.3.1. Inspection and acceptance of materials or supplies will be made after delivery at the Facilities specified in **Attachment 1, Section K (Facility Specifications)** unless otherwise stated. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as is practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the FCSO for such materials or supplies which are not in accordance with the specifications.

7.4. Compliance

7.4.1. Delivery must be made as ordered and in accordance with this RFP or as directed by the Purchasing Agent. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the FCSO shall rest with the Bidder. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should Bidder be delayed by the FCSO, the FCSO shall add to the time of completion a time equal to the period of such delay caused by the FCSO. However, Bidder shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary.

7.5. Point of Destination

7.5.1. All materials shipped to the FCSO must be shipped F.O.B. DESTINATION unless otherwise stated in the Contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

7.6. Method and Containers

- 7.6.1. Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery.

7.7. Replacement

- 7.7.1. Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of the Contract, shall be replaced by the Bidder and at no cost to the FCSO.

7.8. Packaging Slips or Delivery Tickets

- 7.8.1. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- 7.8.1.1. The Purchase Order Number,
 - 7.8.1.2. The Name of the Article and Stock Number (Supplier's),
 - 7.8.1.3. The Fairfax County Identification Number ("FCIN"), if specified in the order,
 - 7.8.1.4. The Quantity Ordered,
 - 7.8.1.5. The Quantity Shipped,
 - 7.8.1.6. The Quantity Back Ordered, and
 - 7.8.1.7. The Name of the Bidder.
- 7.8.2. Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

8. GENERAL

8.1. General Guaranty

8.1.1. Bidder agrees to:

- 8.1.1.1. Save the FCSO, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of the Contract for which the Bidder is not the patentee, assignee, licensee or owner.
- 8.1.1.2. Protect the FCSO against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit, delivery or storage.
- 8.1.1.3. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- 8.1.1.4. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the FCSO.
- 8.1.1.5. Protect the FCSO from loss or damage to the FCSO owned property while it is in the custody of the Bidder.

8.2. Service Contract Guaranty

8.2.1. Bidder agrees to:

- 8.2.1.1. Furnish services described in this RFP and Contract at the times and places and in the manner and subject to conditions therein set forth provided that the FCSO may reduce the said services at any time.
- 8.2.1.2. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- 8.2.1.3. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- 8.2.1.4. Allow services to be inspected or reviewed by an employee of the FCSO at any reasonable time and place selected by the FCSO. The FCSO shall be under no obligation to compensate Bidder for any services not rendered in strict conformity with the Contract.
- 8.2.1.5. Stipulate that the presence of an FCSO Inspector shall not lessen the obligation of the Bidder for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Bidder for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the Contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

8.3. Indemnification

- 8.3.1. Bidder shall indemnify, keep and save harmless the FCSO, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the FCSO in consequence of the granting of a Contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of Bidder or its employees, or that of the subcontractor or subcontractor employees, if any; and the Bidder

shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the FCSO in any such action, Bidder shall, at Bidder's own expense, satisfy and discharge the same. Bidder expressly understands and agrees that any performance bond or insurance protection required by the Contract, or otherwise provided by the Bidder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the FCSO as herein provided.

- 8.3.2. The FCSO agrees to provide Bidder with reasonable and timely notice of any claim, demand or cause of action made or brought against the FCSO arising out of or related to the services rendered by Bidder. Bidder shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. The FCSO will promptly advise Bidder of any proposed agreement to compromise or settle any claim and Bidder will have 10 days to respond to such proposal.
- 8.3.3. In the event an infringement claim is made or threatened against the FCSO, or injunctive relief is granted to a claimant, Bidder shall (a) obtain the right for the FCSO 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 Bidder is unable to perform any of the above, the FCSO may terminate the Contract upon 60 days written notice to Bidder and Bidder shall be responsible for all of the FCSO's costs and expenses of whatever nature or kind in connection therewith.
- 8.3.4. These indemnities and remedies shall survive the expiration or other termination of the Contract.

8.4. Officials Not to Benefit

- 8.4.1. Bidder shall certify, upon signing Bidder's proposal, that to the best of Bidder's knowledge, no FCSO official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit relating to the award of this RFP or Contract.
- 8.4.2. Whenever there is reason to believe that a financial benefit of the sort described above has been received in connection with a proposal or Contract, and that the Bidder has failed to disclose such benefit or has inadequately disclosed it, the FCSO Executive, as a prerequisite to payment pursuant to the Contract, or at any other time, may require the Bidder to furnish, under oath, answers to any interrogatories related to such possible benefit.
- 8.4.3. In the event Bidder has knowledge of benefits as outlined above, this information should be submitted with Bidder's proposal. If the above does not apply at time of award of the Contract and becomes known after inception of the Contract, the Bidder shall address the disclosure of such facts to the Purchasing Agent, 10520 Judicial Drive, Fairfax, Virginia 22030. Request for Proposal Number should be referenced in the disclosure.

9. BIDDER/CONTRACTOR REMEDIES

9.1. Ineligibility

- 9.1.1. Any person and/or Bidder suspended or debarred from participation in the FCSO or Fairfax County procurement shall be notified in writing by the Purchasing Agent.
- 9.1.1.1. A Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person and/or Bidder appeals within thirty 30 days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- 9.1.1.2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person and/or Bidder appeals within thirty 30 days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- 9.1.2. The Purchasing Agent shall have the authority to suspend or debar a person and/or Bidder from Bidding on this RFP for the causes stated below:
- 9.1.2.1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- 9.1.2.2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a FCSO contractor;
- 9.1.2.3. Conviction under the state or federal antitrust statutes arising out of the submission of a proposal;
- 9.1.2.4. Violation of Contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:
- 9.1.2.4.1. Failure without good cause to perform in accordance with the specifications or within the time limit provided in the Contract; or
- 9.1.2.4.2. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Bidder shall not be considered to be a basis for suspension or debarment.
- 9.1.2.5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Bidder, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands.
- 9.1.2.6. The Bidder has abandoned performance or been terminated for default on any other Fairfax County project.
- 9.1.2.7. The Bidder is in default on any surety bond or written guarantee on which the FCSO is an obligee.
- 9.1.2.8. The Bidder has been determined by the Fairfax County Purchasing Agent to be suspended or disbarred from bidding on Fairfax County contracts.

