



*Erroy D. Baca, Sheriff*

*County of Los Angeles*  
**Sheriff's Department Headquarters**

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



July 1, 2010

**BULLETIN NUMBER 5  
REQUEST FOR PROPOSALS (RFP)  
INMATE TELEPHONE SYSTEM AND SERVICES  
BID NUMBER RFP 388-SH**

This Bulletin Number 5 is being issued to provide revisions to RFP documents and responses to questions that were received. The responses are final and become part of the RFP.

- A. Appendix A, Sample Agreement, Section 4.5, Project Status Reports by Contractor, shall be deleted in its entirety and replaced as follows:

4.5 Project Status Reports by Contractor.

In accordance with the procedures set forth in Paragraph 4.0 of Exhibit B (Statement of Work) and in order to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall timely provide the concerned County Project Director and/or County Project Manager with all written reports required pursuant to Paragraph 4.0 of Exhibit B (Statement of Work) and such other information as the concerned County Project Director or County Project Manager may from time to time reasonably request (collectively "Project Status Reports").

- B. Appendix A, Sample Agreement, Exhibit D, Performance Requirements Summary, is deleted in its entirety and replaced with the revised attached Appendix A, Sample Agreement, Exhibit D, Performance Requirements Summary.
- C. Appendix H, Link to Listing of Contractors Debarred in Los Angeles County, is deleted in its entirety and replaced with the revised attached Appendix H, Link to Listing of Contractors Debarred in Los Angeles County.
- D. Appendix L, Inmate Telephone System (ITS) and Services Functional

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Capabilities and Features, is deleted in its entirety and replaced with the revised attached Appendix L, Inmate Telephone System (ITS) and Services Functional Capabilities and Features, to add Items Number 21 and 22.

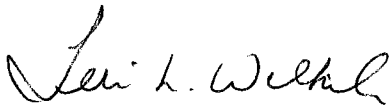
- E. The proposal due date and time has been revised to **August 5, 2010, at 3:00 p.m. Pacific Standard Time.**
- F. The Department's responses to questions received from vendors follow on the next page of this Bulletin.

All other terms and conditions of this RFP remain in effect.

Should you have any questions, please contact Amy Wang, Contract Analyst, via e-mail at [acwang@lasd.org](mailto:acwang@lasd.org).

Sincerely,

LEROY D. BACA, SHERIFF



Teri L. Wilhelm, Director  
Fiscal Administration

**Questions and Responses:**

1Q	How many inmates in 2009?
1R	The total number of Sheriff's Department inmates in 2009: 228,960 inmates  In addition, there were 15,126 detainees at the Mira Loma Detention Center (U.S. Immigration and Customs Enforcement (ICE) detainees
2Q	How many minutes were used in 2009?
2R	77,698,436 minutes were the total number used by the Sheriff's Department inmates and detainees in the calendar year 2009; 336,769 minutes were the total number used by the Probation Department detainees in the calendar year 2009.
3Q	Who is the current Contractor?
3R	Global Tel*Link
4Q	Are they going to bid on your RFP or do you need a new contractor?
4R	It is unknown who will submit proposals in response to this RFP.
5Q	Do you know how many inmates will be discharged by the end of 2010?
5R	No. The number of Sheriff's Department inmates released from custody is influenced by a variety of factors including Federal and State mandates, overcrowding mitigation efforts, fiscal considerations and the like.
6Q	The news reports say that the governor may let 6,000 inmates released and if that happens, when would that be and how many of them would be from the Los Angeles County system?
6R	The Governor does not release inmates from the Los Angeles County Jail System. The number being referenced is associated with the California State Prison System, as opposed to the Los Angeles County Jail System.
7Q	What does your educated guess think that will happen or do you think it will not happen?
7R	Release of prisoners from the California State Prison System holds complexity and is influenced by factors outside of the Sheriff's Department's control and knowledge. As such, the Sheriff's Department is unable to make an "educated guess" on what the end result will be of this dynamic and evolving situation.
8Q	What is the average monthly number of Pro Per inmates?
8R	The monthly combined Pro Per count for male and female inmates ranges between 80 to 90 inmates.

9Q	What is the average monthly number of ICE inmates?
9R	The monthly number of ICE detainees ranges on average between 1,100 to 1,300 detainees.
10Q	Are visitation phone calls to be recorded? If so, how many pairs of visitation phones are there total?
10R	Visitation phones are not currently part of the Inmate Telephone System (ITS) and Services RFP and as such, there is no requirement or expectation the Contractor will monitor/record these calls.
11Q	Would recent (last 2 years) organization-wide staff reduction (layoff) information, such as the number of people laid-off, be important to the County? Such organization-wide staff reduction will reflect the level of service a vendor can provide to the County.
11R	While proposers are required to provide detailed information about their organization that they deem relevant to their ability to fulfill all contract requirements as specified throughout the RFP (inclusive of line, back office, and administrative support staffing), there is no affirmative obligation to specifically disclose a two (2) year reporting in staffing reductions.
12Q	Do you know how much time you will need for all the new phones to be installed?
12R	While the exact timeline to have all new Inmate telephones installed throughout the Sheriff's Department Custody and Detention Facilities and the Probation Department Detention and Camp Facilities will be determined between the awarded Contractor and the Sheriff Project Manager and Probation Project Manager, and the phased integration shall be accomplished in accordance with the requirements of Appendix B, Statement of Work Section 3.3, Phased Integration of New Inmate Telephone System, it is anticipated the completed installation of Inmate telephones at all Sheriff's Department Custody and Detention Facilities and the Probation Department Detention and Camp Facilities will take a number of months.
13Q	Based upon the questions received from other vendors, will there be an opportunity to submit more questions or responses based on others' questions and answers?
13R	There will be no more follow-up questions.
14Q	Proposers <b>must</b> meet the Minimum Mandatory Requirements set forth in this RFP Section 1.4. Failure of a Proposer to meet <u>all</u> of the minimum mandatory requirements may result in the elimination of the proposal from further consideration (see RFP Section 3.2, Adherence to Minimum Mandatory Requirements).  If a Proposer fails to meet one of the minimum mandatory requirements, will their proposal be eliminated?

14R	In accordance with Section 1.4, Minimum Mandatory Requirements, of the RFP, the failure of a Proposer to meet one of the Minimum Mandatory Requirements <u>may</u> result in the elimination of the proposal from further consideration.
15Q	<p>Proposer must have a minimum of three (3) consecutive years experience providing inmate telephone services to at least one federal, state, or county inmate custody system, for one (1) single agency consisting of one (1) or more jails, with a minimum of 10,000 completed inmate calls per day system wide.</p> <p>a) Does the County require the proposer's experience be as a prime contractor?</p> <p>b) Given that some vendors use different platforms in different sized facilities, is the County requiring that proposer's experience be with the same platform as proposed for LA County?</p>
15R	<p>a) Yes. The primary contractor must meet the Minimum Mandatory Requirements set forth in Section 1.4 of the RFP in order to be qualified as a Proposer.</p> <p>b) No. The Contractor's experience does not have to be with the same platform; however, the Contractor's platform provided under this Agreement shall be required to perform to the standards set forth in the RFP.</p>
16Q	<p>RFP Section 2.7.8 Acceptance of/Exceptions to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work (Section F). Pages 36 &amp; 37</p> <p>A. ...Unless expressed otherwise by the Proposer in its Proposal, Proposer is deemed to have accepted the terms and conditions in the Sample Agreement, and the Additional Terms and Conditions.</p> <p>To the extent that exceptions presented on Form F do not become physically incorporated into the Sample agreement and a conflict arises, the Order of Precedence puts the RFP Response too far down the list to give fair effect to the Proposer's offer. In order to give the appropriate effect to the Contract to be performed pursuant to this RFP, the Order of Precedence must be re-arranged such that Contractor's Proposal falls third, after the Agreement and the Additional Terms and Conditions. Only in this way is the Proposer and LA County ensured that each is receiving the full benefit of the offer as accepted. Since the solicitation represents the County's minimum requirements, which</p>

