



Leroy D. Baca, Sheriff

County of Los Angeles
Sheriff's Department Headquarters

*4700 Ramona Boulevard
Monterey Park, California 91754-2169*



May 5, 2010

**BULLETIN NUMBER 3
REQUEST FOR PROPOSALS
INMATE TELEPHONE SYSTEM AND SERVICES
BID NUMBER REQUEST FOR PROPOSALS 388-SH**

This Bulletin Number 3 is to notify you of the below listed modifications:

A. Paragraph 3.6, Telephone Rates and Revenue Proposal Evaluation Criteria of the Request For Proposal (RFP) shall be deleted in its entirety and replaced as follows:

3.6 Telephone Rates and Revenue Proposal Evaluation Criteria (40%)

The proposal will be evaluated based on the following three categories using information provided in Appendix C (Telephone Rates and Payment Schedule):

1. Telephone Billing Rates - The telephone billing rates will be evaluated on the costs of 5 minute and 17 minute domestic calls. In no case shall the proposed cost exceed the cost under the current Agreement of \$3.94 for 5 minutes and \$5.14 for 17 minutes. The lowest proposed cost will receive the maximum number of points in this category, and this category will receive the highest percentage of the three categories.
2. County Commission Rate - The proposal offering the highest County Commission Rate will receive the maximum number of points in this category. All other proposed rates will be compared to the highest County Commission Rate and awarded points accordingly.
3. Anticipated County Earned Commission – The anticipated County Earned Commission will be calculated using Telephone Billing Rates, County Commission Rate based on 5,241,845 calls, and 89,775,988 minutes. The proposal offering the highest anticipated County Earned Commission will receive the maximum number of points in this category. All other proposed commissions will be compared to the highest anticipated County Earned Commission and awarded points accordingly.

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A Local Small Business Enterprise Preference and/or Transitional Job Opportunities Preference may be applied to the Proposer's Telephone Billing Rate and Revenue Proposal.

Proposers should note that the Telephone Rates may change during the Term of the Agreement. Proposers should consult Appendix A (Sample Agreement), Paragraph 9 (Payment Amounts and Telephone Billing Rates) for a full explanation of the potential changes to rates under the County's proposed rates structure.

- B. Paragraph 9.4, Inmate Telephone Billing Rates, of Appendix A, Sample Agreement, shall be deleted in its entirety and replaced as follows:

9.4 Inmate Telephone Billing Rates

Contractor shall charge for Collect and Pre-Paid Calls at the rates set forth in Exhibit C (Telephone Rates and Payment Schedule). These rates shall remain the same and fixed for the first three years of the Agreement.

Beginning three years after the commencement of the Term, Contractor may be permitted to raise the rates set forth in Exhibit C (Telephone Rates and Payment Schedule). Contractor may, at County's discretion, be permitted to increase such rates a total of two times during the remainder of the Term, including any extensions. Such increase shall be capped at the most recently published percentage change in the Bureau of Labor Statistics, Los Angeles-Riverside-Orange County, Consumer Price Index for Urban Consumers (CPI-U) for the 12 month period preceding the date of increase. Any changes to rates shall occur concurrently. Such changes shall be made by way of Amendment as required in Paragraph 6 (Change Orders and Amendments) and shall be mutually agreed upon and executed by the Board and Contractor.

Notwithstanding the above limitations on rate increases, Contractor shall be permitted to increase or decrease rates at any time, in order to pass through mandatory rate or charge increases or decreases, which are mandated by the Federal Communications Commission (FCC), California Public Utilities Commission (CPUC), or other governmental agency. Such changes shall be made by way of

Change Order as required in Paragraph 6 (Change Orders and Amendments) and shall be mutually agreed upon and executed by either or both County Project Director(s) and Contractor Project Director.

- C. Paragraph 9.5, Miscellaneous Fees, shall be added to Appendix A, Sample Agreement, as follows:

9.5 Miscellaneous Fees

Contractor shall only charge the miscellaneous fees incurred by call recipients for which revenue share to County is not realized that are expressly set forth on Exhibit C (Telephone Rates and Payment Schedule), and only in the amounts and at the rates set forth on Exhibit C (Telephone Rates and Payment Schedule). These rates shall remain the same and fixed for the first three years of the Agreement.

Beginning three years after the commencement of the Term, Contractor may be permitted to raise the rates set forth in Exhibit C (Telephone Rates and Payment Schedule). Contractor may, at County's discretion, be permitted to increase such rates a total of two times during the remainder of the Term, including any extensions. Such increase shall be capped at the most recently published percentage change in the Bureau of Labor Statistics, Los Angeles-Riverside-Orange County, Consumer Price Index for Urban Consumers (CPI-U) for the 12 month period preceding the date of increase. Any changes to rates shall occur concurrently. Such changes shall be made by way of Amendment as required in Paragraph 6 (Change Orders and Amendments) and shall be mutually agreed upon and executed by the Board and Contractor.

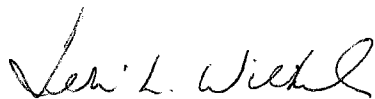
- D. **Questions pertaining to only information provided in this Bulletin Number 3 may be submitted to Contract Analyst Amy Wang via e-mail at acwang@lasd.org no later than Wednesday, May 12, 2010, before 3 p.m. (pacific standard time).** Questions submitted after the above specified deadline will not be accepted.
- E. The release date of responses to all questions received prior to, during and after the Mandatory Proposers Conference and to this Bulletin Number 3, and the proposals due date are postponed. A revised timeline will be released at a later date.

May 5, 2010

All other Terms and Conditions of this RFP remain in effect.

Sincerely,

LEROY D. BACA, SHERIFF

A handwritten signature in cursive script, appearing to read "Teri L. Wilhelm".

Teri L. Wilhelm, Director
Fiscal Administration