



**DEPARTMENT OF CORRECTION
REQUEST FOR PROPOSALS
INMATE TELEPHONE SERVICES
DOCRFP-ITS-V9**

MANDATORY PRE-PROPOSAL CONFERENCE AND FACILITY TOURS:

PRIOR SECURITY CLEARANCE REQUIRED

Wednesday, February 17, 2010, 9:00 AM

COUNTY OF SANTA CLARA MAIN JAIL

150 WEST HEDDING STREET

SAN JOSE, CA 95110

PROPOSALS DUE:

Wednesday, March 31, 2010, 5:00PM

COUNTY OF SANTA CLARA DEPARTMENT OF CORRECTION

Point of Contact:

Fletcher Dobbs

Fletcher.Dobbs@doc.sccgov.org

COUNTY OF SANTA CLARA DEPARTMENT OF CORRECTION
REQUEST FOR PROPOSALS
INMATE TELEPHONE SERVICES

Table of Contents

1 INTRODUCTION4

1.1 Inquiries / County Point of Contact.....5

1.2 Objective5

1.3 DOC Facilities.....6

1.4 Inmate Telephone Counts6

1.5 Average Inmate Population7

1.6 Average Telephone Usage8

1.7 Scope of Work.....8

1.8 RFP & Agreement Milestone Schedule9

2 INMATE TELEPHONE SYSTEM DESCRIPTION AND REQUIREMENTS.....9

2.1 Service Provider Requirements.....9

2.2 Rates, Revenue, Commissions, Costs, Other Compensation, and Customer Billing16

2.3 Technical Specifications / Inmate Telephone System Requirements22

2.4 Installation, System Implementation, and System Upgrade Requirements.....38

2.5 Training Requirements.....40

2.6 Support41

2.7 Additional Services.....44

3 PROPOSALS45

3.1 Process45

3.2 Evaluation and Selection54

3.3 Protests57

4 RESULTANT AGREEMENT60

4.1 Agreement Development and Award60

4.2 Requirements61

EXHIBITS67

EXHIBIT A COUNTY CONTRACTING PRINCIPLES68

EXHIBIT B NON-COLLUSION DECLARATION87

EXHIBIT C PUBLIC RECORDS ACT INDEMNIFICATION AGREEMENT88

EXHIBIT D CUSTOMER REFERENCES90

EXHIBIT E INSURANCE AND INDEMNIFICATION REQUIREMENTS92

EXHIBIT F DECLARATION OF LOCAL BUSINESS97

1 INTRODUCTION

Inmate telephone services are provided in the County's jail facilities by a telephone services provider under contract to the Santa Clara County Department of Correction, hereinafter also referred to as the "DOC" and the "Department". The Agreement currently in place will expire on July 31, 2010. This Request for Proposals (RFP) is an invitation to service providers to submit proposals to enter into a new Agreement for providing inmate telephone services in County of Santa Clara Department of Correction jail facilities in San Jose and Milpitas, California.

In the context of this RFP, the term "inmate telephone services" is all inclusive of the inmate telephone system in the County's jail facilities in general. As such, all components (hardware and software), tools, troubleshooting and repair equipment, installation, maintenance, support, management equipment, system management of all telephones and equipment, telephone monitoring and recording equipment and components, and all telephone equipment are included when reference is made in this RFP to "inmate telephone services".

The County of Santa Clara Department of Correction makes telephone services available to inmates housed in County of Santa Clara Jail facilities. Inmate visitation telephone services are also provided in non-contact visitation areas.

- Telephone devices for the hearing impaired are provided when required.
- Prepaid international calling cards are available for purchase by inmates.
- Court authorized In Propria Persona (in pro per) inmates are provided a certain number of free, unmonitored calls (which generally range from one to four per week) per DOC policy and Court orders.
- Inmate telephone calls are monitored and recorded for security and investigative purposes and when allowed by statute.
- Recordings of inmate calls are stored for future use by the Department and other law enforcement agencies for 24 months for calls outside the facility and 12 months for visitation calls.

- Telephones are installed at numerous locations throughout the jail facilities for use by inmates.

