



COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
168 W. ALISAL STREET, 3rd FLOOR
SALINAS, CA 93901-2439
(831) 755-4990

**REQUEST FOR PROPOSALS
#10311**

**FOR INMATE/RESIDENT
TELEPHONE SERVICES**

Proposals are due by 3:00 pm (PST) on January 8, 2013

**MANDATORY PRE-PROPOSAL MEETING/SITE TOUR
Wednesday December 12, 2012**

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The Monterey County Sheriff's Department and Monterey County Probation Department hereinafter referred to as "County", are soliciting proposals from qualified organizations, hereinafter referred to as "CONTRACTOR", to provide inmate/resident telephone services.
- 1.2 County is seeking an experienced CONTRACTOR to provide, install and maintain a turn-key inmate/resident telephone system ("I/RTS") at the facilities listed in Section 2.0 and Attachment -A of RFP #10311. The services will include installation, equipment and maintenance, provision of local, long distance, international calling, free calling, collect, pre-paid, debit telephone services, recording of visitation sessions and public pay phone at the facilities. All costs associated with the -I/RTS shall be the responsibility of CONTRACTOR. CONTRACTOR shall provide all telephone services to the inmates/residents utilizing CONTRACTOR'S inmate/resident telephone system in accordance with the requirements and provisions set forth in this solicitation.
- 1.3 County may engage third party consultants from time to time both in the process of this solicitation and in the conduct of the day-to-day operations of the -I/RTS ("Designated Agent"). If a Designated Agent is engaged, CONTRACTOR shall cooperate with the Designated Agent as directed by County, including following instructions in this solicitation, and if awarded, the operation of the -I/RTS.
- 1.4 No partial proposals or selective offerings will be accepted.
- 1.5 RFP #10311 shall result in a revenue-generated AGREEMENT between the County and the CONTRACTOR.
- 1.6 This solicitation is intended for a single, exclusive AGREEMENT.

2.0 BACKGROUND

- 2.0 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles.
- 2.1 The Monterey County Sheriff's Correctional Facility consists of the Main Jail, Women's Jail and Rehabilitation Center and should be considered as one (1) facility. The facility is classified as a minimum, medium and maximum-security correctional facility. The facility is located at 1410 Natividad Road in the City of Salinas, California.
 - 2.1.1 The average jail population is approximately 1,050 Inmates. The inmates are housed in thirty-one (31) separate housing units that range from single cells to an open "dormitory" setting.
- 2.2 The Monterey County Probation Department maintains two (2) distinct detention facilities for juveniles. These detention facilities consist of the Juvenile Hall located at

1420 Natividad Road and the Youth Center located at 970 Circle Drive in the City of Salinas, California.

2.2.1 The average daily juvenile population is one-hundred and fifty-one (151) residents. The juveniles are housed in housing units that range from single cells to “dormitory” setting.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	November 29, 2012
3.2	Mandatory Pre-Proposal Meeting/Site Tour	December 12, 2012
3.3	Deadline for Written Questions	3:00 p.m., PST, December 20, 2012
3.4	Proposal Submittal Deadline	3:00 p.m., PST, January 8, 2013
3.5	Estimated Notification of Selection	February 2013
3.6	Estimated AGREEMENT Date	April 2013

This schedule is subject to change as necessary.

3.7 FUTURE ADDENDA

3.7.1 CONTRACTORS, who received notification of this solicitation by means other than through a County mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS’ SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County’s Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

3.8 MANDATORY PRE-PROPOSAL MEETING/SITE TOUR

3.8.1 **Two (2) mandatory pre-proposal meetings** will be held on the dates specified in the Calendar of Events. The first meeting will be held at County’s Adult Detention Facility at 9:00 AM at 1410 Natividad Road; the second meeting will be held at 1:00 PM at the Probation Youth Center located at 970 Circle Dr. **It is mandatory for CONTRACTORS to attend both mandatory pre-proposal meeting/site tours to be eligible to submit a proposal.**

- 3.8.2 The purpose of these meetings is to answer questions and view the facilities. Oral responses to questions during the meetings/tours shall be considered non-binding on the County. Questions must be submitted in writing by Proposers on or before the date specified in the Calendar of Events. No presentations are required or permitted at these meetings/tours. Please indicate your intent to attend these required meetings by sending a response to the County's Primary Contact person designated in Section 4.0 at least three (3) business days before the date specified in the Calendar of Events. Do to both security purposes and space issues **each CONTRACTOR shall be limited to two (2) representatives. Please make sure to bring with you a form of identification containing a current photo such as a drivers license or other official type of government approved form of identification. You will not be permitted to access either facility without it.**

4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County **Jaime Ayala, Deputy Purchasing Agent**
 168 W. Alisal Street, 3rd Floor
 Salinas, CA 93901-2439
 PHONE: (831) 755-4998
 FAX: (831) 755-4969
 Email: ayalaj@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR's after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS** herein. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 The Scope of Work includes but is not limited to the following:
- 5.1.1 This is a turn-key project. No partial proposals or selective offerings will be accepted. The services will be for an inmate/resident calling solution to include installation, equipment and maintenance, provision of local, long distance, international calling, free calling, collect, pre-paid, and debit telephone services

and recording of visitation sessions at the facilities. All costs associated with the - I/RTS shall be the responsibility of CONTRACTOR.

- 5.1.2 CONTRACTOR shall supply details of the proposed I/RTS to include but not be limited to: system version (if CONTRACTOR uses multiple I/RTS versions and/or releases), system design (centralized vs. premise-based), technical specifications, software applications, hardware architecture and networking capabilities. CONTRACTOR shall also include a description, as well as visual aids, of the inmate/resident and visitation telephone sets, TDD/TTY units and cart/portable phones proposed for installation at the facilities.

5.2 PROFESSIONAL STANDARDS

- 5.2.1 CONTRACTOR shall maintain an organizational structure and sufficient staff to administer and supervise all of the functions for which it is responsible under the terms and conditions of the awarded AGREEMENT and all applicable ordinances, rules, statutes, and laws.
- 5.2.2 All telephone services performed by the CONTRACTOR shall be effectuated only by trained technicians or licensed personnel, and shall be performed in compliance with all applicable local, state and federal laws regulating service of process.

5.3 CUSTOMER SERVICE

- 5.3.1 CONTRACTOR shall provide the following information regarding its processes for handling end-user/customer service matters:
 - 5.3.1.1 Describe procedure(s) for handling end-user complaints.
 - 5.3.1.2 CONTRACTOR shall indicate whether CONTRACTOR's customer service center defaults to an IVR (Interactive Voice Response) or a live customer service representative.
 - 5.3.1.3 If applicable, CONTRACTOR shall supply the hours of availability for a live customer service representative.
 - 5.3.1.4 CONTRACTOR shall indicate its average on-hold time for a live representative.
 - 5.3.1.5 Describe procedure(s) for handling refund requests and the timeframe for completing such requests.
 - 5.3.1.6 Describe procedure(s) for the blocking and/or un-blocking of telephone numbers.
 - 5.3.1.7 If not CONTRACTOR's own, provide the name, address, telephone number and hours of operation for the company and/or call center, which will provide these services and support end-user/customer requests.

5.4 VALIDATION

- 5.4.1 CONTRACTOR shall:
 - 5.4.1.1 State whether validation is done performed real-time or by batch.

- 5.4.1.2 Specify the process for unblocking a phone number which was originally restricted for non-payment or exceeding a monthly collect calling limit ("Collect Call Threshold").
- 5.4.1.3 Include the timeframe for removing the restriction once payment is received by the Local Exchange Carrier ("LEC").
- 5.4.1.4 Specify the Collect Call Threshold amount which will be imposed upon end-users on a daily, weekly and/or monthly basis.
- 5.4.1.5 County prefers the monthly Collect Call Threshold be a minimum of one hundred dollars (\$100.00) per unique telephone number.

5.5 **BILLING**

5.5.1 CONTRACTOR shall specify:

- 5.5.1.1 How collect calls are billed and the name, phone number and address of the billing company.
- 5.5.1.2 How taxes and required fees are applied to the total cost of a collect call in preparation for billing.
- 5.5.1.3 The process for collecting, rating, sorting, distributing and billing of collect calls.
- 5.5.1.4 Additional fees which are charged to the end user's telephone bill (i.e. monthly billing fee, carrier administrative fee, cost recovery fee, etc.).
- 5.5.1.5 CONTRACTOR shall provide the amount specific to each fee as well as detail the fees in Attachment B.
- 5.5.1.6 What types of payment options are available to the end-users?
- 5.5.1.7 CONTRACTOR shall specify the amount of the fees associated with the payment options (i.e. Transaction Disclose fee, Refund fee, etc.) as well as detail the fees in Attachment B.
- 5.5.1.8 The timeframe for a pre-paid account to become dormant. CONTRACTOR shall state whether the timeframe is configurable in the - I/RTS.
- 5.5.1.9 Describe what happens to a pre-paid collect account when it becomes dormant.
- 5.5.1.10 Describe whether CONTRACTOR's offers a direct bill option.
- 5.5.1.11 Specify the minimum amount required on a pre-paid/debit account to attempt a call.

5.6 **PAYMENT FOR SERVICES**

- 5.6.1 CONTRACTOR shall pay commission on all Gross Revenue. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by CONTRACTOR and in any way connected to the provision of service pursuant to RFP #10311. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, intralata/intrastate, intralata/interstate, interlata/intrastate, interlata/interstate and international calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by CONTRACTOR.