	<p>are provided to the public for the purpose of being fulfilled and possibly exceeded through the submission of unique and proprietary solutions proposed by the Bidder, the ranking of the RFP document at any level higher than last diminishes the County's ability to enforce the obligations the Bidder has agreed to meet, and circumvents the rights the Bidder has secured for itself through the County's acceptance of its offer. In the unlikely event that the County selects an offer that requires no modifications, than the ranking of RFP as the last document in the order of precedence is of no consequence to the proper performance of the contract, as no higher-ranked document would conflict with its terms and conditions. However, in the more likely event that the County selects an offer that presents a unique and proprietary method for meeting the RFP's requirements, such methods must be afforded full force and effect by acknowledging that the offer as presented, and possibly modified through negotiation, is the premier representation of the Contract.</p> <p>Would County rearrange the Order of Precedence such that the RFP Response is third in importance for the understanding of what comprises the Agreement?</p>
16R	<p>No, County will not consider rearranging the order of precedence of the documents at this time. It is the County's intent during Agreement negotiations to incorporate agreed upon exceptions, if any, and/or make necessary revisions to the final Agreement so that no conflicts or inconsistencies exist.</p>
17Q	<p>In RFP Section 3.0, Selection Process and Evaluation Criteria, 3.1-Selection Process</p> <p>The County additionally reserves the right, in its sole discretion, to enter into simultaneous negotiations with more than one Proposer, at the same time or separate times, and to terminate negotiations with any Proposer with which it is negotiating, at any time, also as determined by the County.</p> <p>Based on the evaluation criteria and minimum mandatory requirements, how will the County determine which vendors it will enter into with for these negotiations?</p>
17R	<p>Pursuant to Section 3.1, Selection Process, of the RFP, all proposals will be evaluated, scored, and ranked in numerical sequence from high to low. Negotiation shall start with the highest ranking qualified proposer.</p>
18Q	<p>Appendix A, Sample Agreement, Section 4.5 - Project Status Reports by Contractor</p> <p>Section 4.0 of Attachment B Statement of Work defines the reporting requirements. Vendor requests deletion of this weekly reporting requirement on the grounds that this is a zero-cost contract and there are no expenditures</p>

	for the County to monitor.
18R	Pursuant to Section A of this Bulletin Number 5, the County has modified Appendix A, Sample Agreement, Paragraph 4.5, Project Status Reports by Contractor, to reference the reporting requirements in Paragraph 4.0 of Exhibit B, Statement of Work.
19Q	We understand the advantage to the County to have the MAG paid up front and in the County budget; allowing for County flexibility in budgeting and funds allocation - more than a monthly payment would allow. Would the County consider mandating the up-front payment, so that evaluation/scoring of the MAG can be equal for all vendors? If not, what is the overall advantage from a solicitation scoring and/or financial evaluation methodology for a vendor to pay the MAG up front vs. monthly?
19R	The County has elected to afford Proposers the option of paying the MAG either as a lump sum or in 12 equal payments, and the County intends to retain this option.  While manner of payment is not scored, it is up to the Contractor to determine which manner of payment they perceive best meets their business needs and those of the County.
20Q	If the new telephones we install cost us \$ 400.00 per phone and you need 4,010 phones that will cost us \$1,604,000.00 before we get started collecting any revenue.  In Section 9.1, the RFP is requesting a minimum mandatory requirement of \$15,000,000.00  Can that amount be spread out after the first year and over time? That would allow my company to get the revenue and cover our costs over the first year and therefore spread out any risk.
20R	No. In accordance with Appendix A, Sample Agreement, Paragraph 9.1, Minimum Annual Guarantee (MAG), the MAG payable to the Sheriff's Department must either be paid in full at the beginning of the Agreement and annually thereafter, or spread out in twelve equal monthly payments over the first year and this pattern replicated for the duration of the Agreement.
21Q	Appendix A, Sample Agreement, Paragraph 9.3.2 - Would the County agree to add a provision to enable the adjustment of the MAG amount annually, on a forward-going basis, in the event of a calling volume change (either either up or down) of more than, say, 10%?
21R	No. While the MAG will be fixed for the term of the Agreement, it is in both parties best interest to work jointly on strategies to ensure call volume achieves levels necessary to meet (or exceed) the MAG requirement.

22Q	<p>Contractor shall pay to County an annual MAG payment to the Sheriff's Department and to the Probation Department, in accordance with the payment method agreed upon between County and Contractor listed in Exhibit C (Telephone Rates and Payment Schedule), as stated below:</p> <p>9.1.1 Contractor shall pay the Sheriff's Department an annual MAG of Fifteen Million Dollars (\$15,000,000) by January 31st of each Agreement year,</p> <p style="text-align: center;">– OR –</p> <p>Contractor shall pay the Sheriff's Department a monthly MAG of One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000) within ten (10) calendars days of the beginning of each month during the Agreement.</p> <p>9.1.2 Contractor shall pay the Probation Department an annual MAG of Fifty-Nine Thousand Dollars (\$59,000) by January 31st of each Agreement year. RFP section 9.1</p> <ol style="list-style-type: none"><li>1. Would the County consider alternatives to the fixed payment amount?</li><li>2. Could the County clarify how this MAG will impact the minimum % of commission payment? Is the MAG a subset payment of the annual (minimum) 53% commission (Section 1, 1.4.3) or is it in addition to the commission? Section 9.3 suggests that any commission above the MAG amount is true-up at year end, but the precise implications of the formula are not clear. Would the County please clarify?</li></ol>
22R	<ol style="list-style-type: none"><li>1. No. Payment of the annual MAG in one lump sum payment, or in monthly installments which will satisfy the MAG over a twelve month period, is required.</li><li>2. The MAG does not affect the commission percentage. The MAG will be paid in either one lump sum at the beginning of each Agreement year or 12 equal monthly payments which will jointly satisfy the MAG annually. Revenue generated by call volume will be compiled and reported monthly by the Contractor to the County, as well as the corresponding County commission based on the agreed percentage of revenue split. At the end of the year, the total revenue (and more specifically, the total of County Earned Commission) will be compared to the \$15,000,000 MAG. If County Earned Commission exceeds the \$15,000,000 MAG, the Contractor shall pay the County the difference as a "True-up." No other implications are present. In other words, the MAG is simply the first \$15,000,000 in County Earned Commission, and anything earned in excess of \$15,000,000 will be trued up and paid to County at the end of the Agreement year.</li></ol>



23Q	<p>Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 2.0, Dispute Resolution Procedure, Subparagraph 2.2.1, Continued Work</p> <p>If the basis of a dispute is caused by a County action that renders Contractor incapable of performing, can the County confirm that Contractor shall not be responsible for additional costs incurred by the County?</p>
23R	<p>See Paragraph 2.2.2 under Sec. 2.2 - Continued Work in Exhibit A, Additional Terms and Conditions.</p>
24Q	<p>Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 3.0, Confidentiality, Subparagraphs 3.1.1 &amp; 3.1.2</p> <p>These two paragraphs refer to the confidentiality of all records and information obtained during the course of the contract, and indemnifying County from and against any and all claims, demands, damages, etc....</p> <p>Can the County add in these two Sections 3.1.1 and 3.1.2, that they must be made mutual, to capture County's liability for the County's potential misuse of call recordings?</p>
24R	<p>No, the Confidentiality provisions will not be modified at this time. Refer to RFP Paragraph 2.7.8, Acceptance of / Exceptions to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work.</p>
25Q	<p>Exhibit A, Additional Terms and Conditions, Paragraph 3.3, Contractor Information</p> <p>County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential".</p> <p>Given the highly competitive environment that defines the inmate telephone service industry, and the mandatory disclosure of unique, sensitive and proprietary details describing the inmate telephone systems that are being bid for County's contract, will County afford Contractor the same level of deference with respect to the release of Contractor's proprietary and confidential information as Contractor is required to afford County under Section 3.2.2?</p> <p>Will County acknowledge the critical business and public safety issues associated with release of Contractor's proprietary and confidential information by replacing its offer to undertake reasonably the effort to maintain the confidentiality of these materials with an agreement to "make best efforts" to do so?</p>
25R	<p>No, the Contractor Information provisions will not be modified at this time.</p>

	Refer to RFP Paragraph 2.7.8, Acceptance of / Exceptions to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work.
26Q	<p>Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 5.0, Termination for Default, Subparagraph 5.3. Termination for Default</p> <p>If, after County has given notice of termination under the provisions of this Paragraph 5.0, it is determined by County that Contractor was not in default...the rights and obligations of the parties shall be the same ...</p> <p>What steps will the County take to mitigate the damage caused to the Contractor caused by erroneous Termination for Default?</p>
26R	None.
27Q	<p>Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 17.0, Contractor Responsibility and Debarment, Subparagraph 17.3</p> <p>County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following...”</p> <p>Vendor requests that the County modify the wording of this provision to limit its ability to act to only contract term violations that have not been cured.</p>
27R	The Contractor Responsibility and Debarment provision will not be modified. The provision is not negotiable, as it is legally required pursuant to the Los Angeles County Code Chapter 2.202.
28Q	<p>Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 18.0, Compliance with Applicable Laws, Subparagraph 18.1- In the performance of this Agreement, Contractor’s shall comply with all applicable Federal, State, and local laws...” 18.2</p> <p>Insofar as County’s own officers, employees and agents will also have access to data and information that is subject to Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, not the least of which are the call recordings of inmate calls that are the property of the County, will County agree to make this requirement mutual such that County shall be responsible under the law and applicable rules, regulations, ordinances, guidelines, directives, policies and procedures for its own acts and omissions?</p>
28R	No, the Compliance with Applicable Laws provision will not be modified at this time. Refer to RFP Paragraph 2.7.8, Acceptance of / Exceptions to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work.