Other than for inmate telephone calls provided as defined by statute or court order and visitation calls that take place between inmates and their visitors within the jail facilities, called parties are charged fees to complete telephone calls received from DOC jail inmate telephones. Fees billed by the inmate telephone service provider are split between the telephone services provider and the Santa Clara County Inmate Welfare Fund (IWF).

1.1 Inquiries / County Point of Contact

All inquiries, questions, correspondence, and responses related to this RFP are directed to:

Fletcher Dobbs
Senior Management Analyst
County of Santa Clara Department of Correction
180 West Hedding Street
San Jose, CA 95110

Fletcher.dobbs@doc.sccgov.org	email
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408-425-3867	Mobile

1.2 Objective

The objective of this Request for Proposals (RFP) is to solicit and obtain responses from qualified service providers to provide all equipment, software, labor, maintenance and support for the installation, implementation, operation, and management of an inmate telephone system and full-scale, state-of-the-art telephone monitoring system at the County's correctional facilities.

This RFP provides detailed instructions for service providers interested in submitting proposals in response to this RFP. Proposals must include sufficient information to allow the County to thoroughly evaluate each service provider. This RFP contains

specific details with regard to equipment, system, and administrative requirements, so that each service provider will provide a written response that:

- Acknowledges and asserts understanding of each and every requirement.
- Thoroughly explains how the service provider will accomplish the requirement. Proposals must include both a technical explanation and a layman's explanation, so that technical and non-technical staff may fully understand the response.
- Provides specific performance measures so that the County can measure the selected service provider's performance.

1.3 DOC Facilities

1.3.1 Main Jail Complex

The Main Jail Complex is made up of two physical buildings. The Main Jail North (MJN) building was opened in 1987 and is located at 150 West Hedding Street, San Jose, California 95110. The Main Jail South (MJS) building was constructed in 1957 and is located at 180 West Hedding Street, adjacent to the MJN facility.

1.3.2 Elmwood Complex

The Elmwood Correctional Complex is located at 701 South Abel Street, Milpitas, California, approximately 5 miles north of the Main Jail Complex. Elmwood's sixty-plus acres are physically divided into multiple inmate housing areas, including the Elmwood Women's Facility. Each of the housing areas includes multiple buildings, many of which are currently equipped with inmate telephones.

1.4 Inmate Telephone Counts

The following table lists the approximate inmate telephone counts currently located in each of the County jail facilities.

	Inmate Phones	Visiting Phones	Portable Phones w/ Amplified Handset	Telephone Devices for the Deaf (TDD)	Portable TDD
Main Jail Complex					
Main Jail North	125	40	10	15	1
Main Jail South	100	10			1
Approximate Total	225	50	10	15	2
Elmwood					
Elmwood	325	50	5	10	1
CCW	90			4	1
Approximate Total	415	50	5	14	2
Approximate Total	640	100	15	29	4

1.5 Average Inmate Population

Santa Clara County Department of Correction

Average Daily Inmate Population

January 1, 2005 through November 30, 2009

	2009	2008	2007	2006	2005
January	4,365	4,522	4,406	4,479	4,132
February	4,360	4,608	4,440	4,586	4,260
March	4,382	4,572	4,533	4,534	4,374
April	4,360	4,589	4,597	4,499	4,388
May	4,391	4,637	4,666	4,498	4,421
June	4,311	4,653	4,695	4,362	4,557
July	4,337	4,734	4,722	4,329	4,627
August	4,310	4,739	4,724	4,385	4,604
September	4,392	4,675	4,808	4,480	4,558
October	4,405	4,694	4,773	4,581	4,590
November	4,254	4,564	4,738	4,539	4,715
December		4,386	4,477	4,373	4,586

1.6 Average Telephone Usage

Santa Clara County Department of Correction

Inmate Telephone Calls Completed

July 1, 2006 through November 30, 2009

	2009	2008	2007	2006	2005
January	85,105	87,245	89,634	Inmate call data not available prior to July, 2006	
February	78,969	89,352	83,791		
March	87,474	99,231	93,229		
April	88,108	95,081	95,218		
May	91,122	99,538	97,435		
June	81,880	90,959	93,809		
July	80,537	90,716	93,193	79,236	
August	74,468	94,032	90,077	83,828	
September	75,134	85,153	88,532	85,833	
October	81,491	93,202	91,197	89,595	
November	75,923	88,522	88,316	86,901	
December		87,883	88,561	91,362	