- 5.6.2 CONTRACTOR shall pay commission on total Gross Revenue (as defined above) before any deductions are made for un-billable calls, bad debt, fraudulent calls, LEC adjustments or any other CONTRACTOR expense.
- 5.6.3 Any additional fees to be added to the called party's bill or paid by the called party (including those associated with establishing/funding pre-paid collect accounts) for inmate/resident telephone calls from the facilities must be approved by the County prior to implementation. County and CONTRACTOR shall mutually agree on the method for compensation associated with the additional charges/fees due to County.
- 5.6.4 Any charges/fees added to the called party's bill without the express written consent of County shall incur a fine of three hundred and fifty dollars (\$350.00) per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued. County and CONTRACTOR shall mutually agree on charges to be imposed.
- 5.6.5 Should County and CONTRACTOR mutually agree that the charges/fees will be imposed, County and CONTRACTOR shall mutually agree on a method for compensation.
- 5.6.6 Should County and CONTRACTOR mutually agree that the charges/fees are to be discontinued, CONTRACTOR shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 5.6.7 Notwithstanding the foregoing, Gross Revenue does not include:
- 5.6.7.1 Transaction funding fees. Transaction funding fees are defined as fees imposed on called parties who set up a pre-paid collect account with CONTRACTOR to accept calls.
 - 5.6.7.2 Billing Statement fees. Billing statement fees are defined as fees tariffed by CONTRACTOR and charged to called parties for processing a collect call on a LEC telephone bill. All billing statement fees must be approved by County and are subject to the penalty defined above if not approved by County in advance.
 - 5.6.7.3 Carrier Access Fees. Carrier Access fees are defined as fees tariffed by CONTRACTOR and charged to called parties. All carrier access fees must be approved by County and are subject to the penalty defined above if not approved by County in advance.
 - 5.6.7.4 Cost Recovery Fees. Cost Recovery fees are defined as fees tariffed by CONTRACTOR and charged to called parties in an effort for CONTRACTOR to recover costs associated with processing a collect call on a LEC telephone bill. All cost recovery fees must be approved by County and are subject to the penalty defined above if not approved by County in advance.
 - 5.6.7.5 Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.

- 5.6.8 A Free call shall be defined as a call not generating any revenue for CONTRACTOR. Calls to telephone numbers that appear on the free call list supplied by County shall not generate revenue for CONTRACTOR and shall not be commissionable to County. Only those numbers designated by County on the free call list shall be marked as free in the -I/RTS and designated as such in the Call Detail Records. In the event CONTRACTOR receives revenue, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to County. County reserves the right to enter a free number in the -I/RTS as deemed necessary by County and without the assistance of CONTRACTOR.
- 5.6.9 Promotional calls are not commissioned and shall be limited to one call per unique number called per month. Promotional calls shall be designated as such in the Call Detail Records.
- 5.6.10 A collect call is deemed complete, and commission due, when the called party accepts the call regardless if CONTRACTOR can bill or collect the revenue on the collect call.
- 5.6.11 A pre-paid collect call is deemed complete, and commission due, when a call is completed by using a pre-paid collect account which has been pre-paid by any person or entity and by any method of payment.
- 5.6.12 A pre-paid card call is deemed complete, and commission due, when a call is pre-paid via a pre-paid card and a connection is made between the inmate/resident and the called party, whether such connection is established by positive acceptance or by live or automated (i.e. when positive acceptance is achieved by an answering machine) machine pick-up.
- 5.6.13 A debit call is deemed complete, and commission due, when a call is pre-paid by the inmate/resident via the debit account and a connection is made between the inmate/resident and the called party even if such connection is established by positive acceptance or by live or automated (e.g. when positive acceptance is achieved by an answering machine) machine pick-up.
- 5.6.14 Commission for pre-paid cards shall be due to County upon County's purchase of pre-paid cards from CONTRACTOR and payable under Section 5.8.
- 5.6.15 CONTRACTOR shall invoice County the full amount of the pre-paid cards purchased within fifteen (15) days of receipt of the pre-paid card order.
- 5.6.16 County will not be liable for any of CONTRACTOR's costs including, but not limited to, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages or any other CONTRACTOR costs.
- 5.6.17 CONTRACTOR shall indicate its process for remitting applicable taxes associated with pre-paid cards to the proper regulatory body.

- 5.6.18 Commission for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call usage and is payable under Section 5.8.
- 5.6.19 On the fifth (5th) day following the month of traffic, CONTRACTOR shall submit a monthly invoice and corresponding debit purchase/usage report to County for the full amount of the debit purchase/usage (less any issued refunds) for the prior traffic month.
- 5.6.20 CONTRACTOR may, at its own option, include a financial incentive/signing bonus offer in addition to the commission proposal shown in Attachment B.
- 5.6.21 CONTRACTOR may, at its own option, include a Minimum Annual Guarantee ("MAG") or a Minimum Monthly Guarantee ("MMG") payment to be specified in Attachment B.

5.7 **RATE REQUIREMENTS**

- 5.7.1 CONTRACTOR must agree to provide the required calling rates specified in Attachment B and must be in compliance with California state laws and applicable regulations.
- 5.7.2 Before any new calling rate increases or decreases are implemented, CONTRACTOR must submit a written request to receive approval from County. County will respond in writing to CONTRACTOR's request.
- 5.7.3 If CONTRACTOR decreases the calling rates without the written approval of County, CONTRACTOR shall be responsible for paying commissions on the Gross Revenue calculated by applying the calling rates prior to the unapproved change.
- 5.7.4 If CONTRACTOR increases the calling rates without the express written approval of County, CONTRACTOR shall be responsible for paying commission on the Gross Revenue calculated by applying the increased rates. CONTRACTOR must also issue credits/refunds to all overcharged end-users or inmates/residents within five (5) business days; a list of the issued credits/refunds must be provided to County as documentation. County will not issue a refund of commission to CONTRACTOR for unapproved rate increases.
- 5.7.5 CONTRACTOR will implement any rate adjustments requested by County within ten (10) calendar days of said request, subject to regulatory approval.
- 5.7.6 CONTRACTOR shall detail all charges/fees that will be applied for all collect, pre-paid and debit inmate/resident telephone calls in Attachment B. CONTRACTOR must specify whether taxes are included in the proposed calling rates.

5.8 PAYMENT AND REPORTING

5.8.1 CONTRACTOR shall provide monthly commission payments and traffic detail reports to County or its Designated Agent on or before than the 25th day of the month following the traffic month. County prefers commission payments be sent via a wire transfer. County requires the traffic detail reports be sent electronically in an exploitable format.

5.8.2 Traffic detail reports shall include a detailed breakdown of the traffic for all collect, pre-paid and debit calls for each inmate/resident type and inmate/resident telephone at the facilities. The traffic detail shall include, at a minimum, each of the following items for each inmate/resident telephone broken down by inmate/resident type, collect, pre-paid and debit call types:

a) Facility Name	b) Facility Identification Number / Site Identification Number	c) Facility Address: Street, City, State And Zip
d) Automatic Number Identifier (“ANI”)	e) Inmate/Resident Telephone Station Port / Identifier	f) Inmate/Resident Telephone Location Name
g) Local Calls, Minutes, Gross Revenue And Commission (Per Inmate/Resident Telephone)	h) Intralata/Intrastate Calls, Minutes, Gross Revenue And Commission (Per Inmate/Resident Telephone)	i) Interlata/Intrastate Calls, Minutes, Gross Revenue And Commission (Per Inmate/Resident Telephone)
j) Intralata/Interstate Calls, Minutes, Gross Revenue And Commission (Per Inmate/Resident Telephone)	k) Interlata/Interstate Calls, Minutes, Gross Revenue And Commission (Per Inmate/Resident Telephone)	l) International Calls, Minutes, Gross Revenue And Commission (Per Inmate/Resident Telephone)
m) Commission Rate (%)	n) Total Calls, Minutes, Revenue and Commission Amount (per Inmate/Resident telephone)	o) Traffic Period And Dates

5.8.3 CONTRACTOR shall supply a report of all pre-paid card orders completed during the traffic month to include (at a minimum) the order date, invoice number and amount.

5.8.4 CONTRACTOR shall provide a sample report showing how this requirement will be met. CONTRACTOR shall indicate if any of the required fields above cannot be provided or supplied in the Exceptions portion of its response to this solicitation.

5.8.5 CONTRACTOR shall provide monthly system platform/raw Call Detail Records (“CDRs”) and Billing Files to County no later than the 25th day of the month following the month of traffic.

- 5.8.6 The billing files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:

a) Record ID	b) Facility Name	c) Facility ID	d) From ANI	e) To ANI
f) Batch Number/ ID	g) Seconds	h) Revenue Period	i) Date (yymmdd)	j) Connect Time (hhmmss)
k) Billable Time (hhmmss)	l) Multiple Rate Indicator	m) Personal Identification Number Digits	n) Originating City	o) Originating State
p) Bill City	q) Bill State	r) Rounded Bill Time Indicator	s) Bill Number	t) LATA ID
u) Settlement Code	v) Message Type	w) Charge Amount	x) Additional Fees and Line Surcharges	y) Specialized Calling Indicator
z) Validation Indicator	aa) Tax Exempt Indicator	bb) Rate Period	cc) Rate Class	

- 5.8.7 CONTRACTOR shall also provide a sample billing file (showing all fields available, including those specified above) to demonstrate how CONTRACTOR shall meet this requirement. CONTRACTOR shall provide a listing of all fields that will not be released.

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

a) Facility Name	b) Facility ID	c) From ANI	d) To ANI	e) Batch Number/ID
f) From City	g) From State	h) To City	i) To State	j) Station ID
k) Phone Name or Location	l) Inmate/Resident ID	m) Personal Identification Number	n) Pre-Paid Card ID	o) Revenue Period

p) Call Start (yyymmdd; hhmmss)	q) Call End (yyymmdd; hhmmss)	r) Seconds	s) Call Type (i.e. local, etc.)	t) Bill Type (i.e. free, local, etc.)
u) Cost	v) Tax	w) Validation Result	x) Termination Reason	y) LIDB Status
z) Completion Indicator				

5.8.9 CONTRACTOR shall provide a sample CDR (showing all raw fields available, including those specified above) to demonstrate how CONTRACTOR shall meet this requirement. CONTRACTOR shall provide a listing of all fields that will not be released.

5.8.10 Commission discrepancies must be resolved by CONTRACTOR to County's reasonable satisfaction within thirty (30) days of receipt of discrepancy notification from County. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the awarded AGREEMENT may be terminated at the sole discretion of County. County further retains the right to pursue any other legal remedies it deems necessary.

5.8.11 Commission payments, traffic detail reports, billing files, CDRs and/or reports not containing the required fields received by County after the specified date are subject to late charges.

5.8.11.1 Late charges for commission payments shall be equal to five percent (5%) per month of the commission due.

5.8.11.2 Late charges for reporting shall be a fee of seven-hundred and fifty dollars (\$750.00) per month for each report not received by the 25th day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.

5.8.11.3 If the commission payment is late, reporting is late and/or reports do not contain all required fields, late charges for all three shall apply.

5.9 SERVICE REQUIREMENTS

5.9.1 The inmate/resident telephone services are to be provided by CONTRACTOR with all applicable State and Federal standards relating to inmate/resident telephone service in correctional facilities.