29Q	<p>Appendix B, Statement of Work, Section 2.2.2, Physical Safeguards</p> <p>All Telephone Instruments <b>shall be both water and fire resistant</b>, and have key-locked mountings to the wall. All other Inmate Telephone Instrument associated equipment, including outdoor installations, shall meet the County's safety and security standards as determined by the Sheriff Project Manager and Probation Project Manager.</p> <p>We have done extensive research to identify a fire resistance code or specification related to inmate telephones or telephone components and have not found any such item. Since the inmate telephone provider is ultimately responsible for the replacement of facility telephone stations due to vandalism, breakage or fire, we request that the County remove the requirement for fire resistant telephone instruments.</p>
29R	<p>The County will retain this requirement in keeping with the following: The custody environment presents unique security concerns which frequently create hardware challenges. While acknowledged the Contractor could be required to replace telephone instruments for a variety of causes which may include fire or vandalism, the County's intent is broader than seeking mere replacement in instances of vandalism or other breakage. The County has a safety and security responsibility which requires infrastructure additions consider the unique environmental needs, wherein target hardening is paramount to facility security. Specifications in instruments being water and fire resistant are in place, in large part, to address this target hardening need. Ultimately, any proposed instruments intended for use are to meet the County's safety and security standards as determined by the County Project Manager. The County intends to use a reasonableness standard in keeping with telephone solutions which exist presently in the marketplace and in relation to that proposed. Refer to RFP Paragraph 2.7.8, Acceptance of / Exceptions to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work.</p>
30Q	<p>Appendix B, Statement of Work, Section 2.3, Class of Service, Section Subsection 2.3.2.5, Prepaid Call Services</p> <p>Reference is made to kiosks for use outside the confines of correctional facilities. It implies that deposits at these kiosks would be made by family and friends of inmates but does not specifically say so. It also indicates that deposits would be made into inmate accounts but does not specify type of inmate account e.g., trust, commissary, telephone PIN Debit, etc.</p> <p>Please provide specific details as to who might use these kiosks and which type(s) of inmate account might receive such deposits.</p>

30R	The kiosks would be used by family and friends of a Sheriff's Department Inmate to deposit funds into the Inmate Trust Account. Funds would then become available for a variety of purposes including use of the Inmate telephones, commissary, vending, medical co-pay and the like. External kiosks could also be used to establish Pre-Paid Accounts for family and friends.
31Q	<p>Appendix B, Statement of Work, Section 2.3, Class of Service, Subsection 2.3.3, Speed Dial, No Cost Calls To Other Entities</p> <p>Contractor may be required at any point during the Term of the Agreement to add additional speed dial configurations, if any, at the discretion of the concerned County Project Director at no cost to the Inmate or entity.</p> <p>Given that our proposal response is submitted in accordance with the best known factors associated with the provision of service to the County at the time of bidding, any radical change to the volume of, and ratio of, free calls to revenue-generating calls will affect the business case on which this Proposal is based, especially in light of the \$15M annual MAG. What considerations will the County give to negotiating modifications to the MAG or the call rates in the event that this specific requirement drives up the volume of mandatory free calls to the detriment of the Vendor's business case?</p>
31R	The County understands free phone calls directly affect the vendor's business case and the County's revenue share. As such, use of speed dials are zealously guarded by the County. While no MAG modification provision will be made, the County reiterates speed dial configurations as a limited application intention, with minimal adverse impact to both the Contractor and County desired.
32Q	<p>Appendix B, Statement of Work, Section 2.2.5, Electrical Requirements</p> <p>ITS servers and recording equipment must remain operational during a temporary loss of power and shall have an uninterruptible power supply (UPS) system capable of operation for a minimum of eight (8) hours. Contractor's UPS system shall operate in conjunction with the Sheriff's and Probation Departments generator back-up power supply, which is set for a two (2) minute wait to switch over to generator power from the power company supply. UPS requirements will vary by facility, and as such, the power supply at each facility shall be modified accordingly to provide eight (8) hours of uninterrupted back-up power. In addition, a system alert mechanism shall be established to notify the Contractor immediately upon any loss of power to the ITS.</p> <p>a) Please clarify that each of the County's facilities has generator backup power.</p> <p>b) Normally the Inmate Phone Service requires an industry standard of 30</p>

	<p>minutes of UPS backup power for the phone system to operate until the generator comes on line. In addition, an 8 hour UPS back-up requires a significant amount of space. Would the County change this requirement from 8 hours of UPS backup power to the industry standard of 30 minutes.</p>
32R	<p>a) Yes, each of the County's facilities has back up generators.                  b) The County will retain the stated requirement of 8 hours uninterruptible power supply. Refer to RFP Paragraph 2.7.8, Acceptance of / Exceptions to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work.</p>
33Q	<p>Appendix B, Statement of Work, Section 2.2.7, Environmental Requirements</p> <p>The Inmate Telephone Instruments will be installed in all existing indoor and outdoor telephone sites and may require the installation of Telephone Enclosures. The Contractor shall be responsible for any changeover costs associated with the installation of Inmate Telephone Instruments, associated equipment, and enclosures. The Contractor's type of Telephone Instruments and enclosures shall be subject to written approval by Sheriff Project Manager and Probation Project Manager.</p> <p>What type of enclosures? How many enclosures will be needed/added?                  Where will these enclosures be located?</p>
33R	<p>Enclosures are generally for outdoor telephones where exposure to the elements exists. Industry standard metal enclosures for public telephones which guard phones from heat, rain, etc, are that referenced and expected. These sorts of enclosures are found at various custody facilities and locations throughout the custody environment presently. All prospective Proposers were afforded opportunity to see the telephones, their enclosures and locations during the Mandatory Custody Facilities Site Visit. For example, South Facility has approximately 150 outdoor phones with pedestals/enclosures presently, and PDC – East Facility has 15 wall-mounted phones with enclosures. The Probation Department does not have any outdoor inmate telephones.</p> <p>While no significant changes are currently anticipated to the Sheriff's Department's location and number of enclosures, the County Project Director retains the right to add enclosures if/where the County determines such need.</p>
34Q	<p>Appendix B, Statement of Work, Section 2.3.2.7, Pre-Recorded Call Branding Announcement</p> <p>When an inmate places a call, the ITS shall announce the following to the Inmate: "This telephone call may be monitored or recorded. To consent to the monitoring or recording of this call, please press &lt;keypad digit&gt; now. The</p>

	<p>use of special calling features is not permitted during this call.”</p> <p>Would it be acceptable to the County if the ITS played a prompt to the inmate, when placing a call, that his or her call will be monitored or recorded? If the inmate does not wish to be recorded they would simply hang up.</p>
34R	<p>No, the County requires the “active” acceptance from the Inmate placing the telephone call.</p>
35Q	<p>Appendix B, Statement of Work, Section 6.0, Proof of Concept</p> <p>In either event, implementation would require the ability to query, set aside and debit monies in the Inmate's Inmate Trust Account through a developed or enhanced interface for telephone usage, at predetermined limits and thresholds as determined by the Sheriff Project Director. All costs associated with this Proof of Concept would be borne by the Contactor.</p> <p>a) Will the County commit to the ITS provider that the commissary vendor must work to mutually create an interface that will meet the County's needs for future kiosk implementation?</p> <p>b) Without clear specifics on the interface design, usage, deployment, impact to current call volumes and other cost factors it would be impossible for any Contractor to accurately forecast future expenses to meet this requirement. Will the County consider establishing a maximum dollar amount for Contractor commitment?</p>
35R	<p>a) While the current commissary Contractor has expressed interest in a joint solution, an Agreement would have to be reached between the parties, considering the business needs and benefits derived by both parties. While the telephone Contractor is expected to vigorously pursue viability of this option in that specific hardware and interface related benefits will be derived, and in recognition the County prefers existing infrastructure be utilized rather than additional pieces of hardware brought into custody, it is but one of the potential implementation methods.</p> <p>Alternate methods could be a “stand alone” solution whereby the Contractor uses their own kiosk, develops their own interface and/or uses the existing telephone key pad to help accomplish the Proof of Concept.</p> <p>b) While there is no maximum dollar amount associated with the Proof of Concept, the County will afford sufficient flexibility in how the Contractor may implement the Proof of Concept that the County does not believe it is inherently cost prohibitive. The County anticipates the Contractor will recognize the additional method of revenue the Proof of Concept will create, potential for Countywide application and therefore regard research and development costs as investment in future sustainability and growth. The</p>