1.7 Scope of Work

This RFP seeks proposals from qualified service providers to provide the Santa Clara County Department of Correction with an inmate telephone services system that enables the Department to offer inmates and persons in the process of being placed into the custody of the Department the ability to make telephone contact outside the County Jail facilities, within the guidelines, rules and policies of the Department and according to applicable laws. All service providers providing proposals in response to this RFP acknowledge complete understanding of each requirement listed herein. In addition, all proposals shall include the following acknowledgements.

- a. Statement of Work and Schedule: All proposals shall include confirmation of commitment to the requirements contained herein as well as the project and implementation schedule included in this RFP.
- b. All proposals shall include a response to each and every requirement listed in this RFP under the same heading and numbering in which they appear in the RFP. Proposals that do not address each requirement listed in this RFP may be declared by the County to be non-responsive and may then be disqualified from the selection process.

- c. All proposals shall include a detailed list and explanation of all resources that may be required from the County.

1.8 RFP & Agreement Milestone Schedule

SODOC Inmate Telephone Services RFP & Contract Process Milestone Schedule Summary Version 122409

Activity	Start	Complete
RFP Posted on Bid Sync	4-Jan-10	1-Feb-10
Written Questions Accepted	4-Jan-10	24-Feb-10
Last Day To Submit Tour Participation / Security Clearance Request		3-Feb-10
Mandatory Pre-Bid Conference/ Tours		17-Feb-10
Answers Posted on Bid Sync		3-Mar-10
Proposals Due		31-Mar-10
Interviews/ Demonstration (If Needed) - Week Of		7-Apr-10
Award Decision		21-Apr-10
Contract Executed		11-May-10
Implementation	11-May-10	31-Jul-10

2 INMATE TELEPHONE SYSTEM DESCRIPTION AND REQUIREMENTS

2.1 Service Provider Requirements

- a. Provide a brief description of your company, including all business names, number of employees, years in business, business locations, client base, and areas of expertise.
- b. Provide the name(s), title(s), telephone number(s), and email address(es) of the individual(s) designated as your company's authorized representative(s).
- c. Does your company provide services or products other than inmate telephone systems? If so, please describe what other services and products your company offers.
- d. Provide a detailed discussion of your company's experience and qualifications in performing the scope of work requested in this RFP. Particular attention should be focused on the experience your company and/or staff have in inmate telephone systems.

- e. Proposers shall disclose if they have defaulted or default was alleged in the performance of a contract during the past five years that lead the other party to terminate the contract, or if a contract was terminated prior to its expiration for any reason, including the identity of the parties involved and the circumstances of the default and/or termination.
- f. Proposers shall disclose a list of all lawsuits filed against their firm, their firm's subsidiaries, officers, directors, partners, members, parent or other corporate affiliates or their subcontractors in the past five years and the outcome of those lawsuits.
- g. Right to Conduct Business - The selected service provider is required to obtain all necessary certificates, licenses and permits required by city, county, state, and federal law in order to perform the services described in any resultant Agreement.

2.1.1 Performance Bond Required

The County requires that the selected service provider shall provide a performance bond that meets the following requirements.

- a. The selected service provider shall deliver to County a performance bond duly executed by a reputable surety company reasonably satisfactory to County within seven calendar days of receiving an executed Agreement. The selected service provider shall pay all premiums and related costs. The selected service provider and the surety must sign the bond. The bond will be issued by an insurance company that is a California Admitted Surety and is either a current A.M. Best A IV rated surety or has a current Standard and Poor's rating of A.
- b. The performance bond shall be in the amount of \$1,000,000 and will guarantee the faithful performance by the selected service provider of all work and obligations under any resultant Agreement, and shall be adequate to provide all funds needed for County to pay for acquisition and installation of all equipment, materials, and staff required under the Agreement to implement a complete and fully functional inmate telephone system as required by the Agreement
- c. The performance bond shall provide for the immediate release of funds to County for performance of obligations under the resultant Agreement upon notice of a material breach of the resultant Agreement by the selected service provider without waiting or

cure periods, or similar meet and confer or dispute resolution. County need not file a legal action to avail itself of bond proceeds. County will determine the amount of forfeiture based on the actual, direct and reasonable costs incurred by County to replace the functionality of the system that the selected service provider is obligated to provide to County under the resultant Agreement and that have not been provided and for any revenue lost due to the selected service provider's breach of the resultant Agreement.