If, upon appeal, it is determined that the action taken by the Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person and/or Bidder shall be restored of eligibility. The person and/or Bidder may not institute legal action until all statutory requirements have been met.

9.2. Appeal of Determination of Non-responsibility

- 9.2.1. Any Bidder who is determined not to be a responsible Bidder shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the Bidder appeals the decision within 10 days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The Bidder may not institute legal action until all statutory requirements have been met.
- 9.2.2. If, upon appeal, it is determined that the decision of the Purchasing Agent was arbitrary or capricious and the award of the Contract in question has not been made, the sole relief available to the Bidder shall be a finding that the Bidder is a responsible Bidder for the FCSO. Where the award has been made and performance has begun, the FCSO may declare the Contract void upon a finding that this action is in the best interest of the public.

9.3. Protest of Award or Decision to Award

- 9.3.1. Mandatory requirements related to Protest of Award are outlined in **Attachment 1, Section C (Evaluation and Selection)**.
- 9.3.2. Any Bidder may protest the award or decision to award the Contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the FCSO, no later than 10 days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within 10 days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the Bidder appeals within 10 days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- 9.3.3. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of the Contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the Contract may be declared void by the FCSO. Where the award has been made and performance has begun, the Purchasing Agent may declare the Contract void upon a finding that this action is in the best interest of the FCSO.
- 9.3.4. Pending final determination of a protest or appeal, the validity of the Contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- 9.3.5. An award need not be delayed for the period allowed for a Bidder to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the proposal would expire.

9.4. Contractual Disputes

- 9.4.1. Any dispute concerning a question of fact as a result of the Contract with the FCSO which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the Bidder within 90 days. The decision of the Purchasing Agent shall be final and conclusive unless the Bidder appeals within 6 months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Bidder may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.

9.5. Legal Action

9.5.1. No Bidder shall institute any legal action until all statutory requirements have been met.

9.6. Professional Affiliation

9.6.1. The FCSO holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

9.7. Drug Free Workplace

9.7.1. During the performance of the Contract, Bidder agrees to (i) provide a drug-free workplace for the Bidder's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Bidder's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Bidder that the Bidder maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or Bidder. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

9.8. Venue

9.8.1. The Contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with the Contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

9.9. Immigration Reform and Control Act

9.9.1. Bidder agrees that it does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

9.10. Bidder Not to Benefit

9.10.1. Bidder agrees that the goods and/or services provided to the FCSO pursuant to the Contract are for the benefit of the FCSO and that Bidder shall not undertake any actions or efforts stemming from or related to the Contract that shall inure to the detriment of the FCSO. Any information provided to the Bidder for the performance of the Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

10. CORE TECHNOLOGIES

10.1. Equipment and Installation Requirements

- 10.1.1. Mandatory Equipment and Installation requirements applicable to all systems are outlined in **Attachment 1, Section G (General Installation Requirements)**.
- 10.1.2. Bidder shall submit a preliminary implementation plan which shall include a proposed installation schedule for the Facilities for ITS, VVS, Kiosks and Tablets.
- 10.1.3. Bidder shall indicate any environmental conditions required for the proposed ITS, VVS, Kiosks and Tablets. Include minimum and maximum operating temperatures and humidity levels.
- 10.1.4. Bidder shall indicate the number of hours of back-up power that the provided UPS components supply to the ITS, VVS and Tablets.
- 10.1.5. Bidder shall indicate whether Bidder proposes any changes to the FCSO's communications room at the Facilities.
- 10.1.6. Bidder shall describe in detail its capability to provide the required interfaces for the provision of services through the ITS, VVS, Kiosks and Tablets.
- 10.1.7. **ITS**
 - 10.1.7.1. Mandatory ITS Equipment and Installation requirements are outlined in **Attachment 1, Section H (ITS Requirements)**.
 - 10.1.7.2. Bidder shall supply details of Bidder's proposed ITS which shall include, but not be limited to: system version (if Bidder uses multiple ITS versions and/or releases), system design, technical specifications, software applications, hardware architecture and networking capabilities.
 - 10.1.7.3. Bidder shall include a diagram demonstrating the proposed ITS solution.
 - 10.1.7.4. Bidder must indicate the physical size of the ITS equipment to be installed at the Facilities including information on height, depth, width, weight, abuse tolerances and any limitations.
 - 10.1.7.5. Bidder shall include a description, as well as images, of the inmate and visitation telephone sets, TDD and/or video relay service units, and cart/portable sets proposed for installation at the Facilities.
- 10.1.8. **VVS**
 - 10.1.8.1. Mandatory VVS Equipment and Installation requirements are outlined in **Attachment 1, Section I (VVS Requirements)**.
 - 10.1.8.2. Bidder shall supply details of Bidder's proposed VVS which shall include, but not be limited to: hardware components, operating system, default applications, power options, proposed cabling, and bandwidth parameters.
 - 10.1.8.3. Bidder shall include a diagram demonstrating the proposed VVS solution.
 - 10.1.8.4. Bidder shall indicate whether its proposed VVS is premise-based or centralized.
 - 10.1.8.5. Bidder must indicate the physical size of the VVS equipment to be installed at the Facilities including information on height, depth, width, weight, abuse tolerances and any limitations.
 - 10.1.8.6. Bidder shall include a description, as well as images, of the proposed video visitation stations (inmate, visitor and mobile) proposed for installation at the Facilities.
- 10.1.9. **Tablets**
 - 10.1.9.1. Mandatory Tablet Equipment and Installation requirements are outlined in **Attachment 1, Section J (Tablet and Kiosk Requirements)**.
 - 10.1.9.2. Bidder shall provide a detailed description of its Tablets, including security features for the corrections industry, screen size, device size, battery specifications, charging options.
 - 10.1.9.3. Bidder shall include a diagram demonstrating the Tablet solution.

- 10.1.9.4. Bidder shall specify if the speakers on the Tablets can be disabled/enabled at the FCSO's discretion.
- 10.1.9.5. Bidder shall specify if clear, see-through earbuds are provided with the Tablets.
- 10.1.9.6. Bidder shall indicate how Tablets work for hearing impaired inmates.
- 10.1.9.7. Bidder shall indicate how Tablets work for visually impaired inmates including screen reader capabilities.
- 10.1.9.8. Bidder shall include a description, as well as images, of the proposed mobile charging stations proposed for installation at the Facilities.