	County is committed conceptually to development and implementation of the Proof of Concept and expects the Contractor meet this business need.
36Q	Appendix H, Link to Listing of Contractors Debarred in Los Angeles County  The link shown is broken. Will the County provide a different link or amended link?
36R	Pursuant to Section C of this Bulletin Number 5, the County has modified Appendix H, Link to Listing of Contractors Debarred in Los Angeles County, to provide a different link.
37Q	How many inmates are booked per day? How long do they stay in booking?
37R	The Sheriff's Department Inmate Reception Centers (IRC/CRDF Reception) receive on an average approximately 440 total new bookings each day (Male and Female), with equates to approximately 160,000 each year.  There is no set length of time a Sheriff's Department inmate stays in booking. While certain booking elements may only take a few minutes to complete, the entire process can range from an hour to multiple hours, depending on factors such as the number of inmates being processed.
38Q	What is the average length of stay for inmates?
38R	Currently, the average length of stay for an inmate in the Los Angeles County Jail System is approximately 54 days.
39Q	Are there any Bill Statement Fees (BSF) (a.k.a. Bill Rendering Fees) being charged currently for Collect Calls? If so, what is the amount?
39R	Any charges of this type will not be provided at this time.
40Q	Please provide Monthly Call Details which shows the following for the last 12 months: <ul style="list-style-type: none"> <li>A) <b>Collect Calls:</b> number of Calls, number of Minutes &amp; Gross Revenue for Local, IntraLata, InterLata and Interstate call categories</li> <li>B) <b>Prepaid Collect Calls:</b> number of Calls, number of Minutes &amp; Gross Revenue for Local, IntraLata, InterLata, Interstate and International call categories</li> <li>C) <b>Debit (Card) Calls:</b> number of Calls, number of Minutes &amp; Gross Revenue for Local, IntraLata, InterLata, Interstate and International call categories</li> <li>D) <b>Free Local Calls:</b> number of Calls &amp; number of Minutes</li> <li>E) <b>Any other type of Calling Options not listed above:</b> number of Calls, number of Minutes &amp; Gross Revenue for Local, IntraLata,</li> </ul>

	InterLata, Interstate and International call categories
40R	<p>Please see Attachment 3 of this Bulletin Number 5 for A), B), C), and E). D) Free local calls data is not available.</p>
41Q	<p>Please provide 2009 and the first quarter of 2010 call data as follows :</p> <ul style="list-style-type: none"> <li>• Call data broken out by call traffic type, including the number of calls, duration minutes, and call revenue.</li> <li>• Monthly ADP</li> <li>• Current Call Rate</li> </ul>
41R	<p>Please see Attachment 4 of this Bulletin Number 5 for call duration minutes and current call rates.</p> <p><u>2009</u>                      The total calls 4,664,098                      The total minutes 78,047,617                      The total revenue \$24,274,111</p> <p><u>4 ½ Months into Contract Year 2010</u>                      The total calls 1,793,520                      The total minutes 30,216,682                      The total revenue \$8,508,332</p> <p><u>MONTHLY AVERAGE INMATE POPULATION</u>                      Jan. 2009: 18,524                      Feb. 2009: 18,367                      Mar. 2009: 19,079                      Apr. 2009: 19,937                      May 2009: 19,778                      June 2009: 19,641                      July 2009: 19,455                      Aug 2009: 19,578                      Sept. 2009: 19,342                      Oct. 2009: 18,542                      Nov. 2009: 18,554                      Dec. 2009: 18,163                      Jan. 2010: 17,488                      Feb. 2010: 17,155                      Mar. 2010: 16,828                      Apr. 2010: 17,062</p>
42Q	<p>According to the Statement of Work (Appendix B, 3.4.3), it seems to state that the positions identified as Project Director, Project Manager, and System</p>



	Administrators (2) in the bid will be designated for full-time employees of the Contractor. In this instance, with regards to the County Policy on Doing Business with Small Business, which opportunities are designated for sub-contractors and Local SBE's? Why were these positions apparently eliminated from being filled by Local SBE subcontractors as they are currently held now?
42R	While subcontracting is generally permissible provided, consent is obtained from the County, the Contractor Project Director, Contractor Project Manager and Contractor System Administrators must be full-time Contractor employees. Such mandate is based upon the current business needs of the County.
43Q	The County of Los Angeles has emphasized their efforts on new programs supporting the "County Policy on Doing Business with Small Business". Will there be further consideration for Local SBE's that have invested in the County of Los Angeles by purchasing property and are headquartered in the County?
43R	There will be no further consideration other than the 5% SBE preference that will be applied to Proposers who are certified Local SBEs and request the preference. The preference will be applied to the proposed Inmate Telephone Billing Rates.
44Q	In RFP Section 1.33. local small business preference, how does that work? For the small business certification, the certification is required ahead of time for the 5% to be applied?
44R	Yes, the Proposer must submit with their proposal a copy of their Local SBE Certification Letter. The 5% SBE Preference will be applied in evaluating the proposed Inmate Telephone Billing Rates.
45Q	Where is the 5% applied and how?
45R	<p>The Inmate Telephone Billing Rates will be examined to determine the lowest price based on Appendix C, Telephone Rates and Payment Schedule, submitted in Section E of the proposal. Should one or more of the Proposers request and be granted the Local SBE Preference, the lowest bid price will be determined as follows:</p> <p>Five percent (5%) of the lowest Inmate Telephone Billing Rate submitted will be calculated, and that amount will be deducted from the rate submitted by all Proposers who requested and were granted the Local SBE Preference.</p> <p>Refer to Bulletin Number 3 for an explanation as to the evaluation of Inmate Telephone Billing Rates.</p>
46Q	If a small business does not process the 10,000 calls required as stated in RFP as being qualified to be in this business, how do you find the balance between a local company that may not necessarily qualify?

46R	While the County encourages local small business participation, the nature of this service dictates the 10,000 completed inmate calls per day system wide requirement as set forth in Paragraph 1.4.1, Minimum Mandatory Requirements, of the RFP.
47Q	A primary vendor meets the qualification and uses a small business that does not, it still gets the small business certification credit and you're not expecting the small business to meet all the same requirements as the prime vendor?
47R	The 5% Local SBE Preference is only applied to the primary vendor who if the primary vendor qualifies under the Minimum Mandatory Requirements and submits the proposal. If the Proposer is not a certified Local SBE but uses a certified small business as a subcontractor, the primary vendor's proposal is not entitled to the 5% preference.
48Q	What section was that that described subcontracting?
48R	Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 1.0, Subcontracting.
49Q	RFP 2.7.5.3 - [Entire section – "Recording Storage"] It is not clear if this section concerns the archiving of ALL inmate calls to removable media, or if the 1 <sup>st</sup> paragraph addresses archiving of ALL inmate calls to any backup storage media and the 2 <sup>nd</sup> and 3 <sup>rd</sup> paragraphs address backup of specific inmate calls to removable media for purposes of carrying the calls to off-site venues (e.g. court). Could the County please clarify the intent of these requirements?
49R	The County requires the ITS to provide capability to record 100% of all Inmate calls, archiving them for a period of one (1) year, and making them "available" for transfer to removal media (making copies of call recordings), on an as needed basis by investigators, County Project Director, and/or County Project Manager. Refer to Appendix B, Statement of Work, Section 2.13.
50Q	Appendix B, Statement of Work, Section 2.3.2.3 - "Inmate identification by verifying an Inmate personal identification number (PIN) is required for Pre-Paid Calls."  Are PINs required ONLY for pre-paid calls?
50R	Presently, yes. This section refers to the PIN which is required to be printed (and hidden from view until scratched off by the Inmate) on the back of Pre-Paid Phone Cards.
51Q	Appendix B, Statement of Work, Section 2.6 & 2.6.1 - Entire section – "Authorized Call Lists"  The "Authorized Call Lists" described in this section are tied to individual inmates. Since inmates are not identified by PIN when placing calls (even for prepaid calling card calls, the PIN is the card's PIN and not the inmate's PIN),