- d. The performance bond must be in effect from the execution date of a resultant Agreement until the system is fully installed and accepted in written form by County in accordance with any resultant Agreement and remain in effect for six months after acceptance.
- e. The selected service provider's failure to satisfy this section during the term of a resultant Agreement may be deemed a material breach of the Agreement. If County reasonably deems any surety or sureties unsatisfactory at any time, County shall notify the selected service provider and the selected service provider shall substitute a new surety or sureties satisfactory to County or an alternative performance security approved by County as soon as reasonably possible. County shall act reasonably in determining the acceptability of the performance bond and issuing surety.
- f. If the selected service provider fails to meet the performance standards established in a resultant Agreement, County will be in charge of proceeds from the performance bond to address the default of the selected service provider as County deems fit.

2.1.2 Service Provider Disclosure

- a. The service provider must disclose and explain all one-time costs, if any, to the County associated with the purchase, installation, and implementation of the inmate telephone system and recording and monitoring system, and all ongoing costs, if any, to the County, for service, maintenance and support, and the successful day-to-day operation of the inmate telephone system and recording and monitoring system. The County shall not be responsible for any costs not included in the service provider's proposal. As such, it is critical that the service provider fully understand the facilities, facility locations, grounds, wiring, cabling, software and equipment requirements, and any other factor(s) that could impact inmate telephone services.

- b. The service provider must state how long it has operated as an inmate telephone service provider, if the service provider has provided service under any other name in the past five years and if the service provider is currently involved in any litigation due to nonperformance, or with any competitors.
- c. Service provider must disclose if it is presently negotiating a sale, acquisition or merger, which would alter its management structure as described in its proposal.
- d. Service provider must disclose any plan(s), which would result in sale, transfer, elimination or substantial modification to inmate telephone services described in its proposal.
- e. The service provider must explain how its rates compare to dominant carrier rates, if the rates are registered with the California Public Utilities Commission (CPUC), and if any changes to call rates are subject to CPUC approval.
- f. Detail any complaints that have been filed against the service provider, its subsidiaries, parent or other corporate affiliate, or its subcontractors by the FCC, CPUC or other state's Public Utility Commissions in the past five years.
- g. Provide a complete list of all correctional clients the service provider is presently under contract to for inmate telephone services. Please provide five references. If available, these should be of inmate phone installations similar in size to that of the County. Unavailability of references of a size similar to Santa Clara County is not a disqualifying requirement, however five references are required. Include the name of the facility, installation date, type of system, inmate population, number of inmate telephones, call volume, and the facility contact name with current address, phone number, fax number, and email address.
- h. Provide a list of facilities where the service provider has provided inmate telephone services in the past five years but no longer provides the service. State the reason why service provider no longer provides the service.

2.1.3 Service Provider Background

- a. Provide service provider's history and experience providing inmate telephone services. State the number of years in business, number of inmate phone installations, size of systems, locations and number of present contracts. For the last ten installations, include the name of the facility, location, size, and installation date.

- b. Service provider must indicate the form of ownership and the number of years service provider has been in business under current name(s). If the service provider has been in business under a different name(s), provide all names under which the service provider has done business. Also include the names of any companies that service provider has acquired (in any manner) or has engaged with in a merger. All questions in this RFP pertaining to the service provider's organization include all associated companies as listed above.
- c. Provide the names of each of the chief officers, if a corporation. Indicate the division responsible for inmate phones and provide an organizational chart of staff responsible for the management and administration of the division. Provide the year and state of incorporation. If a partnership, provide the names of the partners.

2.1.4 Service Provider Stability

- a. The service provider must be stable and financially solvent. Detail service provider's financial status and include as exhibits to the proposal, the service provider's two (2) most recent sequential annual reports and financial statements.
- b. The service provider is required to submit a statement detailing its organization's financial stability and experience in providing inmate telephone equipment, services and maintenance.