10.1.10. Kiosks

- 10.1.10.1. Mandatory Kiosks Specifications are outlined in **Attachment 1, Section J (Tablet and Kiosk Requirements)**.
- 10.1.10.2. Bidder shall provide images and equipment specifications for the proposed kiosks.

10.2. Technology Features and User Applications

10.2.1. ITS

- 10.2.1.1. Mandatory ITS and User Application Specifications are outlined in **Attachment 1, Section H (ITS Requirements)**.
- 10.2.1.2. Bidder shall provide information on how the proposed ITS is 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.
- 10.2.1.3. Bidder shall provide a script of the call acceptance information provided to the called party.
- 10.2.1.4. Bidder shall indicate the number of times the ITS plays the call acceptance information to the called party and whether the called party may interrupt the prompts by selecting a digit on the keypad.
- 10.2.1.5. The ITS shall process calls on a selective bilingual basis in English and Spanish. Bidder shall indicate whether the called party (in addition to the inmate) will be able to select the preferred language for call prompts. The FCSO reserves the right to require additional languages at any time and at no cost to the FCSO.
- 10.2.1.6. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. Bidder shall provide a list of the available recordings as well as a complete description of each.
- 10.2.1.7. Bidder shall specify if the number of free calls is assigned globally or if the number of free calls can be assigned to the inmate.
- 10.2.1.8. Bidder 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).
- 10.2.1.9. Bidder must specify how international collect calls are processed and completed through the proposed ITS.
- 10.2.1.10. Bidder shall provide detailed information on the frequency Bidder performs remote diagnostics and troubleshooting processes which shall include failure reports, alarms, service history and other steps taken.
- 10.2.1.11. The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones and video relay units which are accessible to persons in wheelchairs and providing devices, including video relay units, that are compatible with Telephone Devices for the Deaf (TDD).
 - 10.2.1.11.1. Bidder must indicate how the TDDs work with the proposed ITS.
 - 10.2.1.11.2. Bidder shall provide detail on how TDD calls can be recorded and monitored via the ITS.

10.2.1.11.3. Bidder shall provide detail relative its capability to provide a Video Relay System (VRS) to the Facilities at no cost to the FCSO.

10.2.1.11.4. Bidder shall describe how VRS services are provided through the VVS.

10.2.1.11.5. Bidder shall provide detail on how call controls configured in the ITS are preserved for calls placed using the VRS (e.g. branding, blocked telephone numbers).

10.2.2. VVS

10.2.2.1. Mandatory VVS features, functionalities, and user applications are found in **Attachment 1, Section I (VVS Requirements)**.

10.2.2.2. Bidder shall detail any unique or distinctive features regarding the proposed VVS, including the capability for the inmate to initiate video visitation sessions.

10.2.2.2.1. If Bidder does not have the capability for the inmate to initiate video visitations sessions, provide information on Bidder's research and development progress.

10.2.2.3. Bidder shall indicate whether it proposes an alternative number of video visitation stations to the quantity specified in **Attachment 1, Section K (Facility Specifications)**.

10.2.2.4. Bidder shall list the requirements for a visitor to complete remote video visitation sessions, including but not limited to minimum bandwidth, equipment, software, browser type.

10.2.2.5. Bidder shall specify whether the VVS provides a countdown clock timer on the video visitation station.

10.2.2.6. Bidder shall specify its proposed process for providing information on upcoming video visits, including reports available in the VVS user application.

10.2.2.7. Bidder shall provide a list of all available reports in the VVS user application.

10.2.3. Tablets

10.2.3.1. Mandatory Tablet features, functionalities, and user applications are found in **Attachment 1, Section J (Tablet & Kiosk Requirements)**.

10.2.3.2. Bidder shall detail any unique or distinctive features regarding the proposed Tablets, including all available options for inmates to access the Tablets (e.g. assigned model compared to a shared model).

10.2.3.3. Bidder shall indicate whether it proposes an alternative number of Tablets to the quantity specified in **Attachment 1, Section K (Facility Specifications)**.

10.2.3.4. Bidder shall describe its capability to deliver a comprehensive inmate education solution on the Tablets including all available courses.

10.2.3.5. Bidder shall describe how the inmate is charged when the inmate is using the Tablet for applications or entertainment media beyond those listed as free in **Attachment 1, Section J (Tablet and Kiosk Requirements)**.

10.2.3.6. Bidder shall describe how data associated with usage on the Tablets is stored.

10.2.3.7. Bidder shall specify how, if at all, Tablets become the property of the inmates at the time of release.

10.2.3.8. Bidder shall indicate if its Tablet user application has the capability of live monitoring.

10.2.3.9. Bidder shall provide a list of all available reports in the Tablets user application.

10.2.4. Kiosks

10.2.4.1. Mandatory Kiosk features, functionalities, and user applications are found in **Attachment 1, Section J (Tablet & Kiosk Requirements)**.

10.2.4.2. Bidder shall provide a detailed description of its proposed electronic trust account deposit services, which shall include, but not be limited to: user application

reporting capabilities, methods for completing deposit payments (i.e. kiosk, website, etc.), and alert/investigate capabilities.

10.3. Security Features

10.3.1. Mandatory ITS Security Features requirements are outlined in **Attachment 1, Section H (ITS Requirements)**.

10.3.2. ITS

10.3.2.1. Bidder shall provide a detailed explanation of the information displayed on the called party's caller ID each time a call from the Facilities is placed (e.g. unknown number, Bidder's customer service number, dummy ANI).

10.3.2.2. Relative to Bidder's fraud prevention feature, provide a list of the available pre-recorded announcements. Bidder shall describe its process for adjusting the duration of the call or excluding the pre-recorded announcements from the cost of a call.

10.3.2.3. Specify the method used by Bidder to detect three-way calls, specifically if the called party is utilizing a cell phone to place the three-way call.

10.3.2.3.1. Upon detection of a three-way call, indicate whether the ITS is capable of playing a message to the inmate and/or the called party prior to terminating the call.

10.3.3. VVS

10.3.3.1. Bidder shall describe its registration and scheduling processes including:

10.3.3.1.1. Capability to capture the visitor's photo or identification automatically without manual input from the visitor.