	<p>how can the ITS determine which inmate's Authorized Call List is to be accessed to check for an allowed call?</p>
51R	<p>The Inmates with "Authorized Call Lists" (i.e. K-10 Keep Aways ) are "assigned" a single calling card with a PIN (actually assigned the Inmate). The Authorized Call List can be assigned to that particular PIN, which will limit the calls the Inmate makes to those on his Authorized Call List.</p>
52Q	<p>Appendix B, Statement of Work, Section 3.5.8 - "The Contractor's Technical Support Center shall notify Sheriff Project Director and Probation Project Director of any observed technical problems or abnormal conditions via System email, Contractor-provided System Administrative Consoles, or via electronic mail, in person, or by telephone during Normal Business Hours."</p> <p>Would the county consider defining a schedule of appropriate contact methods by classification of problem observed, e.g. phone call for critical problem but only email for routine problem?</p>
52R	<p>The County requires the Sheriff Project Director and Probation Project Manager be notified when a problem is detected. Because of the variety of problems which could develop, it shall be the Contractor's responsibility to determine, based on the nature of the problem and severity, the manner most appropriate for the circumstances.</p> <p>The Contractor is encouraged to review Appendix A, Statement of Work, in its entirety for a broad understanding of County expectation in reporting protocols. In addition, Section 3.5.3 of Appendix A, Statement of Work, aids by identifying distinction in what the County classifies as Critical, Severe, Minor and Cosmetic issues.</p>
53Q	<p>Appendix B, Statement of Work, Section 3.6.6 - "Approximately 200-300 Sheriff's Department and 20 Probation Department members will require system investigative and/or administration training at intervals requested by the Sheriff Project Director and Probation Project Director."</p> <p>Can the County provide an approximate estimate of the number of trainees that they wish to attend each training session?</p>
53R	<p>The number of trainees associated with each session is different, but generally range between 20-35 students per class. The dates of the Contractor provided training will be mutually agreed by the County and the Contractor, on an on-going basis and as needs arise.</p>
54Q	<p>Appendix B, Statement of Work, Attachment 2.1 - The Facilities and phone count list is segmented under headings "Custody telephones," "Stations phones," and "Courts phones." These terms are not defined in the RFP. Is there any difference in the form, fit, or function of the telephones under these three classifications, or are these segmentations simply due to different types</p>

	of facilities?
54R	The segmentations are simply the different types of facilities.
55Q	<p>Appendix L, Inmate Telephone System (ITS) and Services Functional Capabilities and Features, Item Number 5 - "The System is capable of displaying data on copied files containing each user's information including, but not limited to, user name, date and time of each copy."</p> <p>Can the County please expand upon this requirement? Is this related to making removable media copies of call recordings? What are the files that are copied? Does "user's information" refer to the person making the copy or other?</p>
55R	Yes, the County requires that when a file is copied by an ITMS user (i.e. investigator), the "User's information," referring to the actual person logged into the System and making the removable media copies of call recordings, including the date and time of the recording, is available for administrative review as indicated in Appendix B, SOW, Sec. 1.2 - Overview.
56Q	<p>Appendix L, Inmate Telephone System (ITS) and Services Functional Capabilities and Features, Item Number 9 - "...or by sending calls to a designated telephone number (e.g. cell phone, home phone, or office phone without an extension)."</p> <p>Does this requirement mean that ANY call could be forwarded to a designated number or only specially pre-designated "alert" called numbers?</p>
56R	Yes, the County requires ANY "monitored" Inmate calls could be forwarded to a designated number.
57Q	<p>RFP Section 2.7.5.2 - Proposer must describe efforts it will take to initiate billing agreements and/or direct billing with cell phone service providers and/or associated destination numbers/account holders for purposes of pre-paid and/or collect cellular calling expansion</p> <ol style="list-style-type: none"> <li>1. Please confirm that County will allow Prepaid calling to cell phones.</li> <li>2. Does the existing vendor provide calling service to cell phones?</li> </ol>
57R	<ol style="list-style-type: none"> <li>1. Yes</li> <li>2. Yes</li> </ol>
58Q	<p>Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions 13.1</p> <p>Indemnity is an extremely strong provision and usually pertains only to liabilities arising from personal injury, death, property damage, or Intellectual Property violations. Also, the provision, as written, requires the contractor to insure the County for "any and all liability", without the qualification that the</p>

	<p>liabilities must relate to the contract or the contractor. In addition, putting liabilities under an indemnity provision means that the contractor has to indemnify without being able to raise the question of whether the contractor or the contract has anything to do with the loss.</p> <p>A separate Liability clause is the normal provision for addressing liabilities, other than the classic ones above, and classifying them this way, makes them amenable to obtaining insurance at a reasonable cost. Putting an unqualified "any and all liability" obligation under indemnity provision, in fact, makes it almost impossible to insure against, making the RFP essentially unbiddable. Can we have a separate section that addresses Liability?</p>
58R	<p>In accordance with Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 13.1, Indemnification, Contractor is required to indemnify the County from and against any and all liability arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement. Indemnification of the County by the Contractor is considered appropriate as the Contractor is most knowledgeable concerning the work to be performed and responsible for the work process itself. The Contractor is in the best position to manage its operational risks and to accept responsibility for, and to finance, liability which may arise from the contracted work. The indemnification provision will not be modified at this time. Refer to RFP Paragraph 2.7.8, Acceptance of / Exceptions to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work.</p>
59Q	<p>Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions 13.2.1 bullet 1; 13.2.2; 13.3.1</p> <p>Can we assume that "additional insured" has the same sense as in 13.1, namely, "additional insured, to the extent arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this agreement". Otherwise the bidder is being asked to insure the County for risks that have nothing to do with the Contractor or the Contract.</p>
59R	<p>Contractor's responsibility is limited to Contractor's acts and/or omissions arising from and/or relating to the Agreement.</p>
60Q	<p>Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions 13.2.1 bullet 2</p> <p>Providing renewal Certificates within 10 days prior to expiration is a much shorter delivery requirement than the insurance industry can normally comply with. There is no problem agreeing to not let insurance lapse, but the insurance industry can take a while to process the renewal (always before expiration, but sometimes not in sufficient time to deliver a certificate 10 days before expiration). Can this be changed to "as soon as possible"?</p>

60R	The insurance provision will not be modified at this time. Refer to RFP Paragraph 2.7.8, Acceptance of / Exceptions to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work.
61Q	Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions 13.2.1 bullet 3; 13.2.9; 13.2.13; 13.3.4  If the bidder is a very large international firm with high revenues that chooses to have a high deductible to be competitive with its peer corporations, can the requirement for self-insurance above \$50,000 be waived based on the credit of the firm?
61R	The insurance provision will not be modified at this time. Refer to RFP Paragraph 2.7.8, Acceptance of / Exceptions to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work.
62Q	Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions 13.2.1 bullet 2  Most large corporation insurance policies are confidential, proprietary, competitively sensitive, and cannot be released. Can we have a provision whereby the insurance company provide whatever additional certifications might be needed by the County of LA?
62R	The insurance provision will not be modified at this time. Refer to RFP Paragraph 2.7.8, Acceptance of / Exceptions to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work.
63Q	Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions 13.3.4 bullet 2  Can we assume that the bidder will not be given exclusive use of County owned or leased property, and therefore, will not need this insurance?
63R	Contractor employees may need to work at a designated custody facility on an as needed basis, to be determined by the County to perform the required work under the Agreement; therefore, Proposer shall provide the Property Coverage required pursuant to Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Subparagraph 13.3.4.
64Q	The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a "Local Small Business Enterprise" (Local SBE) consistent with Chapter 2.204.030C.1 of the Los Angeles County Code.  RFP: Section 1.35.1 Transitional Job Opportunities Preference Program  In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors

	<p>consistent with Chapter 2.205 of the Los Angeles County Code.</p> <p>1. Would the County elaborate on how the preferences referenced in these 2 requirements will be applied against the vendor selection scoring and how they will be weighted?</p>
64R	<p>Please see Question and Response 45 for an explanation of how the SBE Preference will be applied. The Transitional Job Opportunities Preference Program will be applied in the same manner.</p>
65Q	<p>County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting).</p> <p>Do the subcontract approval requirements apply to telecommunications services obtained from Local Exchange Carriers?</p>
65R	<p>Those performing work under the Agreement who are not employees of the Contractor, would generally be considered subcontractors, subject to the approval requirements.</p> <p>For example, if the Contractor desired customer service staff or technicians performing repairs on phones at Sheriff's facilities to be employees of a third party contractor, this would qualify as subcontracting and approval requirements would apply.</p> <p>This, as is unlike the Local Exchange Carrier example cited and other examples where there might be an entity needed for the Contractor to deliver services, and these entities might fall outside the bounds of a subcontracting relationship.</p>
66Q	<p>The Contractor shall be required to develop and submit detailed plans for the provision of necessary telephone equipment and the phased integration of the new ITS, while minimizing the impacts to current Inmate telephone system operations. The detailed plan is due thirty (30) calendar days following the effective date of the Agreement. Any Contractor planned facility modifications shall require the concerned County Project Manager's prior written approval. Should Contractor elect to utilize existing Telephone Instruments, Contractor shall at its own risk, cost, and expense enter into an agreement with GTL to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current inmate telephone system and services agreement.</p> <p>This requirement appears to provide preferential status to the incumbent</p>