2.1.5 Service Provider Qualifications

- a. The service provider must be in the business of providing inmate telephone systems and related services (as specified in this RFP) for a period of at least three to five years before the proposal submission date. The service provider must provide documentation in its proposal supporting their experience.
- b. The service provider must meet all certification requirements of the CPUC, the FCC, Office of the California Secretary of State, and any other applicable laws, industry codes and standards throughout the term of the Agreement.
- c. The service provider must have all required permits, bonding and licensing to install, operate and provide the inmate telephone system and local, long distance

and international call services proposed in their response to this RFP. The service provider must provide evidence that it is currently licensed to do business in the State of California.

- d. The proposal must include the service provider's regulatory history in the State of California and provide certification that the service provider is legally authorized to do business in the State of California or, alternatively, will obtain a certificate to conduct business in the State of California on or before the proposal due date.
- e. The successful service provider must identify an implementation project manager who will be responsible for the entire scope of system installation and cutover, and shall be the primary point of contact for the County during the installation/cutover process. Provide the position description and qualifications for the project manager, on-site manager, and all personnel who would be involved with the installation, programming, remote diagnostics, service and customer support of the County inmate telephone system.

2.1.6 Subcontractors

- a. Subcontractor relationships are permitted; however, the selected service provider shall act in the role of the single-prime service provider with end-to-end responsibility for the entire system and its ability to provide call completions as described in this RFP.
- b. Service providers shall disclose and explain their relationships with subcontractors and manufacturers as it pertains to the support of the service provider's proposed installation, implementation, maintenance, support, and/or management of the inmate telephone and monitoring systems throughout any resultant Agreement term and any extension granted.
- c. Provide the name, address and service provider history for each subcontractor to this proposal. State the number of years the subcontractor has been in business providing the services for which you are subcontracting. Describe the relationships between the prime and all proposed subcontractors to this proposal, including the division of roles and responsibilities that will be providing service to the County. Service provider must provide the name, address and phone

number of the key contact person for the prime and all subcontractors. Provide a copy of any contract or agreement with any subcontractor.

- d. The service provider must disclose the services that will be subcontracted and to whom the services will be subcontracted.
- e. The selected service provider and its subcontractors will be required to comply with jail security regulations and must provide security background information prior to being granted access to any County correctional facility.

2.1.7 Service Provider Accountability

- a. Provide a thorough description of how calls are retrieved, processed, rated, billed and collected. Describe the process of how inmate telephone calls appear on commission summary reports to the County. Provide the name of the clearinghouse responsible for billing and collection. Include in each step of the process how the service provider controls each phase of the process. Include the procedure for notifying the clearinghouse of the call charges that apply.
- b. Explain the business rules for billing, including the proposed definition of a completed call.
- c. Provide information, a fee schedule, and follow-up data requested by the County, so that the County will be able to determine the service provider's ability to report the percentage of sales they indicate in their proposal.
- d. The County shall not be responsible for any un-billable, uncollectible or fraudulent telephone calls. Commissions to the County shall be based on gross billable calls as sent to billing and collection.
- e. Disclose and explain the policies and procedures the service provider has in place to limit annual bad debt, exposure to fraud, un-billable calls and un-collectable calls. Indicate service provider's percentage of bad debt, and percentage of un-billable calls.
- f. The successful service provider must provide a toll-free number for the public to use in resolving billing questions. Service provider must include the process it uses to respond to inmate and/or inmate family complaints and requests for information. Indicate the average length of time a person must wait on hold

before being connected with a customer service representative and the average length of time for a customer complaint or request for information to be resolved. Include the toll-free number in the proposal.

- g. Define the service provider's policy and experience with three-way conference calling from the inmate phones. Disclose and explain controls that the service provider has in place to limit three-way calling.

2.2 Rates, Revenue, Commissions, Costs, Other Compensation, and Customer Billing

Proposals shall include a comprehensive and detailed list of all rates and fees to the County, inmates and called parties. ***No change to rates or fees and no new fees are allowed to any party subsequent to submission of a proposal.*** Inmate telephone services rates shall be public information, supplied to the County by the selected service provider in printed and digital (computer) form for posting on the County's Department of Correction informational Internet site at the start of the term of any resultant Agreement.