5.10 LOCATIONS

5.10.1 The facilities under this solicitation are listed below. More details about each facility, including equipment requirements, can be found in Attachment A.

- Monterey County Jail & Sheriff Department's Adult Rehabilitation Facility**
 1410 Natividad Road
 Salinas, California 93906

- **Monterey County Probation Department**
Juvenile Hall
1420 Natividad Road
Salinas, California 93906
- **Monterey County Probation Department**
Youth Center
970 Circle Drive
Salinas, California 93905

5.11 **INSTALLATION REQUIREMENTS**

CONTRACTOR agrees to install the quantity of telephones and/or booths required by County as outlined in Attachment A and at no cost.

- 5.11.1 CONTRACTOR shall submit an implementation plan, including an installation schedule, for each facility. Initial installations must be completed within sixty (60) days of the effective date of the AGREEMENT. The implementation plan will become a part of the awarded AGREEMENT and must be followed.
- 5.11.2 If any installation is not completed within the timeframe allowed in the agreed-upon implementation plan, CONTRACTOR may incur liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day beyond the installation date that the installation is incomplete. However, CONTRACTOR shall not incur liquidated damages if the cause of the delay is beyond the CONTRACTOR's reasonable control.
- 5.11.3 Should CONTRACTOR incur liquidated damages, County will invoice CONTRACTOR. Payment of the invoice shall be made to County within thirty (30) days of CONTRACTOR's receipt of the invoice.
- 5.11.4 CONTRACTOR shall be responsible for all costs associated with the inmate/resident telephone and visitation system, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation. This includes all wiring, new electrical circuit installations, cables, parts, software and physical installation at each facility.
- 5.11.5 CONTRACTOR's I/RTS shall not be configured to reside on or use County's network.
- 5.11.6 CONTRACTOR agrees to obtain County's written approval before making any physical changes such as drilling into walls, floors, ceilings and etc. or any other portion of the facilities. This includes existing, newly constructed or expanded facility.
- 5.11.7 CONTRACTOR shall install the -I/RTS equipment and software in accordance with the manufacturer's specifications.
- 5.11.8 All telephone equipment provided shall be new and fully operational at the time of the initial installation.

- 5.11.9 The inmate/resident telephone sets shall be stainless steel and shall be sturdy, non-coin, vandal resistant and steel armored; the cord length for the inmate/resident and visitation telephones is specified in Attachment A. The telephone sets shall be composed of durable, tamper-free materials suitable for a correctional/detention environment with placards containing dialing instructions; the dialing instructions must be provided in English, Spanish and Braille and shall be replaced each time an inmate/resident telephone set is replaced. The telephones must not contain any removable parts.
- 5.11.10 CONTRACTOR shall post calling rates near each inmate/resident telephone or group of inmate/resident telephones. Calling rate flyers and/or additional inmate/resident telephone related information shall be provided by CONTRACTOR upon County's request through the AGREEMENT and any renewal terms.
- 5.11.11 The -I/RTS shall comply with all Federal Communication and/or Utility Commissions regulations.
- 5.11.12 Use of existing conduit, raceways, cable, wiring, switches and terminal within the facilities is at the risk of CONTRACTOR. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the AGREEMENT by CONTRACTOR becomes County's property upon termination and/or expiration of the AGREEMENT.
- 5.11.13 CONTRACTOR agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial buildings and must be approved by the facilities maintenance personnel.
- 5.11.14 At no cost to County, CONTRACTOR shall install additional telephones (inmate/resident and visitation) and monitoring and recording equipment as needed, within thirty (30) days of request. This includes newly constructed or expanded facilities.
- 5.11.15 At no cost to County, CONTRACTOR shall move or remove inmate/resident telephones designated by the facilities.
- 5.11.16 CONTRACTOR shall provide and install, maintain, replace and upgrade adequate surge and lightening protection equipment on all lines used for the -I/RTS.
- 5.11.17 All telephone instruments shall be line powered and have Universal Power Supply ("UPS") back-up power. The UPS shall be capable of maintaining operation for up to four (4) hours or another reasonable time agreed to by County.

- 5.11.18 Installation of all telephones and related equipment shall be accomplished during normal business hours at the facilities or as otherwise specified by the Facility Administrator.
- 5.11.19 CONTRACTOR shall clean-up and remove all trash and packaging materials resulting from work performed. No on-site equipment, inventory or spare parts shall be stored by CONTRACTOR at the facilities.
- 5.11.20 CONTRACTOR shall correct any damage to County's property caused by maintenance or installation associated with the -I/RTS, including repairs to walls, ceilings, etc.
- 5.11.21 CONTRACTOR shall install, repair and maintain all CONTRACTOR provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the facilities. All CONTRACTOR provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of CONTRACTOR.
- 5.11.22 Upon completion of the initial installation and any ongoing installations, CONTRACTOR shall provide County with a list of telephone numbers, equipment specifications and locations of each device/unit.
- 5.11.23 CONTRACTOR shall indicate any environmental conditions required for the proposed I/RTS; please indicate whether CONTRACTOR proposes to make any changes to the phone room at the facilities based on the completed Mandatory Pre-Proposal Meeting/Site Tour.
- 5.11.24 CONTRACTOR must indicate the physical size of the -I/RTS equipment to be installed at the facilities. Please provide a visual aid.
- 5.11.25 CONTRACTOR shall provide written documentation indicating that all circuits have been tested, and that all cables, pairs, fiber strands, blocks, etc. are legibly marked after completion of each installation.
- 5.11.26 CONTRACTOR shall provide and install the necessary equipment to ensure its equipment is mounted according to County requirements.

5.12 **TRANSITION**

- 5.12.1 For the initial installation, CONTRACTOR will work with County and the incumbent inmate/resident telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by County.
- 5.12.2 CONTRACTOR acknowledges that the call records, call and visitation recordings, documentation, reports, data, etc., contained in the -I/RTS are the property of County. County acknowledges the -I/RTS hardware and software are the property of CONTRACTOR.

- 5.12.3 Upon expiration, termination, or cancellation of the AGREEMENT, CONTRACTOR shall accept the direction of County to ensure inmate/resident telephone services are smoothly transitioned/transferred. At a minimum, the following shall apply:
- 5.12.3.1 At no cost to County, CONTRACTOR shall supply one (1) workstation which shall become the property of County after expiration, cancellation or termination of the AGREEMENT to allow County access to all CDRs, call and visitation recordings, documentation, reports, data ,etc. contained in the -I/RTS.
 - 5.12.3.2 The CDRs, call and visitation recordings, documentation, reports, data, etc. shall be provided to County by CONTRACTOR on a storage medium and in a user-friendly, searchable and electronic format at no cost to County within fifteen (15) days following the expiration and/or cancellation of the AGREEMENT. CONTRACTOR shall accept County's reasonable decision whether the solution provided is acceptable.
 - 5.12.3.3 CONTRACTOR shall discontinue providing service or accepting new assignments under the terms of the AGREEMENT, on the date specified by County. CONTRACTOR agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the AGREEMENT for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date. Commissions will be due and payable by CONTRACTOR to County at the percentage provided in the AGREEMENT until collect, debit and/or pre-paid calls are no longer handled by CONTRACTOR.
 - 5.12.3.4 CONTRACTOR agrees to remove its equipment at the conclusion of the AGREEMENT in a manner that will allow the reuse of wiring/cabling associated with the -I/RTS.

5.13 I/RTS AND USER APPLICATION SPECIFICATIONS

- 5.13.1 The -I/RTS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, international calling as well as audio recording of visitation sessions.
- 5.13.2 The -I/RTS shall be configured to process all or any combination of the following bill types: collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
- 5.13.3 Telephone equipment shall be powered by the telephone line and not require an additional power source. A power source will be available at the demarcation location.
- 5.13.4 CONTRACTOR shall provide a sufficient number of lines, ports, channels, etc. to ensure inmates/residents are allowed to place calls 99.5% of the time. County reserves the right to require CONTRACTOR to revise its configuration to a 1:1 (telephone to line, port, etc.) ratio should the configuration installed by CONTRACTOR result in inmate/resident complaints for busy signals or

unavailable prompts. Such configuration changes shall be completed by CONTRACTOR at no cost to County.

- 5.13.5 The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephones sets installed must include volume control. CONTRACTOR shall accept County's reasonable decision regarding whether the reception quality is acceptable.
- 5.13.6 Call acceptance by the called party shall be accomplished for all calls through DTMF confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The -I/RTS shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called party, etc. CONTRACTOR shall provide information on how the proposed I/RTS will be able to meet this requirement.
- 5.13.7 The -I/RTS shall be configured to monitor the cradle on the telephone sets. If the cradle is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. CONTRACTOR must assume all responsibility for fraud or unauthorized dialing, occurring as a result of the -I/RTS failing to meet this requirement.
- 5.13.8 With each call, the -I/RTS must provide an automated message to advise the called party that:
 - 5.13.8.1 That the call is coming from a correctional facility;
 - 5.13.8.2 The call is coming from a specified inmate/resident; and
 - 5.13.8.3 That the call may be monitored and recorded.
- 5.13.9 With each call, the -I/RTS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.
- 5.13.10 The -I/RTS shall be able to accommodate any of the following options for recording and playback of an inmate's/resident's name to the called party:
 - 5.13.10.1 The inmate/resident may record a name each time a call is placed. County requires that no more than two (2) seconds be allowed for the inmate/resident to record a name; this setting shall be configurable in the -I/RTS.
 - 5.13.10.2 The inmate/resident may record his/her name only once (with the first call attempted); the recorded name will be stored in the -I/RTS and shall be played back with all subsequent call attempts. County requires that no more than two (2) seconds be allowed for the inmate/resident to record a name; this setting shall be configurable in the -I/RTS.
 - 5.13.10.3 The inmate's/resident's name can be pre-defined using text to voice technology; the inmate/resident will not be allowed to record a name, and playback to the called party will be in the form of a machine/computer voice.