	<p>vendor since they would be allowed to a) keep the existing phones without incurring added capital expense and or b) charge an undetermined amount to the new vendor for retaining their equipment.</p> <p>Would the County consider revising this requirement to ensure a fair and level competition between all potential vendors and so that the procurement is in compliance with California Public Contract Code, Sections 100 (b), (c), 3400 (b), 10129 (a), and 10339 (a)?</p>
66R	<p>No, the County will not modify this requirement.</p>
67Q	<p>The Contractor shall provide a Contractor Project Director, responsible for project oversight; a full-time Contractor Project Manager who will serve as the County's primary point of contact for daily administrative and technical matters regarding the Agreement. The Contractor shall also provide two (2) System Administrators to assist the County with daily administration, operation, and maintenance of the Contractor's automated operator ITS and Services.</p> <p>a) Are both positions "Contractor Project Director" and "Contractor Project Manager" required to be on-site in LA County?</p> <p>b) Are both positions required to be dedicated full time to the LA County Project?</p>
67R	<p>Contractor System Administrators are to be under the charge of both the County Project Manager and day to day supervision of the Contractor Project Manager and will be required as both dedicated/full time and on site at appropriate LASD locations, as directed, in relation to the Agreement's needs. The Contractor Project Manager is similar in being dedicated/full time to this Agreement's needs.</p> <p>The Contractor Project Director is not a position the County expects dedicated full time to the Agreement. This position is expected to maintain regular contact with the Contractor staff, to have intimate familiarity with the Agreement and maintain regular contact with the County Project Director and/or County Project Manager in noteworthy or significant matters associated with the Agreement. The Contractor Project Director is expected to attend meetings (such as Title 15 meetings) and ensure all aspects of the Agreement are met, in keeping with needs set forth in the RFP. Refer to Section 4 of the Sample Agreement and Section 3.4 of the SOW.</p>
68Q	<p>Both positions [Contractor Project Director and Contractor Project Manager] are identified as needing to be a permanent Contractor employee and shall be technically qualified and have a minimum of three (3) years experience in the management and administration of large-scale Inmate telephone systems</p>



	<p>and services to federal, state or county Inmate custodial accounts with a minimum of 10,000 Inmate calls per day system-wide.</p> <p>The requirement that both these position must have 3 years experience managing a large-scale Inmate telephone system with a minimum of 10,000 calls per day will greatly limit a bidder's ability to fill these positions and may limit the counties ability to create a competitive environment. There are approximately 10 systems nation-wide that can meet the calling volume criteria specified, and the likelihood of 2 program management professionals from those contracts being available simultaneously for a single contract is highly unlikely. This requirement appears to provide preferential status to the incumbent vendor since they currently manage the call volumes.</p> <p>a)Would the County consider modifying this requirement to ensure a fair and level competition between all potential vendors and so that the procurement is in compliance with California Public Contract Code, Sections 100 (b) and (c), 3400 (b), 10129 (a), and 10339 (a)? There are SLA conditions specified in the contract which are designed to ensure the operational requirements are met. Furthermore, there are well-qualified Project Management professionals with substantial telecommunications experience who can manage such a project without needing the direct experience of running a large Inmate Telephony project.</p>
68R	<p>While the County believes the size, scope, and complexities of the Agreement warrant requirements set forth in the RFP, the Contractor Project Director is not required as a "dedicated" position, solely dedicated for Los Angeles County's needs. This affords the Contractor additional flexibility, while ensuring experience and expertise levels the County requires.</p>
69Q	<p>Can the County provide call volume details <b>by site</b> listing the quantity of calls and minutes of call for each calling category including; Collect, Prepaid, Debit, plus with characterization of Local, Intra Lata, InterLata, InterState and International? This information is necessary to develop networking cost models necessary to determine competitive calling rates.</p>
69R	<p>Please see Attachments 3 and 4 to this Bulletin Number 5 for total monthly call details from January 2009 through April 2010. The call details <b>by site</b> are not available.</p>
70Q	<p>In RFP, Section 2.29 "ITS" and "<u>Inmate Telephone System</u>" mean the Inmate telephone and monitoring system provided by Contractor hereunder, including all telephone platforms, instruments, networking, lines, wiring, cables, conduit, switches, routers, servers, modems, platforms, System Administration Consoles and other consoles and all other related equipment, as such system is described in Exhibit B (Statement of Work), the Exhibits and Attachments thereto.</p> <p>a) Can the county provide, by each location, how many and what type of switches will be required to be installed?</p>

	<p>b) Can the county clarify that at each location, if there is sufficient floor space in the main telco equipment room for the installation of a rack equipment in addition to the existing vendor equipment during the conversion process? (Approximately a 36" X 36" footprint is required.)</p>
70R	<p>All prospective Proposers were required to participate in the Mandatory Custody Facilities Site Visit tours, which included the phone rooms at each site. During the tours, there was ample opportunity to survey and inventory the type of equipment currently in place, as well as the physical floor space present for the installation of any additional equipment.</p>
71Q	<p>The Inmate Telephone Instruments will be installed in all existing indoor and outdoor telephone sites and may require the installation of Telephone Enclosures.</p> <p>Can the county provide by location, how many and what type of enclosures will be required to be installed?</p>
71R	<p>All prospective Proposers were required to participate in the Mandatory Custody Facilities Site Visit tours, which included indoor/outdoor telephone locations. During the tours, there was ample opportunity to survey and inventory the type of equipment consistent with the County's needs and currently in place, such as pedestals/enclosures. For example, South Facility has approximately 150 outdoor phones with pedestals/enclosures presently, as well as 15 wall-mounted phones with enclosures at PDC – East Facility.</p>
72Q	<p>In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, as County facilities, on a non-exclusive use basis. County shall also provide the Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement.</p> <p>a) Will the office space provided by the County accommodate the Project Director, the Project Manager, and the 2 PIN administrators?</p> <p>b) Will the County provide phone service with the capability of making long distance calls?</p> <p>c) Will the County provide network connections for data (internet) access?</p> <p>d) if answer to C above is NO - will it be possible to obtain data circuits outside of the County's network?</p>

72R	<p>a) It is not anticipated that the Contractor Project Director or Contractor Project Manager will require dedicated office space. The two Contractor System Administrators will be provided work space to accomplish duties, such as those associated with use of System Administrative Consoles.</p> <p>b) While County telephones will be available at certain locations and sites in relation to Contractor official duties, various County telephones have blockades at certain geographical boundaries which would generally restrict certain calls (for example, interstate calling).</p> <p>c) Limited internet access may be afforded key personnel such as the Contractor Project Manager and the Contractor System Administrators, consistent with Sheriff's Department policies and security procedures/protocols.</p>
73Q	<p>The Contractor shall provide twenty-five (25) System Administrative Consoles for the Sheriff's Department facilities at locations to be determined by the Sheriff Project Director.</p> <p>The functioning of system administrative consoles generally requires additional data bandwidth from the LEC and or requires dedicated Cat 5 wiring from the ITS communications equipment to the location of the Administrative Console:</p> <p>a) Do administrative consoles from the existing ITS vendor exist at all locations where the county wants to install the 25 new consoles?</p> <p>b) Is there Cat 5 wiring from the equipment room where the ITS switching equipment will be located to each of the 25 console locations?</p> <p>c) For purposes of providing and budgeting adequate bandwidth at all sites, could the county identify the locations where the 25 consoles will be installed?</p>
73R	<p>a) No. There are eighteen (18) administrative consoles deployed at a variety of locations presently. Future locations for remaining consoles have not yet been finalized.</p> <p>b) There is CAT 5 wiring connected to all currently existing eighteen (18) Administrative Consoles, with the exception of the Administrative Console located in the Business Management Unit office on the 8<sup>th</sup> Floor of Twin Towers Correctional Facility. This console is fed by a two-pair cable over DSL, according to the current telephone contractor.</p> <p>c) The County has not finalized where some System Administrative Consoles will be placed. The awarded Contractor will be apprised of the County's needs during the term of the agreement, when the remaining locations are</p>