- a. The County's goal is to maintain an acceptable level of income for the Inmate Welfare Fund while also providing reasonable telephone rates for inmates and called parties. Such rates must be maintained for the life of any resultant Agreement.
- b. In any event, no rate changes shall be allowed without prior written approval by the County.
- c. The service provider must list and explain the charges that will be billed to called parties when they receive a call.
- d. The service provider must list and explain the charges, if any, that will be incurred by an inmate when a call is placed.
- e. Indicate the increments, (60 second, 30 second, 6 second, or other) in which calls are billed.
- f. The service provider must list and explain the commissions the County will receive in connection with the use of the system.

- g. Proposals shall include a rate table representing day, evening and night rates for each of the five (5) Agreement years and the two potential Agreement extension years. If more than one rate / commission structure is being offered, service provider must attach a separate rate table for each option. Use the table format below to disclose the call type, connect charge (not including the first minute charge), the rate for the first minute, the rate for each additional minute, the cost for a fifteen-minute telephone call, and the commissions paid to the County based on the total gross revenue for the telephone call. The rate table must reflect all hours of the day.

Call Type Offered	Connect Charge	1st Minute	Additional Minutes	15 Minute Total	Commission % of Gross Revenue
Local					
Intra-LATA					
Inter-LATA					
Interstate					
International					

2.2.1 Free Calls

- a. The selected service provider shall provide free a minimum of three to five local calls, depending on the arrestee's status, in the intake booking area at the Main Jail and in the processing area at the Elmwood Women's Facility according to California Penal Code § 851.5. Telephones installed in these areas will allow both free local calls and collect long distance calls.
- b. The selected service provider shall provide a certain number of free, unmonitored calls (which generally range from 1 to 4 per week) per DOC policy and Court orders, to inmates who represent themselves (In Propria Persona; "in pro per" inmates) in various legal proceedings.
 1. The County shall be provided the ability to generate reports that list and verify the number of free calls provided to each in pro per inmate during a specified period.
- c. The selected service provider shall provide free local calls using "speed dial" telephone numbers to various other agencies supplying services to inmates or

persons in the process of being placed into the custody of the County jail. The County will supply the selected service provider with a list of the agencies and their telephone numbers.

1. The number of speed dial numbers required is expected to be in the range of 25 to 30.
2. The speed dial numbers may include local and toll free long distance telephone numbers.
3. In some cases, the speed dialed destination telephone number specifically requires a non-monitored connection (calls to the Public Defender, for example).

2.2.2 Revenue and Commissions

- a. Commissions shall be paid to the County for all inmate telephone calls in an amount calculated as a percentage of total inmate telephone system revenues, monthly during the term of the resultant Agreement. Terms are net 25 days from the end of each Agreement month (whole, 12 month calendar months).
- b. The selected service provider shall pay County commissions in an amount identified in the proposal, of gross revenue for calls placed. Gross revenue is defined as the chargeable revenue associated with a completed call, whether collected or not, with no deductions for costs associated with fraud, bad debt, line charges, equipment charges, billing and collection charges, or other fees. A completed call is defined as any call that is accepted by the called party and does not include free calls, refusals, or busy signals.
- c. Commission payments shall be submitted to the County on a monthly basis, and shall be accompanied by a report that itemizes by facility, minutes of usage, number and type of calls, total gross revenue, revenue for each telephone, and total commission.
- d. Proposals shall provide that all call records shall be downloaded daily, directly to the billing resource utilized by the service provider. Proposals shall describe this

process in specific terms that demonstrate the data integrity and accuracy of call records.

- e. A sample commission summary report shall be included with each proposal.
- f. The County shall not be responsible for un-billable, un-collectible or fraudulent telephone calls; commissions to the County shall be based upon gross revenue as provided for billing and collection purposes.
- g. In the Rates and Commission section of the proposal the service provider shall include projections of the annual commission payable to the County based on the rates provided by the service provider and the historical average daily inmate population supplied in this RFP.
- h. Should any Agreement renewal options be exercised by the County in its sole discretion upon approval of the Board of Supervisors, proposals shall provide that the selected service provider shall agree to pay County a minimum of the same commission percentage as defined for the first five (5) year period of the resultant Agreement.