10.3.3.1.2. Capability to verify the visitor's identity.

10.3.3.1.3. Capability to run a warrant search on the visitor.

10.3.3.1.4. Create automated/custom restrictions for the inmate and/or visitor including restricting a specific inmate or visitor from conducting a video visitation session at the same time as another specific inmate or visitor;

10.3.3.1.5. The mandatory fields captured during the registration and scheduling processes.

10.3.3.1.6. Process for designating a visitor to receive confidential/privileged video visits.

10.3.3.1.7. All methods available for visitors to register and schedule a video visit including the use of a mobile application.

10.3.3.1.8. If Bidder does not have the capability to allow scheduling through a mobile application, provide information on Bidder's research and development progress.

10.3.3.1.9. Method for avoiding scheduling conflicts.

10.3.3.2. Bidder shall indicate how other contracted customers using Bidder's proposed VVS are handling approval of visitors: approved visitor lists compared to passive approval (with required registration).

10.3.3.3. Bidder shall indicate whether the VVS can accommodate a manually-facilitated video visit created by the FCSO.

10.3.3.4. Bidder shall indicate whether the VVS has the capability to allow the FCSO to manually reassign the video visitation station initially assigned by the VVS.

10.3.3.5. Bidder shall provide the process for shutting down the VVS.

10.3.4. Tablets

10.3.4.1. Bidder shall specify the modifications to the physical device as well as the operating system which ensure correctional-grade security.

- 10.3.4.2. Bidder shall specify how mobile device management is handled.
- 10.3.4.3. Bidder shall detail its security and installation approach to ensure inmates cannot access an external wireless network.

10.4. Monitoring, Recording and Data Requirements

10.4.1. Bidder shall provide detailed information on its data storage locations, data redundancy practices, and the processes used when copying and storing all data.

10.4.2. ITS

- 10.4.2.1. Mandatory Monitoring, Recording and Data Requirements are outlined in **Attachment 1, Section H (ITS Requirements)**.
- 10.4.2.2. Bidder shall include detailed information on the ITS alert application. The description shall include, at a minimum, the types of alerts available (cell phone, SMS text, email) and whether a security PIN for accessing the live call/visitation session is required.
- 10.4.2.3. Bidder shall provide a detailed description of the process for copying/exporting recordings. Include information on date/time stamps and how the ITS prevents tampering with a recording.
- 10.4.2.4. Bidder shall describe its capabilities to allow authorized users of the ITS application to share call recordings (single and bulk) without copying recordings onto a CD or other storage medium.
- 10.4.2.5. Provide a listing of all available file types for ITS data including reports and recordings.

10.4.3. VVS

- 10.4.3.1. Mandatory Monitoring, Recording and Data Requirements are outlined in **Attachment 1, Section I (VVS Requirements)**.
- 10.4.3.2. Bidder shall include detailed information on the VVS alert application. The description shall include, at a minimum, the types of alerts available (cell phone, SMS text, email) including.
- 10.4.3.3. Bidder shall specify if the VVS allows the user to stop, pause and restart a live video visitation.
- 10.4.3.4. Bidder shall indicate whether its VVS has the capability to scan and display random live video visitations.
- 10.4.3.5. Bidder shall indicate whether the user can customize the view for playback of video visitations and/or add comments to the video visitation recording.

10.4.4. Kiosks

- 10.4.4.1. Bidder shall describe the kiosk services including, but not be limited to, deposits into an inmate trust, commissary, pre-paid collect or debit account.
- 10.4.4.2. Describe the accounting and reporting procedures for the booking and lobby kiosks.
- 10.4.4.3. Provide a high level description of the process used by Bidder to remove deposited cash from the kiosks, including what security measures are in place for transferring cash from the machines, as well as, if any weapons are required to be retained while withdrawing cash within the Facilities.

10.5. Additional Technology

10.5.1. The FCSO is interested in additional technology products that can be provided as part of the Bidder's proposal offering for this RFP. The FCSO may, at its sole option, elect to implement any proposed Additional Technologies throughout the life of the Contract. If Bidder is interested in providing information for additional technology products it should supply information on the following items.

- 10.5.2. Commissary ordering via the ITS (no cost to the FCSO): Bidder must provide an overview of this technology which shall include details on the process for selecting and ordering commissary items. Refer to **Attachment 1, Section K (Facility Specifications)** for information on the commissary services provider.
- 10.5.2.1. Detail any fees or charges associated with this technology; and
 - 10.5.2.2. Bidder must provide 2 references of facilities where this technology has been implemented for at least 6 months. References should include facility name and address, contact name, contact number and contact email.
- 10.5.3. ITS voice biometric technology (no cost to the FCSO): Bidder 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. The FCSO will not be a "beta test site" for unproven technology:
- 10.5.3.1. Detail any fees or charges associated with this technology; and
 - 10.5.3.2. Bidder must provide 2 references of facilities where this technology has been implemented for at least 6 months.
- 10.5.4. Debit release cards (no cost to the FCSO): Bidder must provide an overview of its debit release card program.
- 10.5.4.1. Explain how funds are applied to the debit release card and how the card is used by the inmate after release.
 - 10.5.4.2. Detail all rates, fees, and surcharges associated with the inmate's use of the card.
 - 10.5.4.3. Bidder must provide 2 references of facilities where this feature has been implemented for at least 6 months.
- 10.5.5. Word Recognition Software (no cost to the FCSO): Bidder must provide an overview of the technology specifying how the technology is capable of identifying specific spoken words or phrases without the need to convert recordings to text.
- 10.5.5.1. Bidder shall detail if the proposed technology can be set up for alerts on phrases or words.
 - 10.5.5.2. Detail any fees or charges associated with this technology.
 - 10.5.5.3. Bidder must provide 2 references of facilities where this technology has been implemented for at least 6 months.
- 10.5.6. Voice-to-text technology (no cost to the FCSO): Bidder must provide an overview of the technology specifying how the technology is capable of converting recordings to text:
- 10.5.6.1. Detail any fees or charges associated with this technology; and
 - 10.5.6.2. Bidder must provide 2 references of facilities where this technology has been implemented for at least 6 months.
- 10.5.7. Inbound, automated voicemail via the ITS: Bidder shall provide an overview of this technology specifying how the technology accommodates inbound voicemails.
- 10.5.7.1. Describe all security features for voicemail messaging and how the voicemail services preserve the call controls configured in the ITS.
 - 10.5.7.2. Confirm the ITS is capable of recording and storing all messages.
 - 10.5.7.3. Detail all charges for voicemail messages and the method of revenue-share with the FCSO.
 - 10.5.7.4. Bidder must provide 2 references of facilities where this feature has been implemented for at least 6 months.
- 10.5.8. Internal automated voicemail messaging via the ITS (no cost to the FCSO). Bidder shall provide information on an internal messaging feature available to the inmates to file grievances, request medical/dental, file telephone complaints or receive broadcast messages from the FCSO (per inmate, group of inmates or facility).
- 10.5.8.1. Confirm the ITS is capable of recording and storing all messages.