	<p>identified. Existing sites and number of work stations present are not likely to change. Presently there are three (3) at Men's Central Jail, four (4) at Twin Towers, three (3) at Pitchess Detention Center, one (1) at Mira Loma, four (4) at Probation facilities (Eastern Probation, Los Padrinos, Barry J. Nidorf, Central Juvenile), two (2) at STARS Center, and one (1) in Commerce.</p>
<p>74Q</p>	<p>Appendix B, Statement of Work, Section 3.5.3 - Response to System Problems, Outages and Other Deficiencies :</p> <p>Contractor shall provide for 24 hour per day, 7 day per week on-call technical support staff to support the County and the Contractor's on-site technical staff in resolving System problems, outages and other Deficiencies.</p> <p>In order to calculate workload content for the repair technicians, will the County provide the past year's monthly Summary of System Outages and/or Maintenance Performed Report by facility location? The information requested should include the number of trouble cases which were caused by inmate vandalism and the number of trouble tickets which were caused by the network's wiring.</p>
<p>74R</p>	<p>While the data requested is not immediately available and broken down by facility location, we can however provide trouble ticket data for the entire ITS System. There are currently approximately six (6) trouble tickets per day or 186 per month system wide, which include all types of trouble, including vandalism and wiring issues.</p>
<p>75Q</p>	<p>Reporting of all System problems, outages and other deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone and fax numbers, and email. Contractor shall provide for 24 hour per day, 7 day per week on-call technical support staff to support the County and the Contractor's on-site technical staff in resolving System problems, outages and other deficiencies. County will assign one of the following "Severity Levels" to each County service request submitted to Contractor's Technical Support Center: Contractor must respond to and resolve System problems, outages and other Deficiencies in accordance with the following timeframes, following the determination and/or notification of the problem, outage or other deficiency.</p> <p>[This section goes to define a CRITICAL situation When 25% or more of a single housing unit's (Module / Dorm / Pod) telephones are out of service. And SEVERE situations as when 10% to 24% of a single housing unit's (Module/ Dorm / Pod) telephones are out of service.]</p> <p>For very small units (i.e. with less than 10 phones) the loss of 1 phone could create a CRITICAL situation when, in fact, the relative impact to</p>

	<p>the overall system operations would appear minimal. If a technician is required to be immediately dispatched in such a situation, it could have an adverse affect on larger institutions that have a greater volume of phones.</p> <p>a) would the County consider revising this requirement to reflect 1) the total phones at a site and 2) a lower ratio or severity adjustment for smaller sites? For example the Dorms at Norwalk Courthouse have 89 phones and the Whittier Courthouse has 3 phones. If Norwalk has 22 phones out, it would have a lower priority rating than if Whittier had 1 phone out, but obviously the trouble volume would suggest a much greater problem at Norwalk. However, the dispatch rules would have the technician going to Whittier before Norwalk due to the CRITICAL rating.</p>
75R	The County intends to retain this requirement. While the County regards the logic in suggestions cited, the County's interest in thresholds described are multi-faceted and consider a wide variety of factors which include, but are not limited to, impact of inmate advocacy groups, courts, attorneys, pro-per, family access, and other needs in phone availability. Statutory and other needs stand alongside need for revenue based triage.
76Q	What is the license requirement for the project (A or B)?
76R	There is no listing of Project A or B in the RFP.
77Q	What is the estimated value?
77R	This is a revenue generating contract.
78Q	Are there any pre qualifications that we need to turn in, before pre bid meeting?
78R	This question is now irrelevant since the Mandatory Proposers Conference and Mandatory Custody Facilities Site Visit already took place.
79Q	RFP, Section 1.4 Minimum Mandatory Requirements subsection 1.4.1  By the term Proposer, do you mean the prime contractor and not the subcontractor? Also, what method will the County use to verify the single agency, consisting of one or more jails with a minimum of 10,000 completed inmate calls per day?
79R	Yes, the Proposer submitting the proposal as the prime contractor must meet the Minimum Mandatory Requirements set forth in Section 1.4, Minimum Mandatory Requirements, of the RFP. Verification of mentioned information will be conducted through reference checks.
80Q	Section 1.4 Minimum Mandatory Requirements subsection 1.4.4  By the term Proposer, do you mean the prime contractor and not the

	subcontractor?
80R	Yes. Refer to Question 79.
81Q	Section 1.9 Contacts with County Personnel  How will the County monitor the incumbent provider's contact with the County personnel to ensure this requirement is met for all proposers including the incumbent?
81R	All interested Proposers have been advised of the requirement. The incumbent, as well as all other prospective Proposers, is expected to adhere to the requirements of Paragraph 1.9 of the RFP.
82Q	Can the County provide a simple map drawing (like a fire emergency escape map) to the facilities on the site evaluation schedule?
82R	No, due to security reasons, the County will provide the information only to the awarded Contractor.
83Q	During the site evaluations, we noticed a form with the title Inmate Complain/Service request form. Can the County provide a copy of this form?
83R	Please see Attachment 2 to this Bulletin Number 5, Inmate Complaint/Services Request Form.
84Q	The County announced Appendix C is being revised. We don't know what questions to ask related to Appendix C until we see the revised document. Will the County allow questions strictly related to Appendix C when it is available and distributed to the proposers?
84R	Yes, the revised Appendix C was provided in Bulletin Number 3.
85Q	We noticed during the site evaluations, the cut-off switches are on the control panels at some facilities but not on the control panels at some facilities. Can the County identify which facilities have control panel cut-off switches and which facilities are not on the control panel cut-off switches and who is responsible for maintaining the cut-off switches?
85R	All facilities have some method of manual cutoff switches, whether they be at the actual housing unit control panel, or at the facility Main Control. Maintenance of the cut-off switches will be by joint effort of the Contractor and the County Facilities Services personnel.
86Q	Who owns the back plates for the phones installed using back plates?
86R	The back plates are owned by the current contractor.
87Q	Appendix B, Statement of Work Item 2.13 Paragraph 3 The Contractor's automated <b>operator ITS shall provide capability to archive</b> and immediately retrieve via each System Administrative Console all

	<p>recorded Inmate telephone calls. Once recorded, the content of the call must be stored by the Contractor and be available for immediate retrieval via method determined by the Sheriff Project Manager for a period of up to one (1) year and at the discretion of the Sheriff Project Manager; and <b><u>the ITS must have the capability to transfer the recorded calls to an off-line media for archiving, or review.</u></b> (NOTE: The ITS must be capable of preventing recording of calls in certain sections of the facilities as it pertains to Pro-Per Inmates, as the calls of Pro-Per Inmates are not recorded.)</p> <p>RFP, Item 2.7.5.3 Proposer shall <b><u>describe a proposed media format for storage of off-line data for archived Inmate calls.</u></b> If calls are to be stored in compressed format, the Proposer shall provide example of time required to retrieve and uncompress archived calls (i.e., a 1 minute call, 5 minute call, 30 minute call). Proposer shall describe <b><u>how its System shall copy and save to removable media,</u></b> at a rate that may satisfy the County’s needs, in keeping with the substantial amount of personnel resources the County presently has invested in investigations linked to the ITS and in recognition such resources need to be maximized and not hindered by undue delays.</p> <p>Would the County please clarify the relation between proposed media format for off-line archive of inmate calls and transfer of call recordings to off-line media for archiving? What type of removable media is the County referring to?</p>
87R	<p>The County requires Proposers detail how their system will archive, retrieve, and transfer to removal media, calls recorded in the System.</p> <p>Archival may, or may not, be in a proprietary file format that affords greater compression and saves space, yet affords rapid retrieval (for administrative or investigative review) as required by the County.</p> <p>Calls must also be capable of being saved to an independent/removable media, such as CD-R, DVD, Flash Drive, Zip Drive, etc. In transferring to these storage devices, conversion to a different type of audio file format (for comparability and ease in review) may occur, such as to a “wav” file.</p>
88Q	<p>Since LA County has not yet answered the Solicitation Requirements Review questions submitted by our company, whereas the other vendors have received their responses, and are able to use this last opportunity to ask any additional questions that may have arisen from the responses they received, will we be given an opportunity to ask questions after we get ours answers?</p>
88R	<p>The question period has closed. Responses to all Solicitation Requirements</p>

	Review questions have been provided to the concerned vendors.
89Q	Can you confirm that the bond requirement does not flow down to the subcontractor.
89R	Please refer to Paragraph 1.2, Procedure for Subcontracting, and Paragraph 13.2, General Provisions for All Insurance Coverage, in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions.
90Q	Please provide a copy of the sign in sheet from the first day.
90R	Please see Attachment 1 to this Bulletin Number 5, Sign-in Sheet, for April 13, 2010.
91Q	At the Mira Loma facility, are the phones accessible to the detainees 24/7?
91R	The phones at every facility are accessible to Inmates during most hours of the day and evening when other jail programs, services, laundry exchange, pill call, meals, and a variety of other activities are taking place. While there is no absolute, generally, phones are not available after "lights out", which is usually 10:00 p.m., until the morning activities begin the following day, usually at/around 6:00 a.m. There are exceptions, such as in housing areas where Inmate workers are at their jobs during hours others would normally be off/sleeping, etc.
92Q	What is the jail population at Mira Loma?
92R	Currently 1,100, with a maximum capacity of approximately 1,400.
93Q	Is there a phone system shut off or main control at Mira Loma?
93R	Yes, it can be done via computer.
94Q	At Pitchess Detention Correctional facilities, is there a list of phone work stations by site?
94R	Yes, there are currently 3 Administrative Consoles at PDC: 1 at NCCF, 1 at PDC East Facility, and 1 at PDC South Facility.
95Q	The 30-day period to submit proposals after the release of the bulletin containing responses to all the questions may not be enough time, since the answers in the bulletin may prompt additional questions.
95R	Please see the proposal due date indicated in Section E of this Bulletin Number 5. No further questions will be accepted.
96Q	Does the Department submit only one recommendation or more than one recommendation to the Board?
96R	Only one Proposer is recommended to the Board of Supervisors for contract award.
97Q	Will the Board be apprised of the other vendors?
97R	Information on the other vendors may be provided to the Board.