2.2.3 Called Party Prepaid and Billable Accounts and Prepaid Calling Cards

- a. Called Party Prepaid and Billable Accounts: The selected service provider shall offer called parties the option to arrange for prepaid call acceptance, and/or billable accounts, subject to the called party meeting prepaid or billable account terms established by the service provider and approved by the County.
- b. Provision shall be made for inmates to complete international calls.
- c. Prepaid Calling Cards:
 - 1. Prepaid international calling cards may be made available to inmates for international calls.
 - 2. If offered, inmates must be able to purchase prepaid international calling cards via the County's commissary services provider, at the County's discretion.

3. If offered, all prepaid international calls shall be subject to the same call restrictions and commission levels as collect calls.
4. If offered, prepaid international calling cards shall not function when use is attempted for completing a domestic call.
5. Service providers are required to offer the County the ability to implement domestic call, prepaid calling cards for use by inmates and to be available through the DOC's commissary service provider, at the sole option and discretion of the DOC.

2.2.4 Annual Audit and Other Costs to be Paid by Service Provider

- a. Any and all costs, fees, charges, and/or revenues and the proposer's strategy and plans regarding costs, fees, charges, and/or revenues shall be fully disclosed to the County in each proposal.
- b. The selected service provider shall reimburse the County for the salary and benefit costs of one full time Correctional Sergeant for each year for the term of the resultant Agreement. The Correctional Sergeant position is the Department's primary inmate telephone services focal point as it relates to providing aid to other County agencies and agencies outside the County in use of the inmate telephone system and information for investigative purposes. The annual cost of the Correctional Sergeant position will be determined on an annual basis. The Fiscal Year 2010 salary step one cost for this position is approximately \$100,000.
- c. The County shall have the right to audit, when it so determines, the activities of the selected service provider to insure Agreement compliance. The County may elect to use a qualified independent auditor or a management firm for this purpose. The audit will include, but is not limited to, equipment and system operations, call processing, maintenance, management support, revenue and commission information and reporting, including the rating and billing of calls, and the preparation of revenue and commission reports. The selected service provider shall cooperate by providing any and all necessary information, including that from a Clearinghouse, in a timely fashion. Failure to cooperate will be grounds for termination of any resultant Agreement between the parties.

- d. The service provider selected to provide inmate telephone services shall agree to pay an annual inmate telephone services audit fee of up to \$100,000 for each Agreement year for the term of the Agreement, at the discretion of the County.

2.2.5 Call Accounting and Customer Billing

- a. The selected service provider shall establish and maintain billing arrangements with the major local exchange carriers (LEC) and with the major billing clearinghouses for the purpose of ensuring accurate and timely billing and collection for calls terminating with a LEC or CLEC (competitive local exchange carrier).
- b. The selected service provider shall provide called party customer service 24 hours per day 7 days per week via toll-free number, for called parties to access customer care personnel and interactive voice response systems.
 - 1. The selected service provider shall be responsible for resolving customer complaints, completing refund requests, and implementing telephone number blocking as requested by the County or by customers.
- c. Proposals shall provide a complete description of the process by which calls are retrieved, processed for billing, assigned a specific call rate, billed to the payer, and collected.
- d. Proposals shall explain how all business rules apply to customer billing, including the definitions that apply to "completed calls" as shown on invoices.
- e. Proposals shall explain all fees to called parties. Rate changes and additional fees shall not be allowed during the term of any resultant agreement unless approved in writing by the County.

2.2.6 Commissary Interface

Proposals shall include a detailed description of the readiness of the proposed system for integration of a real-time interface to the County's commissary provider's system for administration of prepaid calls and calling cards on an automated basis. The current commissary provider is Keefe Commissary Network.

2.3 Technical Specifications / Inmate Telephone System Requirements

The County is seeking a turnkey, fully operational system that provides Local, Inter-LATA, Intra-LATA, Interstate, and International service. The proposed system shall provide full-scale, state-of-the-art telephone monitoring and recording and call data storage capabilities.