- 10.5.8.2. Bidder must provide 2 references of facilities where this feature has been implemented for at least 6 months.
- 10.5.9. Automated Information Technology System (AITS) (no cost to the FCSO): Bidder shall describe its AITS feature which shall provide both inmates and external users with information relative to the facility or to a specific inmate.
 - 10.5.9.1. At minimum, Bidder's AITS shall provide the:
 - 10.5.9.1.1. Charge information;
 - 10.5.9.1.2. Commissary balances;
 - 10.5.9.1.3. Court appearance dates, times and locations;
 - 10.5.9.1.4. Bond amounts, types;
 - 10.5.9.1.5. Projected release dates;
 - 10.5.9.1.6. Visitation eligibility;
 - 10.5.9.1.7. Visitation hours;
 - 10.5.9.1.8. Facility location information; and
 - 10.5.9.1.9. Information pertaining to funding pre-paid accounts for the ITS.
 - 10.5.9.2. Bidder must provide 2 references of facilities where this feature has been implemented for at least 6 months.
- 10.5.10. Electronic messaging: Vendor shall provide an overview of this technology specifying whether the technology accomodates outbound electronic messages in addition to inbound.
 - 10.5.10.1. Describe security features of the electronic messaging feature.
 - 10.5.10.2. Describe any required interfaces.
 - 10.5.10.3. Detail the charge per electronic message and method of revenue-share with Customer.
 - 10.5.10.4. Vendor must provide 2 references from facilities where this feature has been implemented for at least 6 months.
- 10.5.11. Cell phone detection (no cost to Customer): Vendor must provide an overview of both mobile and stationary cell phone detection technology.
 - 10.5.11.1. Vendor must provide 2 references of facilities where this feature has been implemented for at least 6 months.
- 10.5.12. Any additional Vendor technology or optional features: Provide a description of any additional technology that may be of interest to Customer (e.g. jail management system, RFID technology). Provide detailed information on each application, production and the functionalities of each as well as a complete description of the features proposed.
 - 10.5.12.1. Detail any cost associated and/or commission with the additional technology or optional features offered/proposed.
 - 10.5.12.2. Vendor must provide 2 references of facilities where the optional features have been implemented for at least 6 months.

11. FINANCIAL TRANSPARENCY

11.1. Bidder Information

11.1.1. Bidder shall supply the following in its proposal.

- 11.1.1.1. All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or Bidder may visit online: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet.
- 11.1.1.2. Documentation that Bidder is registered to do business in the Commonwealth of Virginia. A Bidder organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The FCSO may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- 11.1.1.3. Documentation that all necessary requirements of the Public Service Commission and the Federal Communications Commission (FCC) for the ITS are met.
- 11.1.1.4. A copy of its telecommunications service tariff for ITS service in the Commonwealth of Virginia.
- 11.1.1.5. Bidder's current annual report and its 2 most recent Dun and Bradstreet or similar reports.
- 11.1.1.6. If Bidder has operated under a different name, or affiliate, in the past 3 years, provide names, dates, addresses and state where incorporated.
- 11.1.1.7. If Bidder 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.
- 11.1.1.8. A synopsis of any and all inmate telephone, video visitation, inmate electronic devices or other Bidder provided inmate communications product RFP or contract related protests within the last 3 years. Include location and outcome of the protest.
 - 11.1.1.8.1. A response indicating this information is confidential and/or proprietary will be considered an Exception.
- 11.1.1.9. A synopsis of any and all litigation(s) within the last 5 years where Bidder or Bidder's ITS, VVS or Tablets are a party. Include venue, style of case and status of litigation.

11.2. Validation

11.2.1. ITS

- 11.2.1.1. Bidder shall describe its call validation methods, indicating if real-time.
 - 11.2.1.1.1. Identify all other methods used for call validation.
 - 11.2.1.1.2. Bidder shall subscribe to the LEC Line Information Data Base (LIDB). Bidder shall query this database for each collect inmate call and process only those calls that do not have Billed Number Screening (BNS). Bidder must assume all responsibility for the cost and accuracy of validation.
 - 11.2.1.1.3. 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").
 - 11.2.1.1.4. Bidder shall describe its capability to accommodate a monthly minimum Collect Call Threshold specified by the FCSO.
 - 11.2.1.1.5. Include the timeframe for removing a restriction once payment is received by the Local Exchange Carrier (LEC).
- 11.2.1.2. In addition to the other specified bill types in the RFP, the FCSO requires Bidder to provide collect calls as a bill type. Describe Bidder's real-time call validation process in detail.
- 11.2.1.3. The FCSO prefers the Collect Call Threshold be a monthly maximum of \$75.00 per unique telephone number. The FCSO requires Bidder request, in writing, any changes to the Collect Call Threshold.

11.2.2. VVS

- 11.2.2.1. Specify Bidder's process for restricting visitors for any fraudulent activity or credit card chargebacks.

11.2.3. Tablets

- 11.2.3.1. Specify Bidder's process for capturing any orders for the device, media or communication.
- 11.2.3.2. Confirm the timeframe for processing inmate orders and making the purchased media or communication available to the inmate.
- 11.2.3.3. Detail Bidder's process for validating the inmate's available balance at the time of purchase request.