- 5.13.10.4 No name is announced. If this option is selected, the announcement to the called party should not include silence or an interruption where the name recording would normally be included.
- 5.13.11 CONTRACTOR shall indicate the number of times the -I/RTS plays the call acceptance information to the called party and whether the called party may interrupt the prompts by selecting a digit on the keypad. Please provide script of the call acceptance information provided to the called party.
- 5.13.12 The -I/RTS shall process calls on a selective basis: English and Spanish and at least 3 other languages to be determined by County. The inmate/resident must be able to select the preferred language at the time the call is initiated. CONTRACTOR shall indicate whether the called party will be able to select the preferred language for call prompts.
- 5.13.13 CONTRACTOR shall subscribe to the LEC Line Information Screening Data Base ("LIDB"). CONTRACTOR shall query this database for each inmate/resident call and process only those calls which do not have Billed Number Screening ("BNS"). CONTRACTOR must assume all responsibility for the cost and accuracy of validation.
- 5.13.14 For calls that are not able to be completed, the -I/RTS shall play a recorded message to the inmate/resident detailing why the call was not completed. CONTRACTOR shall provide a list of the available recordings as well as a complete description of each. County reserves the right to request CONTRACTOR modify/revise the recordings at any time during the AGREEMENT at no cost to County and within thirty (30) days of the request.
- 5.13.15 The -I/RTS shall allow free local calls from each of the intake/booking inmate/resident telephones.
- 5.13.16 County requires that CONTRACTOR allow free calls to the Public Defender, attorney offices and other agencies identified by County. CONTRACTOR shall accept County's direction for the type of free calls that will be added to the -I/RTS.
- 5.13.17 CONTRACTOR shall provide information on any security configurations available within the -I/RTS to prevent fraud relative to automated phone trees (i.e., inmates/residents pressing digits and getting to a live operator, etc.).
- 5.13.18 CONTRACTOR shall indicate whether the -I/RTS can be configured to allow inmates/residents to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.) and/or following the dialing sequence, the inmate/resident can be placed on-hold and shall not be permitted to hear the call progress. In no event shall the inmate/resident be allowed to communicate with the called party until the call is positively accepted.
- 5.13.19 The -I/RTS shall be able to program a specific speed dial code to selected numbers as determined by County and at no cost to County.

- 5.13.20 The -I/RTS shall be able to recognize rotary telephones. Please indicate how calls to rotary telephones are handled to ensure completion of all calls.
- 5.13.21 CONTRACTOR must specify the process for completing calls that would otherwise be blocked because of Competitive Local Exchange Carrier ("CLEC"), cell phones and unbillable issues. CONTRACTOR shall also identify the average percentage of calls that fail validation because of CLEC, cell phones and unbillable issues.
- 5.13.22 The -I/RTS user application shall allow County to query the CDRs for inmate/resident activities and calling patterns. The -I/RTS user application shall allow the following search criteria and filters to be applied to the CDR queries. In addition, the -I/RTS user application shall allow CDR results to be exported in a format selected by County (.csv, PDF, Excel, etc.). Please provide screen shots of the user application to demonstrate CONTRACTOR is able to meet this requirement:

a) Inmate/Resident Name (First, Last)	b) Inmate/Resident PIN	c) Record Identifier	d) Date Range (Start Date/Time And End Date/Time)
e) Facility	f) Called Number	g) Originating Number	h) Station Port
i) Station Name	j) Call Type	k) Bill Type	l) Duration (Minimum And Maximum)
m) Call Amount	n) Flagged Calls	o) Monitored Calls	p) Recording Type
q) Completion Type	r) Termination Type	s) Validation Result	t) Pre-Paid Card ID Number
u) Phone Group	v) Visitation Phones	w) Custom Search	

- 5.13.23 The -I/RTS user application shall be equipped with, at a minimum, the following standard reports in addition to the CDRs. The -I/RTS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Excel, etc.). Please provide screen shots of the user application to demonstrate CONTRACTOR is able to meet this requirement.

a) Call Statistics By Date Range	b) Frequently Called Numbers	c) Frequently Used PINS	d) Commonly Called Numbers
e) Call Detail Report	f) Gross Revenue Report By Date Range	g) Facility Totals And Statistics	h) Called Party / Number Accepting Report
i) Fraud/Velocity Report	j) Total Calls	k) Calling List (PAN) Report	l) Pre-Paid Card Report
m) Debit Usage Report	n) Debit Balance And Funding Report	o) Pre-Paid Card Balance Report	p) Bill And Call Type Distribution
q) Phone Usage	r) Reverse Look-Up	s) User Audit Trail	t) Audio Visitation Statistics

5.13.24 The -I/RTS shall have the ability to customize reports in a form mutually agreed upon by County and CONTRACTOR.

5.13.25 The system CDRs shall be stored in a minimum of three (3) locations to avoid any possibility of CDRs being lost.

5.13.26 The -I/RTS shall store all CDRs, including all attempted and completed calls, at the Facilities for a minimum period of three (3) years and stored offline for three (3) years.. County shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.

5.13.27 CONTRACTOR shall provide its process for offline storage.

5.13.28 The -I/RTS shall be able to perform remote diagnostics to the -I/RTS to determine if a problem exists with the telephone, station port, channel, line, etc. CONTRACTOR shall provide detailed information on the frequency for remote diagnostics.

5.13.29 The -I/RTS user application shall be able to allow multiple users simultaneous access while ensuring security to prevent unauthorized access.

5.13.30 The -I/RTS shall comply with Americans with Disabilities Act (ADA) and Title 24 of the California Code of Regulations including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD).

5.13.30.1 CONTRACTOR shall provide the number of TDD telephones and ports specified in Attachment A.

5.13.30.2 CONTRACTOR must indicate how the TDD telephones work with the proposed I/RTS.

5.13.30.3 CONTRACTOR shall provide detail on how TDD calls can be monitored via the -I/RTS.

- 5.13.31 The -I/RTS must offer the called party an option to receive a rate quote during the call acceptance process.
- 5.13.32 CONTRACTOR shall be able to establish an informant line at no cost to County. Calls to the informant line shall be free and shall be routed via the -I/RTS to a destination designated by County. CONTRACTOR shall accept County's direction for how the informant line is configured through the -I/RTS.
- 5.13.33 CONTRACTOR shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act ("PREA") of 2003. At a minimum, CONTRACTOR shall:
 - 5.13.33.1 Route free calls via the -I/RTS to a destination provided and designated by County and which may be the same as that used for the County informant line.
 - 5.13.33.2 At no cost to County, provide a telephone line to County dedicated for PREA calls to which the calls will be routed as free.
- 5.13.34 CONTRACTOR shall supply, at County request, signage, brochures, flyers regarding the -I/RTS and/or CONTRACTOR's pre-paid and debit programs at no cost to County.

5.14 **SECURITY FEATURES**

- 5.14.1 The -I/RTS shall prohibit:
 - 5.14.1.1 Direct-dialed calls of any type;
 - 5.14.1.2 Access to a live operator for any type of calls;
 - 5.14.1.3 Access to "411" information service;.
 - 5.14.1.4 Access to 800, 888, 877, 900, 911, and any other 900 type services; and
 - 5.14.1.5 Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 5.14.2 The -I/RTS shall prevent call collision or conference calling among telephone stations.
- 5.14.3 The -I/RTS shall be able to be shut down quickly and selectively, disabling individual telephones or groups of telephones without affecting other telephones or groups of telephones. County must be able to shut down the -I/RTS via a workstation, the -I/RTS user application and/or by cut-off switches at several locations including, but not limited to;
 - 5.14.3.1 At demarcation location;
 - 5.14.3.2 Central control; and
 - 5.14.3.3 By select housing units.
- 5.14.4 The -I/RTS shall not accept any incoming calls. CONTRACTOR shall work with the LECs to ensure such control. CONTRACTOR shall provide a detailed explanation regarding the information which is displayed on the called party's caller ID each time a call from the facilities is placed (ex: "unknown number," B-1 ANI, etc.).

- 5.14.5 The -I/RTS shall have a fraud prevention feature configured to randomly interject pre-recorded announcements throughout the duration of the conversation. These announcements may include a recording that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc. Please provide a list of the available pre-recorded announcements.
- 5.14.6 The -I/RTS, upon detection of a three way call (call forwarding and conference calls, etc.), shall be able to flag and/or terminate the call immediately. Three-way calls shall be flagged in the CDRs as such.
 - 5.14.6.1 Please indicate whether the -I/RTS plays a message to the inmate/resident and/or the called party prior to terminating the call.
 - 5.14.6.2 Please specify the method used by CONTRACTOR to detect three-way calls, specifically if the called party is utilizing a cell phone to place the three-way call(s).
- 5.14.7 Please indicate whether the -I/RTS is able to detect and terminate Remote Call Forwarding calls. If CONTRACTOR's I/RTS is unable to detect Remote Call Forwarding, please provide the status of CONTRACTOR's research and development relative to detection of Remote Call Forwarding.
- 5.14.8 The -I/RTS shall be able to block and unblock certain telephone numbers or certain telephone number prefixes from inmate/resident dialing. Please indicate whether the called party may block their telephone number during the call acceptance process.
- 5.14.9 The -I/RTS shall be able to allow calls to specified numbers at specified times during the day.
- 5.14.10 The -I/RTS shall be capable of limiting the length of a call, providing prompts/service at certain times of the day and allowing a maximum number of minutes or seconds per inmate/resident, per month. The current call time limit for the facilities is specified in Attachment A. The -I/RTS shall be capable of providing a message to the inmate/resident and called party thirty seconds (30) prior to the call time limit to notify the parties that the call will be disconnected once the call time limit is reached.

5.15 **PERSONAL IDENTIFICATION NUMBER (PIN) APPLICATION**

- 5.15.1 The PIN application shall work with the -I/RTS using all of the features and functionalities described herein.
- 5.15.2 The -I/RTS shall be able to provide collect, pre-paid and debit calling utilizing a PIN.
- 5.15.3 The -I/RTS shall be able to store Personal Allow Numbers Lists (PANs) associated with each PIN. These PANs shall allow a set quantity of allowed telephone numbers for each inmate/resident.
 - 5.15.3.1 CONTRACTOR shall indicate whether the proposed I/RTS documents updates or history of PAN entries. (e.g.: time/date stamp, etc.).