98Q	Appendix L seems to replicate the requirements of the SOW. How would you like us to reconcile and avoid redundancy?
98R	Appendix B, Statement of Work, describes the System and services which County needs the Contractor to provide under the Agreement. Appendix L, Inmate Telephone System (ITS) and Services Functional Capabilities and Features, is where the Proposer must explain in detail how the System will be able to provide certain specific features and services.
99Q	Can Appendix C be available sooner than with the next Bulletin?
99R	Yes, the revised Appendix C, Telephone Rates and Payment Schedule, was released in Bulletin Number 3.
100Q	If we hand deliver the proposal, can we leave it downstairs at the desk?
100R	Yes. However, if the proposal is delivered to the Sheriff's Department Contracts Unit, Room 214, a receipt will be provided to document the submittal date and time.
101Q	How many evaluators are there for this RFP? How many are Sheriff and non-Sheriff personnel?
101R	We anticipate 5 evaluators with 1 or 2 Sheriff's Department personnel and 3 or 4 non-Sheriff's Department personnel.
102Q	How does the insurance and bond requirements work for the primary vendors and their subcontractors?
102R	Please see Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 13.0, Indemnification and Insurance.
103Q	Are the Twin Towers Correctional Facility inmate phones dedicated or mixed with the pbx (inmate) phones?
103R	They are not mixed and are individually marked.
104Q	How many floors does this room (TTCF PBX room) serve?
104R	The PBX (private branch exchange) room serves the entire allocation of Inmate phones for the Sheriff's Department Twin Towers Correctional Facility. The 8 <sup>th</sup> floor however of the Twin Towers complex is a non-jail/administrative floor with no Inmate phones.
105Q	Are phone switches integrated in the control panel?
105R	In some facilities, the phone switches are integrated in the control panel.
106Q	Maintenance and vendor access, how does that work?
106R	The Contractor will need to work with the Sheriff's Department and Probation Department to schedule and obtain clearance for all its employees in accordance with Section 5.0, Inmate Telephone System Facility Safeguards, of Appendix B, Statement of Work, and elsewhere in the RFP.
107Q	For maintenance on a pod or cell, are inmates removed?

107R	Inmates are removed from a cell but generally not for a pod. Inmates housed in Sheriff's Department pods are typically moved out of the work area/to the side.
108Q	In pods, are the back plates part of the equipment to be replaced or do they stay?
108R	The back plates will need to be replaced, unless the Contractor can reach an agreement with the current contractor to procure the existing back plates.
109Q	Are the poles all standard size?
109R	There is no standard size pole for all facilities.
110Q	Are inmates locked in cells at night?
110R	This varies by facility and housing location. As on the Mandatory Custody Facilities Site Visit tour, some Sheriff's Department Inmates are housed in dormitory or barracks housing, while others are housed and locked in cells at night.
111Q	Is the same wall mount acceptable or can it be modified?
111R	The mounts may be modified, but they must meet security needs. The Contractor will have to work with the County Project Manager on any proposed modification(s).
112Q	Are booking phones free at IRC?
112R	Yes. The County is required to provide Sheriff's Department Inmates with the opportunity to make several "free" local phone calls within a specified period of time, following a person's arrest. This generally occurs during the booking process (at Inmate Reception Center or otherwise) and is almost exclusively provided via "County" telephone, not via Inmate phones maintained by the Contractor. There are however a few locations where exception exists.
113Q	ICE Inmates, any difference in calling capabilities?
113R	No.
114Q	How often is phone tested for maintenance?
114R	Once a month. In addition to the required periodic testing and maintenance of the System to ensure consistent operation of the System, the Contractor shall, in addition to all other requirements, provide Monthly Maintenance of all phone instruments as required in Appendix B, Section 3.5.6, System Maintenance. Contractor shall coordinate planned scheduled maintenance with Sheriff Project Manager and Probation Project Manager.
115Q	Were any phones added in the last 5 years?
115R	Yes.

116Q	Are there switches to turn off the dorms phones?
116R	Yes.
117Q	How many are housed in a MCJ dorm?
117R	The dormitories in Men's Central Jail (MCJ) house 125 Inmates per dormitory.
118Q	Do they shut off the phones during lock down?
118R	Yes.
119Q	Are the trusty dorm phones on 24 hours?
119R	Yes, usually.
120Q	Are the terminals located in MCJ's law library part of the bid?
120R	No.
121Q	How does the pin for the "pro per" calls get charged?
121R	The pre-paid ITS calling accounts are funded by the judicial system in order to conduct discovery processes. Pro Per accounts with a specific PIN are assigned to authorized Pro Per inmates with the amount designated by the court. If/when the account balance is exhausted, the Pro Per inmate must obtain authorization from the court for additional funds, at which time the Pro Per account is recharged with the additional balance.
122Q	Is the CRDF main telephone room on a generator? and how often do they test it?
122R	Yes; the Century Regional Detention Facility (CRDF) main telephone room is on a backup generator, which is tested monthly.
123Q	What is the CRDF population?
123R	CRDF is presently a female population. Capacity is 2,380; however, the occupied population currently averages around 1,900 inmates.
124Q	Are the phones on all of the time?
124R	Although extraordinary circumstances such as lock downs can necessitate, in some instances, phones be shut down on a temporary basis for security needs, Inmate telephones are on most of the time.
125Q	When was CRDF built?
125R	CRDF was built in 1994.
126Q	What is the dimension of the poles?
126R	There are pole or pillar mounted phones currently located at CRDF and TTCF. The poles on which phone instruments are mounted have the

	following approximate dimensions: Circumference – 63.5". Diameter by equation - 20.22". The top of the installed phones sit at a height of approximately 60" from the floor.
127Q	How many TDD are available at CRDF?
127R	3.
128Q	Is there a specific size phone needed for Los Padrinos?
128R	No, there is no specific, different, size phone needed for Los Padrinos Juvenile Hall. Refer to Section 2.2.1 of the SOW, Description of Inmate Telephones.
129Q	How many old and new buildings are at Los Padrinos?
129R	9 old buildings and 2 new buildings.
130Q	In Bulletin #3, Item number 1 states "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". What is the percentage of the 40% this category will receive?
130R	Sub-set percentage information will not be provided at this time.
131Q	In Bulletin #3, Item number 2 final sentence states "All other proposed rates will be compared to the highest County Commission Rate and award points accordingly". Can we interpret this to mean that if company A proposes 55% and is the highest commission percentage offered, company B proposing 53% will receive 96.4% of the total points allowed for this category?
131R	Yes, that is correct.
132Q	In Bulletin #3, regarding the three different evaluation categories on page 1, (3.6 Telephone Rates and Revenue Proposal Evaluation Criteria), will bidders be provided specific weighted percentage or points breakdown between the three different evaluation categories?
132R	Not at this time.
133Q	In Bulletin #3 regarding Point 3 under section 3.6, we believe this evaluation category runs counter to Point 1 which is the most weighted category for scoring. Theoretically, a bidder who proposes the highest rates allowed gains more points from this category (Anticipated County Earned Commission) than a bidder who proposes lower rates. In addition, this category calls for bidder's rates to be multiplied by 5,241,845 call and 89,775,988 minutes. Calculating anticipated commissions using this method will lead to flawed comparative data. For example, lower rates help stimulate more calling, while higher rates tend to reduce call volumes. Applying the same set number of

	calls and minutes for all rates will penalize bidders who provide lower rates that are designed to help increase call volumes. As such, please consider not using this criteria for the reasons specified.”
133R	The evaluation methodology which is explained in Bulletin #3 will not be revised.
134Q	In Bulletin #3, Item number 3 states “The anticipated County Earned Commission will be calculated using Telephone Billing Rates, County Commission Rate based on 5,241,825 calls and 89,775,988 minutes”. How will the County divide the minutes to determine how many were the \$3.94 for 5 minutes call or the \$5.14 for 17 minute call? A lower call rate which the County is seeking through item number 1 in the Bulletin should result in more call generation. Although we realize inmates don’t make new contacts while incarcerated, a lower call will usually result in an inmate’s decision to call back someone who they just talked to or to make a call to someone they usually don’t talk to. This calculation also does not consider that non-collect calls (consumer prepaid or inmate prepaid or debit) into the calculation.
134R	The minutes will not be divided. Refer to Attachment 4 of this Bulletin #5.