11.3. Available Options

11.3.1. ITS - Calling Options

- 11.3.1.1. Describe the collect calling option of the ITS.
 - 11.3.1.1.1. Bidder shall specify the name and phone number of the billing company used to bill collect calls on its behalf.
 - 11.3.1.1.2. Describe the process for collecting, rating, sorting, distributing and billing of collect calls.
 - 11.3.1.1.3. Provide a diagram demonstrating the collect calling process.
 - 11.3.1.1.4. Specify how taxes and required fees are applied to the total cost of a collect call in preparation for billing.
 - 11.3.1.1.5. 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).
- 11.3.2. Bidder 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. Bidder shall also identify the average percentage of calls that fail validation because of CLEC, cell phones and unbillable issues.

- 11.3.2.1. Provide a diagram demonstrating each additional calling option.
- 11.3.2.2. Relative to pre-paid collect, specify the timeframe for a pre-paid account to become dormant/expire. If applicable, Bidder shall state whether the timeframe is configurable.
 - 11.3.2.2.1. Describe the refund process including how a refund should be requested and the timeframe associated with processing a refund.
- 11.3.2.3. Specify the minimum amount required on a pre-paid collect account to complete a call.
- 11.3.2.4. Describe in detail what happens when an inmate attempts a call to a pre-paid collect account that has insufficient funds.
- 11.3.2.5. Relative to pre-paid cards, specify the process for allowing access to unused funds once an inmate is released.
- 11.3.2.6. Relative to debit accounts, describe the process for accommodating real-time refunds.
- 11.3.2.7. Describe billing options available to professional called parties such as attorneys and bail bondsmen in the event they cannot receive collect calls.
- 11.3.3. **VVS – Available Applications**
 - 11.3.3.1. Bidder shall specify if additional/external applications, text or information, as approved by the FCSO, can be added to the VVS and displayed on the video visitation station(s).
- 11.3.4. **Tablets – Available Applications**
 - 11.3.4.1. Bidder shall provide a list of all available applications, features and functionalities available on Tablets.

11.4. End-User Payment Options

- 11.4.1. Provide a detailed description of all payment/deposit methods and the process for applying payments for the purpose of any of the inmate communication services specified in this RFP.
- 11.4.2. Describe the process by which end-users can make pre-payments for a specific phone number, pre-paid collect account or inmate account for any of the inmate communication services specified in this RFP.
- 11.4.3. Indicate the timeframe it takes for funds to post and become available for use by the inmate or end-user/visitor.
- 11.4.4. Describe how taxes and fees are applied to all payments.

11.5. Bidder References

- 11.5.1. Provide a list of agreements not renewed, lost or prematurely cancelled in the last 5 years.
 - 11.5.1.1. 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.
- 11.5.2. Provide a list of clients/agencies who have notified Bidder of unauthorized fees/charges, overbillings or revenue share owed within the last 3 years and the status of resolution of those claims.
 - 11.5.2.1. A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.
- 11.5.3. Provide 3 client references for facilities where Bidder provides the equipment and services comparable to the requirements in this RFP.
 - 11.5.3.1. References provided must be currently under contract with Bidder and have been operating under that contract for at least 6 months.
 - 11.5.3.2. Bidder shall ensure updated references and accurate contact information is provided.

11.5.4. References may be contacted at any time during the RFP process.

11.5.5. Using the format in **Table 2 - Bidder Reference Format**, provide the requested information for each reference.

Table 2 - Bidder Reference Format

Customer Name:	
Contact Person and Title:	
Telephone Number(s):	
Email Address:	
City, State:	
Number of Facilities:	
ADP:	
Agreement Effective Date:	
Total Number of Inmate Phones:	
Total Number Visitation Phones:	
Total Number of VVS stations:	
Total Number of Tablets:	

11.6. Virginia Freedom of Information Act

11.6.1. All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the **Virginia Freedom of Information Act** (Reference Section 4.D., of the Fairfax County Purchasing Resolution).

12. SERVICE

12.1. Disaster Recovery Plan

- 12.1.1. Bidder 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.
- 12.1.2. The DRP shall address the Bidder’s recovery processes following a natural or human-induced disaster for these scenarios.
 - 12.1.2.1. A localized event affecting only the Bidder’s facilities, infrastructure, and personnel;
 - 12.1.2.2. A localized event affecting only the Customer’s Facilities, infrastructure, and personnel; and
 - 12.1.2.3. A broad geographic event affecting both the Bidder and the Customer.

12.2. Bidder Personnel Information

- 12.2.1. Bidder shall provide the names of Bidder’s employees, consultants, and subcontractors that will be involved in providing the requirements in this RFP and the Contract by using the format in **Table 3 - Bidder Personnel** below. Bidder may add rows as needed.

Table 3 - Bidder Personnel

Full Name	Bidder Employee, Consultant or Contractor	Position for the Contract and Primary Responsibility	Contact Phone Number(s)	Email Address

- 12.2.2. Bidder shall supply resumes for all employees, consultants and subcontractors that will be working under the terms of this RFP and Contract. All resumes are limited to 2 pages per resume. There is no limit to the number of resumes Bidder may submit.
 - 12.2.2.1. Each shall contain the name, position, qualifications, certifications, years of experience, and educational background information.
 - 12.2.2.2. 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.
 - 12.2.2.3. Each resume is required to have 2 related past performance references 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. Bidder must include a contact name, number and email address of someone who has knowledge of the team member’s work for that project.
 - 12.2.2.4. 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.
- 12.2.3. Bidder shall provide the following information regarding maintenance personnel for the ITS using the format in **Table 4 – Bidder Technicians** in this RFP. Additional rows may be added as needed.
 - 12.2.3.1. Indicate the number of technicians directly employed by Bidder as well as those which will be subcontracted for service at the Facilities.

- 12.2.3.2. The names, company, primary physical work location, telephone numbers, and distance from Facilities for the technicians who will be maintaining, servicing and performing work under the Contract.

Table 4 - Bidder Technicians

Technician Name	Company	Primary Work Location Address, City, State	Contact Number for Service	Facilities and Distance to Facilities in Miles

- 12.2.4. Bidder shall disclose, with percentages clearly shown, the specific work tasks for the Facilities that will be subcontracted and the specific work tasks that will be performed by Bidder’s employees.
- 12.2.5. Bidder shall provide the FCSO with the escalation procedures for handling customer support issues including, but not limited to, maintenance, outage and reporting issues for the ITS, VVS, Tablets and Kiosks. 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 **Bidder Exhibit 6 – Service Escalation Matrix** attachment of Bidder’s response as specified in **Attachment 1, Section B.1. (Proposal Order)**.