- 5.15.3.2 The PAN application shall allow the following information (at a minimum) to be stored for each telephone number: telephone number, called party name, relationship to inmate/resident and address.
 - 5.15.3.3 CONTRACTOR shall indicate how attorney phone numbers are stored with the PAN application and whether the attorney phone numbers count against the set quantity of allowed telephone numbers for the individual inmate/resident.
 - 5.15.3.4 CONTRACTOR shall indicate whether the system is capable of auto-enrolling PANs to avoid manual entry.
 - 5.15.3.5 Please indicate whether the PAN application will automatically allow for PAN updates based on a pre-set frequency (ex: quarterly, monthly, every 90 days, etc.).
- 5.15.4 The -I/RTS shall be able to assign PINs for inmates/residents through the -I/RTS user application by randomly generating a number unique to each inmate/resident. The facilities do not currently utilize PINs. CONTRACTOR shall indicate whether this feature is currently available; PINs will be required with the initial installation.
- 5.15.4.1 The -I/RTS shall allow for manual input or edit of inmate/resident PINs.
- 5.15.5 PINS shall not be required for booking/intake phone(s).
- 5.15.6 The -I/RTS shall be able to interface with the County's booking/jail management system (JMS) to allow inmate/resident PINs to be automatically transferred, activated and deactivated in the inmate/resident telephone system based on the inmate's/resident's custody status. The JMS utilized by County is the Criminal Justice Information System (CJIS) and the CJIS contact is Diana Kelley, 831-755-3710. It is CONTRACTOR's responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure CONTRACTOR will be able to meet the auto-PIN requirement with the initial implementation. County shall not be responsible for paying any amounts associated with the required interface.
- 5.15.7 Inmate/Resident PINs shall be stored in a database that is accessible to designated users, depending upon the user's password level.
- 5.15.8 The -I/RTS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.
- 5.15.9 The -I/RTS shall be capable of documenting the date/time when an individual PIN entry was added or modified in the -I/RTS and document the user making the change.

5.16 MONITORING AND RECORDING REQUIREMENTS

- 5.16.1 The -I/RTS shall be capable of permitting full monitoring and recording of all calls, inmate/resident and visitation, from any telephone within the facilities unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client privilege. The -I/RTS shall be able to exclude restricted or privileged calls and clearly designate non-recorded calls within the -I/RTS user application.
- 5.16.2 The -I/RTS shall record all calls, including those made from visitation stations. At a minimum, the facilities shall be able to play back a recorded call or a call in progress (aka live monitoring). The recording functionality must be able to split the inmate/resident side of conversation from called party side of conversation so playback can be accomplished on separate speakers.
- 5.16.3 All recordings shall be stored online for a minimum period of three (3) years and offline for a period of three (3) years upon the expiration or termination of the AGREEMENT. CONTRACTOR shall provide detailed information its offline storage process.
- 5.16.4 CONTRACTOR shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to County throughout the life of the AGREEMENT and any renewal terms.
- 5.16.5 CONTRACTOR shall pay County liquidated damages in the amount of three hundred dollars (\$300.00) per each consecutive twenty-four (24) hour period wherein County suffers one or more lost, unrecoverable or un-useable recording. County agrees to notify CONTRACTOR of such instances and provide up to (7) days per instance for CONTRACTOR to produce the call recordings.
- 5.16.6 Live monitoring shall allow County to view, at a minimum, the following information in chronological order. CONTRACTOR shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused during playback.

a) Call Start Time	b) Facility	c) Phone Location Name
d) Inmate/Resident Name	e) Inmate/Resident PIN	f) Called Number
g) Called City, State	h) Call Type	i) Bill Type
j) Call Status	k) Duration	

- 5.16.7 CONTRACTOR shall provide County with three (3) workstations, working real-time with the -I/RTS, for such monitoring, recording and reporting and three (3) laser printers. The workstations shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software and a licensed copy of Microsoft Office (or equivalent). In addition to CONTRACTOR provided workstations, and at the request of County,

CONTRACTOR shall provide fully web-based remote access to the -I/RTS at no cost to County to allow for anytime, anywhere access.

- 5.16.7.1 The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on the dedicated workstations.
- 5.16.7.2 CONTRACTOR shall provide a mechanism and/or router, at no cost to County, so each workstation provided by CONTRACTOR and/or facility user can connect to the -I/RTS to perform daily activities such as debit entries, monitor live calls, listen to recorded calls, etc. without leaving the County's Local Area Network ("LAN") or without residing on County's network. If necessary, CONTRACTOR shall provide County with a County-approved firewall to secure the connectivity between the networks. The firewall will be set up and managed by County.
- 5.16.8 The -I/RTS shall be capable of providing alerts for certain calling events and (at a minimum) allowing users to receive or forward a live call to a specified destination. CONTRACTOR shall include detailed information on the -I/RTS alert application: at a minimum, the types of alerts available (cell phone, pager, SMS text, email, etc.), and whether a security PIN for accessing the real-time call is required.
- 5.16.9 The -I/RTS shall provide simultaneous playback of recorded calls and visits as well as continuous audio recording of live conversations and visitation sessions.
- 5.16.10 CONTRACTOR shall ensure continuous diagnostics and supervision for call processing and call recording. Please provide detailed information on CONTRACTOR's diagnostics and remote troubleshooting processes to include failure reports, alarms, service history and other steps taken.
- 5.16.11 The -I/RTS user application shall allow the transfer/copy/export of recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording. Please provide a detailed description of the process for transferring/copying/exporting recordings.
- 5.16.12 The -I/RTS shall be able to email and copy the recorded conversations onto a compact disc (CD/DVD) or other storage medium in audio or MP3/data format with tamper free capabilities
 - 5.16.12.1 Please provide a listing of all other file types allowed by the -I/RTS.
 - 5.16.12.2 Please indicate whether the copying/burning process is built into the -I/RTS user application or whether the -I/RTS uses an external application/software.
 - 5.16.12.3 If CONTRACTOR proposes a centralized I/RTS solution, CONTRACTOR shall provide information on its capability to accommodate on-site storage of recordings and data.
- 5.16.13 CONTRACTOR's I/RTS user application shall at a minimum allow:
 - 5.16.13.1 The creation, modification and deactivation of user accounts;

- 5.16.13.2 The creation, modification and deactivation of inmate/resident accounts;
- 5.16.13.3 The creation, modification and deactivation of telephone numbers;
- 5.16.13.4 Assignment of inmates/residents or an inmate/resident type to an inmate/resident telephone or a group of inmate/resident telephones;
- 5.16.13.5 The ability to locate and access a specific recording by utilizing a unique recording/call identifier; and
- 5.16.13.6 The ability to configure blocked numbers without the assistance of CONTRACTOR.

5.16.14 CONTRACTOR shall provide a solution to ensure there is no loss of recordings or real time call data in the event of a power failure.

5.17 **PRE-PAID / DEBIT APPLICATION**

- 5.17.1 The pre-paid and/or debit application shall work with the -I/RTS provided. Please indicate whether the pre-paid/debit application is part of the -I/RTS or whether an external platform is utilized for the provision of pre-paid/debit calling.
- 5.17.2 The pre-paid and/or debit application shall allow pre-payment to a specific telephone number or an inmate's/resident's account. CONTRACTOR shall provide a detailed description of any additional pre-payment/deposit methods available.
- 5.17.3 The -I/RTS shall provide the inmate/resident with the balance of their debit and/or pre-paid account at the time of the call. The -I/RTS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
- 5.17.4 The pre-paid and/or debit application shall allow international calls.
- 5.17.5 CONTRACTOR shall be able to configure the pre-paid cards for use outside of the facilities. CONTRACTOR must provide detailed information on this process.
- 5.17.6 The pre-paid application shall be able to terminate a pre-paid account and issue a refund in a manner specified by County, preferably real-time and at the time of release. Please describe CONTRACTOR's process for meeting this requirement. Under no circumstances will CONTRACTOR be allowed to keep any money deposited in a pre-paid collect and/or debit account upon termination of the AGREEMENT between County and CONTRACTOR. All monies shall be returned to the end-user and/or inmate/resident no later than by the termination of the account or six (6) months of no activity, whichever comes first and in accordance with the California Unclaimed Property act.
- 5.17.7 The debit application shall be able to interface with the current commissary or JMS provider for ease of transferring money from the inmate's/resident's trust fund/commissary account to the inmate/resident telephone account as well as return any remaining funds to the trust fund account upon the inmate's/resident's release. The current commissary provider is Aramark and the Aramark contact is John Sylvince, 831-755-3895. Further, CONTRACTOR shall state whether it has

an established business arrangement and interface with County commissary provider. If CONTRACTOR does not have an established business relationship and interface, CONTRACTOR should contact County commissary provider during the RFP process in preparation for meeting this requirement for the initial implementation. It is CONTRACTOR's responsibility to initiate and establish a business relationship and necessary interfaces with County commissary provider. County shall not be responsible for paying any amounts associated with the required interface.

5.18 VIDEO VISITATION SPECIFICATIONS

5.18.1 County may choose to implement a video visitation solution in its facilities. Should County implement video visitation, the following would be required:

5.18.1.1 Monterey County Correctional Facility

5.18.1.1.1 One (1) video visitation station in each of the thirty-one (31) housing units which shall include enclosures and seven (7) general public visitation stations.

5.18.2 County is interested in offering the general public the option to complete remote visits in addition to completing onsite visits. All visits will be in accordance with the rules and regulations set forth by County. Onsite visits will be completed at no cost to the general public and inmate. CONTRACTOR may offer a revenue sharing option for remote visits in Attachment B. CONTRACTOR must specify all applicable fees as well as propose a commission structure in Attachment B.

5.18.3 CONTRACTOR shall describe the technology solution for video visitation that CONTRACTOR can provide, identifying any unique or distinctive features of the proposed product and/or service. CONTRACTOR shall include images of the proposed solution.

5.19 PUBLIC PAY TELEPHONE SPECIFICATIONS

5.19.1 CONTRACTOR shall furnish, install and maintain four (4) public pay telephones in the lobby of the facilities for use by the general public. The public telephones shall be furnished, installed and maintained by CONTRACTOR at no cost to County. All commissions and reporting due to County for the public telephones shall mirror the collect calling rates chosen for the -I/RTS. CONTRACTOR shall propose a commission rates based on Gross Revenue generated by the public telephones or a flat monthly fee amount in Attachment B. Gross Revenue shall include local, INTRAlata/INTRAstare, INTERlata/INTRAstare and INTERlata/INTERstare collect, credit card and coin revenue, less monthly LEC line charges.

5.20 MAINTENANCE

5.20.1 CONTRACTOR shall provide all necessary labor, parts, materials, and transportation to maintain all telephone and related services equipment in good working order and maintenance must be in compliance with the equipment manufacturer's specifications through the term of the AGREEMENT. No charge shall be made to County for maintenance of the -I/RTS.

- 5.20.2 CONTRACTOR shall maintain all cable related to the I/RTS, whether reused or newly installed.
- 5.20.3 CONTRACTOR shall provide telephone equipment personnel who have been fully trained and qualified as Service Technicians in Public Communications on the equipment and software to be serviced and/or certified by the equipment manufacturer if the manufacturer requires such certification.
- 5.20.3.1 Indicate the manufacturer and its personnel which will provide the spare equipment and replacement parts for the proposed I/RTS and its components.
- 5.20.4 All repair work is the responsibility of the CONTRACTOR. Any work is to be completed by local experienced technicians who have been given security clearance by the County. Any sub-contracted firm used by the CONTRACTOR shall have prior written approval from County due to security concerns in the facilities.
- 5.20.5 CONTRACTOR shall respond to repair requests from County or its Designated Agent by arriving at the site promptly after reasonable notice has been given on a twenty-four (24) hours a day, seven (7) days a week basis, 365 days a year.
- 5.20.6 Repairs or replacement of non-working or damaged equipment or software shall be started by a qualified technician within four (4) hours following notification of a service request or I/RTS failure. CONTRACTOR must exhibit to County a best effort approach to completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem. County shall be notified of progress and or delays in progress until there is resolution of the problem. CONTRACTOR shall notify County and/or its Designated Agent any time a technician will be dispatched to the facilities.
- 5.20.7 A service disruption is classified as an emergency when more than 10% of a facility's I/RTS (telephones, recording devices, etc.) or an entire housing unit's equipment within a facility is not operational. In this service disruption situation, the CONTRACTOR will respond within two (2) hours of notification and the emergency trouble will be resolved within twenty-four (24) hours or less, to the point where less than 10% of a facility is affected by the service outage, or at least partial service is restored to an entire housing unit. A fine, equivalent to the computed lost revenue for any non-working telephones will be assessed to the CONTRACTOR for every day in which more than 10% of a facility's I/RTS (telephones, recording devices, etc.) or an entire housing unit's equipment within a facility is not operational after the forty-eight (48) hour grace period has expired.
- 5.20.7.1 Should CONTRACTOR fail to resolve the service disruption within the forty-eight (48) grace period, in addition to the fine detailed above, CONTRACTOR shall also incur a daily fine or penalty. Such daily fine or penalty shall be equal to three-hundred dollars (\$300.00) per twenty-four (24) hour period past the grace period until service interruption is resolved by CONTRACTOR. County shall submit an invoice to CONTRACTOR identifying the total amount due for the service interruption and CONTRACTOR shall remit payment of the invoice within thirty (30) days.

- 5.20.8 Any act of vandalism or machine break-ins discovered by the CONTRACTOR shall be reported immediately to the County. The CONTRACTOR shall be totally responsible for any losses due to acts of vandalism or other loss.
- 5.20.9 All operation, maintenance and repair issues regarding the -I/RTS service shall be reported by CONTRACTOR to County or its Designated Agent promptly.
- 5.20.10 CONTRACTOR shall maintain a detailed log of all service and maintenance issues, including the location and identifier of the telephone set or equipment impacted, the nature of the failure and date of repair. The log shall be available to County or its Designated Agent upon request.

5.21 I/RTS UPGRADES AND PERFORMANCE PROCESS

- 5.21.1 CONTRACTOR shall notify County of any new I/RTS software upgrades within thirty (30) days of the introduction of the new software into the industry.
- 5.21.2 CONTRACTOR shall adhere to the following Performance Process when upgrading the -I/RTS, software, equipment, or performing any changes to the -I/RTS at the facilities. Any deviation from this process may result in liquidated damages incurred by CONTRACTOR. Such liquidated damages will be equal to three hundred dollars (\$300.00) per occurrence. CONTRACTOR shall be notified of the total amount due via written notice from County or its Designated Agent. County or its Designated Agent will invoice CONTRACTOR and payment shall be due within thirty (30) days of CONTRACTOR's receipt of invoice.
- 5.21.3 CONTRACTOR shall provide County and/or its Designated Agent, thirty (30) days written notice of a change or upgrade to the -I/RTS at the facilities.
- 5.21.4 CONTRACTOR shall perform extensive testing on all system changes or upgrades prior to discussing with County or its Designated Agent. At a minimum, this shall include the following:
 - 5.21.4.1 Extensive testing on a system identical to the -I/RTS at the facilities;
 - 5.21.4.2 Circuit testing;
 - 5.21.4.3 Configuration / setting preservation testing;
 - 5.21.4.4 Call processing;
 - 5.21.4.5 International calling; and
 - 5.21.4.6 Debit/pre-paid card calling.
- 5.21.5 CONTRACTOR shall provide detailed written information about the change and/or upgrade, specifically identifying additional features and functionalities to be made available to the facilities.
- 5.21.6 CONTRACTOR shall receive written permission from County and/or its Designated Agent, before scheduling or proceeding with any functionality changes to the -I/RTS at the facilities, especially if the changes will cause an interruption in service.

5.21.7 CONTRACTOR shall provide County and/or its Designated Agent with written instructions for the inmates/residents to update them on any changes to the voice prompts or dialing procedure. Such instructions shall be provided in English, Spanish and Braille and shall be posted throughout the facilities by CONTRACTOR.

5.21.8 County, at its option, shall have a minimum of two (2) weeks to notify inmates/residents at the facilities of any I/RTS changes that are going to specifically affect the inmates/residents.

5.21.9 CONTRACTOR shall coordinate a convenient time and day with County and/or its Designated Agent to implement the changes or upgrades to the -I/RTS to avoid an interruption in service. CONTRACTOR shall work with the facilities to schedule the changes or upgrades during a time when the telephones are not being used regularly by the inmates/residents.

5.21.10 CONTRACTOR shall coordinate the presence of a technician to the facilities on the day of implementation to place test calls and ensure the -I/RTS is functioning correctly.

5.21.11 All said changes shall be made by CONTRACTOR at no cost to County.

5.22 TRAINING

5.22.1 CONTRACTOR shall provide onsite training to County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to County. Training manuals shall be provided to County's staff at all training meetings and will become the property of County.

5.22.2 When requested by County, informational pamphlets shall be available to inmates/residents and shall describe the applicable features and functionalities of the -I/RTS.

5.22.3 CONTRACTOR will also provide full documentation for all of the -I/RTS features.

5.23 OFFICE AND PERSONNEL

5.23.1 CONTRACTOR's technicians will do both installation and repair. CONTRACTOR will have technicians that will be subject to do work at detention facilities under this, with specific qualified technicians to be assigned to individual County detention facilities.

5.23.2 CONTRACTOR, in the event of an emergency, will have the capability of bringing in additional technicians dedicated solely to the -I/RTS to perform services under the AGREEMENT at no cost to the County.

5.23.3 CONTRACTOR will provide the County with a list of employees who will require access to a detention facilities in order to provide services under the

AGREEMENT. County retains the sole right to use said list to determine whether an employee should be allowed access based on factors solely determined by the County. Any new employees added to the list for access to a facility must be approved by the County and meet all security guidelines. All CONTRACTOR employees entering the facilities will be subject to background checks prior to entering the facilities at no cost to the County.

5.24 **SHERIFF/PROBATION DEPARTMENT - SUPPLIED RESOURCES – COUNTY’ RESPONSIBILITIES**

5.24.1 Support Service Commander/Directors of Juvenile Hall & the Youth Center. The Sheriff Department shall appoint the Support Service Commander and the Probation Department shall appoint the Directors of Juvenile Hall & the Youth Center as the Project Manager. The Project Manager or his/her designee shall have overall responsibility for the inmate/resident telephone services as set forth herein.

5.24.2 Implementation of Service Requirements. The County assumes the responsibility for the following during the term of the AGREEMENT:

5.24.2.1 Provide adequate working conditions for CONTRACTOR’s personnel to accomplish their duties as required under this contract.

5.24.2.2 Maintain local and/or long distance inmate/resident telephone project Control.

5.24.2.3 Coordinate with the CONTRACTOR for the installation of all products.

5.25 **RESOURCES APPROVAL**

5.25.1 The County will be the sole judge as to the approval of any future County-supplied resources that may be requested by the CONTRACTOR. County reserves the right to accept or reject any or all of CONTRACTOR’s requirements for County-supplied resources and assistance.

5.26 **CONTRACTOR MINIMUM WORK PERFORMANCE PERCENTAGE**

5.26.1 CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

5.26.2 In Compliance with Climate-Friendly Purchasing Policy (policy is located online at www.co.monterey.ca.us/admin/policies.htm) CONTRACTOR shall provide wherever possible:

5.26.2.1 Electronic equipment which is Energy Star rated or meets similar energy efficiency standards;

5.26.2.2 Computer equipment which meets EPEAT “bronze” certification level or higher or meets similar energy efficiency standards;

- 5.26.2.3 Products which meet GreenSeal or EcoLogo environmental standards or a similar widely known authority on at least 50% of all delivered goods;
- 5.26.2.4 Packaging and shipping materials made from recycled materials, be recyclable, and be Styrofoam-free; and
- 5.26.2.5 Product distribution via alternative fuel vehicles.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) year periods
 - 6.1.1 County is not required to state a reason if it elects not to renew.
- 6.2 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
 - 6.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 PROPOSAL PACKAGE REQUIREMENTS

7.1 CONTENT AND LAYOUT

- 7.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposals packages shall include at a minimum, but not limited to, the following information in the format indicated:

<u>Proposal Package Layout</u> Organize and Number Sections as Follows	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS
Section 3	REFERENCES (ATTACHMENT C)
Section 4	TECHNICAL ASPECTS OF PROPOSAL
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING & WARRANTY
Section 7	EXCEPTIONS
Section 8	APPENDIX

Section 1, Requirements

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and Contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

Signed Signature Page and Signed Addenda: (if any addenda were released for this solicitation). Proposal packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

Table of Contents

Section 2, Pre-Qualifications/Licensing Requirements

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements as set forth in this section herein. CONTRACTOR must supply the following in its proposal:

- Documentation that CONTRACTOR is certified and registered to do business in the State of California;
- Documentation that all necessary requirements of the Public Service Commission and the Federal Communications Commission ("FCC") are met. Include a copy of the telecommunications service tariff for the State of California;
- A current annual report, and/or last two quarterly audited financial reports, along with a statement of financial condition;
- If CONTRACTOR has operated under a different name in the past three (3) years, provide names, dates, and addresses, and state where incorporated;
- If CONTRACTOR is for sale or is considering an acquisition or merger in the next six (6) months, provide information about target or acquiring company, and information regarding the stage of negotiations.