12.3. Customer Service

- 12.3.1. Provide the following information regarding Bidder’s processes for handling end-user customer service matters for the ITS:
- 12.3.2. Describe procedure(s) for handling end-user complaints.
 - 12.3.2.1. Indicate if Bidder’s customer service center defaults to an Interactive Voice Response (IVR) or a live customer service representative.
 - 12.3.2.2. If applicable, supply the hours of availability for a live customer service representative.
 - 12.3.2.3. Indicate the average on-hold time to reach a live representative.
- 12.3.3. Describe procedure(s) for handling refund requests and the timeframe for completing such requests.

12.4. Maintenance

- 12.4.1. Bidder 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 Facilities. Additional Maintenance requirements are described in **Attachment 1, Section F (Customer Service)**.

12.5. Billing

- 12.5.1. Bidder shall specify how collect calls are billed and indicate the number of billing arrangements between Bidder and the various LECs.
- 12.5.2. Specify how taxes and required fees are applied to the total cost of a collect call in preparation for billing.
- 12.5.3. Describe the process for collecting, rating, sorting, distributing and billing of collect calls.
- 12.5.4. As specified in **Attachment 1, Section L (Rates, Fees and Revenue Share)**. Bidder shall 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.).

- 12.5.4.1. Provide the amount specific to each fee in Option #2 of **Attachment 1, Section L (Rates, Fees and Revenue Share)**. Provide the method for assessing each fee and the frequency in Option #2 of Bidder Retention of Account Information
- 12.5.5. For the purpose of aiding in investigations, Bidder must retain 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 Contract. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.
- 12.5.6. The FCSO shall have access to such account information upon request, to the extent permissible by law.

12.6. Insurance

- 12.6.1. During the period of the Contract, Bidder, 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 Commonwealth of Virginia and in a standard form approved by the Board of Insurance Commissioners of the Commonwealth of Virginia. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure the FCSO and the public from any loss or damage that may arise to any person or property as a result of the services rendered by Bidder.
- 12.6.2. Bidder shall provide the FCSO with a 30 day advance written notice of cancellation or material changes in said insurance.
- 12.6.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- 12.6.4. Bidder shall provide the FCSO 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 the FCSO as an additional insured and shall include a waiver of subrogation:
 - 12.6.4.1. **Automobile Liability:** \$1,000,000.00 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased or rented vehicles operate by Bidder.
 - 12.6.4.2. **General Liability (Including Contractual Liability):**
 - 12.6.4.2.1. Bodily Injury or Death (per person): \$1,000,000.00
 - 12.6.4.2.2. Property Damage (per incident resulting in injury or destruction of property): \$100,000.00
 - 12.6.4.3. **Excess Liability:**
 - 12.6.4.3.1. Umbrella Form: \$1,000,000.00
 - 12.6.4.4. **Worker's Compensation:** Statutory (in limits not less than \$100,000.00)
- 12.6.5. The FCSO agrees to provide Bidder with reasonable and timely notice on any claim, demand or cause of action made by or brought against the FCSO arising out of the service provided by Bidder. Bidder shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 12.6.6. For any person or Bidder with whom Bidder enters into a contract to provide the services defined in this RFP, Bidder must:
 - 12.6.6.1. 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 Contract. 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 Virginia Labor Code.

- 12.6.6.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Bidder's current certificate ends during the duration of the project.
- 12.6.6.3. Retain all required certificates of coverage for the duration of the project and for 2 years thereafter.
- 12.6.6.4. Notify the FCSO in writing, within 10 days after Bidder knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 12.6.7. 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 Bidder and the FCSO and to ensure that the FCSO 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 Contract.

12.7. Financial Guarantee and Reporting

- 12.7.1. The FCSO shall not earn a commission percentage on the Gross Revenue for ITS generated under the awarded Contract.
- 12.7.2. Bidder shall offer the FCSO a fixed revenue-share payment ("Financial Guarantee") for ITS that will be payable in equal quarterly payments due on the 25th day of the first month of each quarter and for each year of the Initial Term.
 - 12.7.2.1. Bidder's Financial Guarantee shall be a minimum of \$673,000.00 per year or \$168,250.00 per quarter.
 - 12.7.2.2. If the Financial Guarantee is not received by the 25th of the first month of each quarter, provider may be liable for liquidated damages as described in **Section 12.8 Liquidated Damages.**
 - 12.7.2.3. The FCSO reserves the right to, at the beginning of each year of the Initial Term and for any renewal terms, to adjust the amount of the Financial Guarantee to account for any increases or decreases in its costs, call volume or required calling rate changes.
 - 12.7.2.4. The FCSO requests the Financial Guarantee be sent via wire transfer.
- 12.7.3. The Financial Guarantee shall be utilized by the FCSO to recoup some but not all of its administrative and operational costs for its Facilities during the Initial Term and any renewal terms.
- 12.7.4. Should a federal, state or local regulatory agency issue a ruling which significantly lowers the rates in the Contract, the FCSO and Bidder will negotiate in good faith to adjust the rates and make them in compliance with the rates implemented by the regulatory agency or terminate the Contract without penalty to the FCSO so that the FCSO may select another ITS provider.
- 12.7.5. Pursuant to the Federal Communications Commission's (FCC) 2013 Report and Order and Further Notice of Proposed Rulemaking (WC Docket No. 12-375, FCC 13-113), Section III(C) (2) (b) ("Site Commission Payments"), including footnote #203, the FCSO reserves the right to recoup from Bidder certain administrative and operational expenses ("Cost Reimbursement Payment") in connection with the provision of interstate and/or intrastate inmate telephone services (or both). Such Cost Reimbursement Payment may take the form of a per-minute rate, flat monthly payment, or other fee structure. The Cost Reimbursement Payment shall be due and payable upon receipt of the invoice by the Bidder. The FCSO may accompany the Cost Reimbursement Payment invoice with a supporting report documenting the administrative and operational expenses incurred by the FCSO in association with ITS covered by the Cost Reimbursement Payment.