Section 3, Project Experience & References

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

- The names, addresses, telephone numbers and proximity distance from facilities for the technicians who will be maintaining, servicing and performing work under this solicitation and subsequent awarded contract;
- Confirm the number of technicians directly employed by CONTRACTOR as well as those which will be subcontracted for service at the facilities;

- CONTRACTOR shall disclose, with percentages clearly shown, what work for the facilities will be subcontracted and what work will be performed by CONTRACTOR employees.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provides services similar to the scope of work described herein. The references provided must be currently under contract with CONTRACTOR and have been operating under that contract or at least six (6) months. The following information should be provided for each reference: facility name and location, contact name and title, telephone number email address, Average Daily Population (ADP), AGREEMENT effective date and number of inmate/resident telephones. The County will conduct reference checks using this information.

Litigation: A synopsis of any litigation(s) where CONTRACTOR is a party or associated with CONTRACTOR or CONTRACTOR's I/RTS within the last five (5) years. The venue, style of case and status of litigation must be provided.

Section 4, Technical Aspects

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary for a turn-key project. CONTRACTOR shall also include:

- Descriptions and/or diagrams as appropriate;
- Proposed Project Timeline to ensure compliance with meeting the County's needs as indicated in this solicitation.

Section 5, Environmentally Friendly Practices

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County's Climate-Friendly Purchasing Policy (Reference: www.co.monterey.ca.us/admin/policies.htm).

CONTRACTOR shall indicate whether or not it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 6, Pricing & Warranty

CONTRACTOR shall complete and submit pricing as per Attachment B attached hereto.

CONTRACTOR shall provide a commission offer for the facilities based on the current calling rates and listed in Attachment B as Option #1.

CONTRACTOR may propose an additional commission offer in Attachment B based on alternative calling rates and fees as Option #2.

County is open to a postalized calling rate structure as well as international pre-paid / debit calling rates.

CONTRACTOR must detail all charges and fees that will be assessed for all collect, pre-paid and debit inmate/resident telephone calls including set up fees, depositing fees and refund fees associated with pre-paid collect accounts. CONTRACTOR may attach additional tables for Attachment B if CONTRACTOR chooses to provide more than two (2) commission and calling rate options past those allowed.

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

Section 7, Exceptions

A complete response to each section and numbered item must be provided. If CONTRACTOR is in full compliance with the section or numbered item, CONTRACTOR's response shall be, "Read, agreed and will comply." Otherwise, CONTRACTOR's response shall be, "Read and do not comply" and considered an Exception.

CONTRACTOR shall submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #10311". Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 8, Appendix

CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

7.2 ADDITIONAL REQUIREMENTS

7.2.1 To be considered "responsive," submitted proposals packages shall adhere to the following:

7.2.1.1 Five (5) sets of the proposal package (one original proposal marked "Original" plus four copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "RFP #10311". In addition, submit one (1) electronic version of the entire proposal package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.

7.2.1.2 Proposals packages shall be prepared on 8-1/2" x 11" paper, preferably duplex printed and stapled together without binder or plastic enclosure (environmentally friendly). Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

7.2.1.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.

- 7.2.1.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 7.2.1.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

7.3 CONFIDENTIAL OR PROPRIETARY CONTENT

- 7.3.1 Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

8.1 SUBMITTAL IDENTIFICATION REQUIREMENTS

- 8.1.1 ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10311 and CONTRACTOR’S COMPANY NAME.**

8.1.2 Mailing Address

- 8.1.2.1 Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.

Due Date

- 8.1.2.2 Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.

8.1.3 Shipping Costs

8.1.3.1 Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.

8.1.4 Acceptance

8.1.4.1 Proposals are subject to acceptance at any time within ninety days (90) after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.

8.1.5 Ownership

8.1.5.1 All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".

8.1.6 Compliance

8.1.6.1 Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.

8.1.7 CAL-OSHA

8.1.7.1 The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.0 SELECTION CRITERIA

9.1 The selection of CONTRACTOR and subsequent AGREEMENT award will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

9.1.1 All proposals submitted in response to RFP #10311 will be thoroughly evaluated to determine conformance with the terms, conditions, and specifications of this solicitation. A selection committee, including representatives from the Sheriff's Office, Custody Operations Bureau, Probation Department and the Contracts/Purchasing Division, will review all proposals received. Each evaluation criterion has been given a percentage based on its relative value to the scope of work as a whole.

- 9.2 The selection criteria include, but are not limited to, the following:
- 9.2.1 Financial Proposal
 - 9.2.2 System Capabilities and Applications
 - 9.2.3 References and Service
 - 9.2.4 CONTRACTOR financial stability
 - 9.2.5 Compliance
 - 9.2.6 Best and Final Offer (If Applicable).
 - 9.2.7 Presentation and/or Onsite Visits
- 9.3 AGREEMENT award will not be based on cost alone.
- 9.4 County may request a Best and Final Offer ("BAFO") from selected CONTRACTORS. A BAFO allows the CONTRACTOR an opportunity to supplement the original proposal or provide additional data/clarification. Selected CONTRACTORS will be contacted in writing by County and/or its Designated Agent requesting the submission of CONTRACTOR's BAFO. The BAFO will be in the form of an addendum to the selected CONTRACTOR's proposal.
- 9.5 The award resulting from this solicitation will be made to the CONTRACTOR that submits a proposal that, in the sole opinion of the County, best serves the overall interest of the County. An AGREEMENT will be awarded to the most responsible, responsive CONTRACTOR whose offer conforms to the solicitation and which will be the most advantageous to the County resulting from this solicitation and with or without negotiation.
- 9.6 Absence of required information will cause the proposal to be deemed unresponsive and may cause rejection.
- 9.7 Based upon the review of the above factors, the highest rated proposals may be further evaluated through presentations and/or site visits at the discretion of the selection committee, with an additional ten (10%) percent weight applied to the evaluation total for the presentation and/or site visit.
- 9.8 Any award made as a result of this RFP is subject to approval by the Board of Supervisors ("Board").
- 9.9 **SELECTION PROCESS**
- 9.9.1 The selection committee may arrange for discussions with CONTRACTORS submitting proposals, if required, for the purpose of additional clarification.
 - 9.9.2 The County reserves the right to conduct appropriate investigations into the background of any CONTRACTOR under consideration for the AGREEMENT.
 - 9.9.3 The selection committee intends to make a final selection and recommendation to the Board. After the Board's approval, the CONTRACTOR and the County will complete negotiations of an AGREEMENT incorporating the terms and conditions of this solicitation and the response of the successful CONTRACTOR.

Prices quoted herein, in a BAFO and/or addenda shall be firm for the period of the awarded AGREEMENT.

10.0 CONTRACT AWARDS

10.1 Multiple Award(s)

10.1.1 County has the option to award a portion or portions of this contract to multiple successful CONTRACTORS at the sole discretion of and benefit to County.

10.2 Board of Supervisors

10.2.1 The award(s) made from this solicitation may be subject to approval by the Board.

10.3 Interview

10.3.1 County reserves the right to interview selected CONTRACTOR before an AGREEMENT is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.

10.4 Incurred Costs

10.4.1 County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.

10.5 Notification

10.5.1 Unsuccessful CONTRACTORS who have submitted a Proposal Package will be notified of the final decision as soon as it has been determined.

10.6 In County's Best Interest

10.6.1 The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

10.7 No Guaranteed Value

10.7.1 County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

11.0 SEQUENTIAL CONTRACT NEGOTIATION

- 11.1 County will pursue AGREEMENT negotiations with the CONTRACTOR who submit(s) the best Proposal is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

12.0 AGREEMENT TO TERMS AND CONDITIONS

- 12.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

13.0 COLLUSION

- 13.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

14.0 RIGHTS TO PERTINENT MATERIALS

- 14.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

SAMPLE AGREEMENT SECTION

S1.0 SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR

S1.1 This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”, and _____, hereinafter referred to as “CONTRACTOR.”

S2.0 SAMPLE RECITALS

S2.1 WHEREAS, County has invited proposals through the Request for Proposals (RFP #10311) for Inmate/Residential Telephone Services, in accordance with the specifications set forth in this AGREEMENT; and

S2.2 WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

S2.3 WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

S2.4 NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

S3.0 PERFORMANCE OF THE AGREEMENT

S3.1 After consideration and evaluation of the CONTRACTOR’S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10311 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10311. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

S3.1.1 All attachments, Exhibits and Appendix to this AGREEMENT

S3.1.2 RFP #10311 Addendum (or Addenda) #____

S3.1.3 RFP #10311 dated _____, including all attachments and exhibits

S3.1.4 CONTRACTOR’S Proposal dated _____,

S3.1.5 Certificate of Insurance

S3.1.6 Additional Insured Endorsements

S3.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Appendix,

RFP #10311 Addendum/Addenda #__, RFP #10311 including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

- S3.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- S3.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- S3.4.1 CONTRACTOR must maintain all licenses throughout the term of this AGREEMENT.
- S3.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

S4.0 SCOPE OF SERVICE

S5.0 TERM OF AGREEMENT

- S5.1 The initial term shall commence with the signing of this AGREEMENT through and including ____, with the option to extend this AGREEMENT for _____ additional _____ year periods.
- S5.1.1 County is not required to state a reason if it elects not to renew this AGREEMENT.
- S5.2 CONTRACTOR shall commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.
- S5.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- S5.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

S6.0 COMPENSATION AND PAYMENTS

- S6.1 It is mutually understood and agreed by both parties that the County shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto
- S6.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- S6.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- S6.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- S6.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- S6.6 Tax
- S6.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - S6.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

S7.0 INVOICES AND PURCHASE ORDERS

- S7.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the _____ department at the following address:

- S7.2 CONTRACTOR shall reference the RFP #10311 on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- S7.3 All County of Monterey Purchase Orders issued for this AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- S7.4 Unauthorized Surcharges or Fees
- S7.4.1 Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included this AGREEMENT must be approved by County in writing via an Amendment.

S8.0 INDEMNIFICATION

- S8.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

S9.0 INSURANCE REQUIREMENTS

S9.1 Evidence of Coverage

- S9.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- S9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

S9.2 Qualifying Insurers

- S9.2.1 All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less

than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

S9.3 Insurance Coverage Requirements

S9.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

S9.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S9.3.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S9.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

S9.3.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

S9.4 Other Insurance Requirements

S9.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage

required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- S9.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- S9.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- S9.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- S9.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

S10.0 RECORDS AND CONFIDENTIALITY

- S10.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- S10.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- S10.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- S10.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under this AGREEMENT.

S11.0 NON-DISCRIMINATION

- S11.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- S11.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- S11.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

S12 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- S12.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- S12.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- S12.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- S12.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

S13.0 CONFLICT OF INTEREST

- S13.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with the COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing the COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to the COUNTY, as determined in the reasonable judgment of the Board of Supervisors of the COUNTY.
- S13.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for the COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify the COUNTY by notices, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the COUNTY hereunder.

S14.0 COMPLIANCE WITH APPLICABLE LAWS

- S14.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- S14.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- S14.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

S15.0 DRUG FREE WORKPLACE

- S15.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

S16.0 TIME OF ESSENCE

- S16.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

S17.0 WAIVER

- S17.1 No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure,

right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

S18.0 ASSURANCE OF PERFORMANCE

S18.1 If at any Time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY'S request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT.

S19.0 PATENT AND COPYRIGHT INDEMNITY

S19.1 CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to COUNTY under this AGREEMENT infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY'S prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.

S19.1.1 If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 17.0 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY'S defense and/or settlement of such proceeding.

S19.1.2 In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

- S19.1.3 Notwithstanding this Section 17.0, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

S20.0 BACKGROUND CHECKS

- S20.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.
- S20.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.
- S20.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).
- S20.1.3 EXCEPTION: personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.
- S20.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

S21.0 WARRANTY BY CONTRACTOR

- S21.1 CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

S22.0 ACCESSIBILITY

- S22.1 CONTRACTOR shall inform himself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under this AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

S23.0 CLEANUP

- S23.1 During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by this AGREEMENT. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by the COUNTY.

S24.0 DAMAGE

S24.1 The CONTRACTOR shall be held responsible for any breakage, loss of the COUNTY's equipment or supplies through negligence of the CONTRACTOR or his employee while working on the COUNTY's premises. The CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to the COUNTY any damages to the premises resulting from services performed under this AGREEMENT.

S25.0 GUARANTEE OF MALWARE-FREE GOODS

S25.1 All software/hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.

S26.0 INTELLECTUAL PROPERTY RIGHTS

S26.1 All data provided by County belongs to County. All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of County. Use or distribution of County data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from County.

S26.2 For systems hosted or stored on equipment not owned by County, CONTRACTOR shall furnish all data to County upon request by County at any time during the term of this AGREEMENT in a useable format as specified by County and at no additional cost to County.

S26.3 Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

S27.0 NOTICES

S27.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

S27.2 Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:

Name _____
Address _____

Tel. No. _____
FAX No. _____
Email _____

S28.0 LEGAL DISPUTES

S28.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

S28.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

S28.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

S28.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

--END OF SAMPLE AGREEMENT SECTION--

ATTACHMENTS AND SIGNATURE PAGE

ATTACHMENT A – FACILITY SPECIFICATIONS

SHERIFF'S DEPARTMENT FACILITIES: Main Jail and Adult Rehabilitation Facility

FACILITY SPECIFICATIONS	
ADP:	1,050 inmates
Number of Beds:	1,364 beds
Call Time Limit:	15 minutes
Hours of Availability for Inmate/Resident Telephones	6:00am – 11:00pm
Inmate/Resident Telephones Required:	136 telephones
Required Telephone Cord Length (Inmate/Resident Telephones):	12" cords
Visitation Sets Required:	15
Required Telephone Cord Length (Visitation Telephones):	12"
Portable/Cart Phones Required:	2 with 50' cords
TDD Devices (with Printers) Required:	2
Workstations (with Printer) Required:	1
Coin Pay Telephones Required:	2 (1 in the Main Jail and 1 in the Jail Lobby)
Inmate Video Visitation Units	31
General Public Video Visitation Units	7

AVERAGE MONTHLY STATISTICS*

CALL TYPE	COLLECT AND PRE-PAID COLLECT	
	# Calls	# Minutes
Local	108,402	1,865,987
Interlata InterState	7,173	111,866
Interlata IntraState	30,742	479,790
Intralata IntraState	55,124	828,258
Totals	201,441	3,285,901

* **NOTE:** These will be the only calling statistics provided during the RFP process. Also, these are monthly averages based on a full 12-month period.

ATTACHMENT A (Continued)

PROBATION FACILITIES: Juvenile Hall and Youth Center

FACILITY SPECIFICATIONS	
ADP:	151 residents
Number of Beds:	174
Call Time Limit:	15 minutes
Hours of Availability for Inmate/Resident Telephones	8:00am – 9:00pm
Telephones Required:	16 telephones
Required Telephone Cord Length (Inmate/Resident Telephones):	12” cords
Visitation Sets Required:	N/A
Required Telephone Cord Length (Visitation Telephones):	N/A
Portable/Cart Phones Required:	N/A
TDD Devices (with Printers) Required:	2 (1 for Juvenile and 1 for Youth)
Workstations Required:	N/A
Coin Pay Telephones Required:	2 (1 in the lobby of Juvenile and 1 in the lobby of Youth)

AVERAGE MONTHLY STATISTICS *

CALL TYPE	COLLECT AND PRE-PAID COLLECT	
	# Calls	# Minutes
Local	7,510	75,836
Interlata InterState	115	1,207
Interlata IntraState	2,021	20,947
Intralata IntraState	2,711	23,756
Totals	12,357	75,836

NOTE: These will be the only calling statistics provided during the RFP process. Also, these are monthly averages based on a full 12-month period.

ATTACHMENT B – CALLING RATES AND COMMISSIONS

CONTRACTOR shall provide a commission offer for the facilities based on the current calling rates and listed below as Option #1. Note the County does not currently have pre-paid cards or debit in place so not pre-paid card or debit rates are listed. CONTRACTOR may propose an additional commission offer based on alternative calling rates and fees as Option #2. County is open to a postalized calling rate structure as well as international calling rates. CONTRACTOR must detail all charges and fees that will be assessed for all collect, pre-paid and debit inmate/resident telephone calls including set up fees, depositing fees and refund fees associated with pre-paid collect accounts. CONTRACTOR may attach additional tables as an Attachment if CONTRACTOR chooses to provide more than two (2) commission and calling rate options past those allowed below. Failure to complete Attachment B may cause CONTRACTOR's proposal to be rejected.

Option #1 – Current Calling Rates

CALL TYPE	COLLECT AND PRE-PAID COLLECT		PRE-PAID CARDS		DEBIT	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local	\$2.50	\$0.17	N/A	N/A	N/A	N/A
INTRAlata	\$2.50	\$0.17	N/A	N/A	N/A	N/A
INTERlata	\$2.50	\$0.17	N/A	N/A	N/A	N/A
INTERstate	\$2.50	\$0.17	N/A	N/A	N/A	N/A
International	N/A	N/A	N/A	N/A	N/A	N/A
Collect Billing Fee:	N/A		N/A		N/A	
Pre-Paid Collect Fees*:	N/A		N/A		N/A	
Additional Fees:						
Commission Rate (%):						

*** Funding, Transaction and/or refund Fees.**

FINANCIAL INCENTIVE: \$ _____

MINIMUM / MONTHLY ANNUAL GUARANTEE: _____

COIN PAYPHONE COMMISSION: _____

VIDEO VISITATION REVENUE SHARING: _____

ATTACHMENT B (CONTINUED)

Option #2 – CONTRACTOR Proposed Calling Rates

CALL TYPE	COLLECT AND PRE-PAID COLLECT		PRE-PAID CARDS		DEBIT	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local						
INTRAlata						
INTERlata						
INTERstate						
International						
Collect Billing Fee:			n/a		n/a	
Pre-Paid Collect Fees*:	n/a		n/a		n/a	
Additional Fees:						
Commission Rate (%):						

* Funding, Transaction and/or refund Fees.

FINANCIAL INCENTIVE: \$ _____

MINIMUM / MONTHLY ANNUAL GUARANTEE: _____

COIN PAYPHONE COMMISSION: _____

VIDEO VISITATION REVENUE SHARING: _____

ATTACHMENT C REFERENCES

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies). Be sure to include addresses and phone numbers.

Reference Name: _____ City: _____
 Contact _____ Phone No.: () _____
 Date: _____
 Service Provided: _____

Reference Name: _____ City: _____
 Contact _____ Phone No.: () _____
 Date: _____
 Service Provided: _____

Reference Name: _____ City: _____
 Contact _____ Phone No.: () _____
 Date: _____
 Service Provided: _____

Reference Name: _____ City: _____
 Contact _____ Phone No.: () _____
 Date: _____
 Service Provided: _____

Reference Name: _____ City: _____
 Contact _____ Phone No.: () _____
 Date: _____
 Service Provided: _____

Failure to provide a list of at least three (3) customers may be cause for rejection of this RFP.

ATTACHMENT D LOCAL DECLARATION

RFP #10311 - COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

Bidders claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy”, adopted by the Monterey County Board of Supervisors on August 29, 2012, must certify they meet the definition of “Local Vendor” as defined and in accordance to the adopted policy.

Any bidder claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all of the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <http://www.co.monterey.ca.us/admin/pdfs/LocalPreferencePolicy082912.pdf>

County shall not be responsible or required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on county purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local business preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

If any license, permit, or approval is required from any state, federal or local agency whatsoever for the service or work to be performed pursuant to the terms and conditions of the procurement in question, bidder shall obtain such approvals at its own expense prior to commencement of said work or service which may result from this solicitation.

Bidder certifies under penalty of perjury they have both read and confirm they meet the requirements as outlined within the County’s Local Preference Policy for the procurement in question.

Business Legal Name (and dba name if any): _____

Business Address: _____

City: _____ ***State:*** _____ ***Zip Code:*** _____

Signature of Authorized Representative: _____

Date: _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ ***E-Mail:*** _____

This form must be submitted within a bidder’s proposal package in order for the County to apply the applicable local preference. Failure to submit this form means that the bidder is not declaring itself a local business and there will be no local preference applied.

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # **10311**
ISSUE DATE: November 29, 2012



RFP TITLE: Inmate / Resident Telephone Services

PROPOSALS ARE DUE IN THE OFFICE OF THE
CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON January 8, 2013

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING
OFFICE
168 W. ALISAL STREET, 3rd FL.
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Jaime Ayala, AyalaJ@CO.MONTEREY.CA.US, (831) 755-4998

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 4 copies):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____