- 12.7.6. The FCSO does not require a Cost Reimbursement Payment in addition to the Financial Guarantee upon execution of the Contract. In the event the FCSO wishes to utilize its option to implement the Cost Reimbursement Payment, then, at the FCSO’s request, the FCSO and Bidder shall negotiate in good faith an Amendment to the Contract reasonably acceptable to the FCSO to document the FCSO-imposed Cost Reimbursement Payment. If Bidder and the FCSO are unable to mutually agree on such a Contract Amendment within 30 days of the FCSO’s request, then the FCSO may terminate the Contract at its sole discretion and without penalty or liability to the FCSO, and the FCSO may select another ITS provider.
- 12.7.7. Should a material change in the rules or policies of the FCC applicable to ITS occur following the execution of the Contract, which change affects (a) the ITS rates permitted to be charged by the Bidder to inmates under the Contract; (b) the right of the FCSO to recover its ITS costs; or (c) the ability for the FCSO to require Bidder to pay to the FCSO the Financial Guarantee, fees (including but not limited to the Cost Reimbursement Payment) or other ITS cost recovery mechanisms, then, at the FCSO’s request, Bidder and the FCSO will negotiate in good faith an Amendment to the Contract reasonably acceptable to the FCSO that enables the FCSO to fully recover its ITS costs in a manner compliant with the change in the FCC’s ITS rules or policies. If Bidder and the FCSO are unable to mutually agree on such a Contract Amendment within 30 days of the FCSO’s request, then the FCSO may terminate the Contract at its sole discretion and without penalty or liability to the FCSO, and the FCSO may select another ITS provider.

12.8. Liquidated Damages

- 12.8.1. Bidder’s failure to meet Contract requirements both correctly and on time may result in substantial injury to the FCSO; the amount of damages resulting from such failure may not always be quantified with certainty. Each failure to meet a requirement, both correctly and on time, may be subject to fines and liquidated damages as outlined herein. Any enforced fines/liquidated damages will be invoiced by the FCSO to Bidder. Payments due to the FCSO for the invoiced amount(s) shall be due within 30 days of Bidder’s receipt of the invoice.

Table 5 - Liquidated Damages

LIQUIDATED DAMAGES	
Description	Amount
<p>ITS Any changes to the monthly collect call threshold; all changes must be approved by the FCSO prior to implementation.</p>	<p>\$350.00 per day from the day the unauthorized change was implemented through the date Bidder discontinues the unapproved fees and/or charges.</p>
<p>All Inmate Communication Services Any charges/fees added to the called party’s bill or account or inmate without the express written consent of the FCSO.</p>	<p>\$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.</p>
<p>All Inmate Communication Services Unauthorized free calls, video visitation sessions or Tablet transactions completed by Bidder including allowing access to unauthorized wireless networks.</p>	<p>\$2.00 per completed, unauthorized free call.</p>

LIQUIDATED DAMAGES (Continued)	
<p>All Inmate Communication Services Financial Guarantee payments, commissions for VVS and Tablets, ITS traffic detail reports, billing files, CDRs, VVS detail reports, Tablet transaction reports and/or all other reports not containing the required fields, received by the FCSO after the date specified in Attachment 1, Section D (General Conditions). If the payment is late, reporting is late and/or reports do not contain all required fields, late charges/interest for all three shall apply. Payment discrepancies must be resolved by Bidder and to the FCSO's reasonable satisfaction, within thirty (30) days of receipt of notification of a discrepancy from the FCSO and/or its Designated Agent or such discrepancy is subject to late charges, as described and/or termination of this Contract at the sole discretion of the FCSO and/or any legal course of action the FCSO elects to pursue.</p>	<p>5% per month of the revenue share amount due.</p> <p>\$750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in Attachment 1, Section D (General Conditions).</p> <p>\$100.00 per day for any daily CDR reports not submitted by Bidder, for each day where the CDR report does not contain all of the fields and information identified in Attachment 1, Section D (General Conditions).</p>
<p>All Inmate Communication Services Any changes to the rates without the express written approval of FCSO. Bidder must issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to FCSO as documentation. FCSO will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.</p>	<p>\$2.00 per completed call, video visitation session or Tablet transaction that was rated/charged using the unauthorized rates(s).</p>
<p>All Inmate Communication Services Any bill types, transactions or applications implemented or removed without the express written consent of FCSO.</p>	<p>\$500.00 per day for each day the bill type, transaction or applications is implemented or removed.</p>
<p>All Inmate Communication Services Due to Bidder's action(s), if any installation, initial or additionally requested inmate communications equipment is not completed within the timeframe allowed in the agreed-upon implementation plan.</p>	<p>\$500.00 per day for each day the after the agreed-upon date until the installation is complete.</p>
<p>All Inmate Communication Services Bidder shall be responsible for resolving any reported repairs or replacements within 10 days following the date of notification of a service request or inmate communication service failure ("Cure Period"). Should Bidder fail to resolve the reported repair or replacement within the specified Cure Period, Bidder may be liable for liquidated damages.</p>	<p>\$500.00 for each day after the Cure Period and for each reported repair or replacement that the Bidder fails to resolve, until each reported repair or replacement is resolved by Bidder.</p>

LIQUIDATED DAMAGES (Continued)	
<p>All Inmate Communication Services When the FCSO suffers one or more lost, unrecoverable or un-useable recording(s). Customer agrees to notify Bidder of such instances and provide up to 7 days per instance for Bidder to produce the call recordings.</p>	<p>\$1,000.00 per occurrence.</p>
<p>All Inmate Communication Services Bidder shall adhere to the FCSO's performance process as outlined in Attachment 1, Section G (General Installation Requirements) when upgrading each inmate communications service, software, equipment, or that affect the scope under this Contract. Any deviation from the process may result in liquidated damages incurred by Bidder.</p>	<p>\$500.00 per occurrence.</p>
<p>All Inmate Communication Services Any privileged telephone number(s) (attorney, consulates, CPS, etc.) improperly entered into the ITS by Vendor and resulting in unauthorized call recordings. Unless otherwise directed by the FCSO, Vendor shall remove access to any and all unauthorized call recordings in the ITS within 24 hours of notification from the FCSO of such instances.</p>	<p>\$5.00 per complete call associated with the privileged telephone number and resulting in unauthorized call recordings.</p>