2.3.1 Telephone Hardware

a. Standard Inmate Telephones

1. The County requires placement of approximately 642 non-coin operated, durable, tamper-resistant telephones designed specifically for inmate use, at locations designated by the County as follows.
2. All inmate telephones shall be connected to a call control system, which will allow County to monitor and record inmate calls at all facilities from one central location at each facility. The monitoring and recording capability of inmate phones shall be capable of individual activation and deactivation. All inmate telephones shall play an automated overlay message in English, Spanish and Vietnamese, within the first 30 seconds after call pick up, announcing that the call is a collect call and that the conversation may be monitored and recorded.
 - i. Approximately 125 telephones to be located in Main Jail North
 - ii. Approximately 100 telephones to be located in Main Jail South
 - iii. Approximately 325 telephones to be located in the men's area of the Elmwood Correctional Complex
 - iv. Approximately 90 telephones shall be located in the Women's facility at the Elmwood Correctional Complex

b. Visitation Telephones

1. The County requires placement of approximately 100 non-coin operated, durable, tamper-resistant telephones designed specifically for inmate visitation use, at locations designated by the County as follows.

2. All inmate visitation phones will be connected to a call control system, which will allow County to monitor and record inmate visiting at all facilities from one central location. The monitoring and recording capability of these phones shall be capable of individual activation and deactivation. All visiting phones shall play an automated overlay message in English, Spanish and Vietnamese, within the first 30 seconds after pick up, announcing that the conversation may be monitored and recorded.
 - i. Approximately 40 visitation telephones to be located in Main Jail North
 - ii. Approximately 10 visitation telephones to be located in Main Jail South
 - iii. Approximately 50 visitation telephones to be located in the Elmwood Correctional Complex
 - iv. Portable Telephones with Amplified Handsets
 - v. Approximately 10 portable telephones with amplified handsets to be located at the Main Jail Complex
 - vi. Approximately 1 portable telephone with amplified handset to be located at the Elmwood Correctional Complex
- c. Telephone Devices for the Deaf (TDD)
 1. Service providers shall offer the ability to control the length of a call placed using a TDD.
 2. Service providers shall provide a description of system features and functions that are present to address and minimize fraudulent use of TDDs.
 3. Proposals shall address the service provider's commitment and methodology to ensure access to TDD relay services, according to current CPUC requirements and resources.
 4. The County requires a minimum of 26 TDD units to be installed as follows:
 5. The TDD units shall be durable, tamper-resistant, designed specifically for inmate use and suitable in a jail environment.
 - i. Approximately 15 TDD Units at the Main Jail Complex

- ii. Approximately 6 TDD Units in the men's area of the Elmwood Correctional Complex
 - iii. Approximately 5 TDD Units in the Correctional Center for Women (CCW) at the Elmwood Correctional Complex
- d. Portable Telephone Devices for the Deaf
 - 1. In addition to the TDD units described above, the County requires Portable Telephone Devices for the Deaf as follows:
 - i. Approximately two Portable Telephone Devices for the Deaf at the Main Jail Complex
 - ii. Approximately two Portable Telephone Devices for the Deaf at the Elmwood Correctional Complex.
- e. Inmate Telephone Unit Hardware Requirements
 - 1. All inmate telephones shall include a hook switch, handset and 12-button keypad and be of a type designed for and suitable for use in a correctional facility.
 - 2. Telephones shall be "tamperproof", with steel encased housings and shockproof keypads.
 - 3. All handsets must be of heavy-duty construction with no removable parts and must be hearing aid compatible.
 - 4. The handset cord must be armored with an internal stainless steel lanyard with a maximum cord length of 12 inches.
 - 5. All telephone instruments shall be waterproof and fireproof.
 - 6. Telephones shall have key-locked mountings.
 - 7. Proposals shall include detailed descriptions of the telephone hardware being proposed.
 - 8. Service providers shall be required to supply physical examples of hardware proposed for installation in the jail facilities 60 days prior to installation.

9. All telephone and system equipment must be new and completely operational at cutover.
10. All proposed equipment must comply with FCC rules and meet or exceed all applicable codes and standards for installation and service.
11. All telephone instruments shall be line powered and have UPS back-up power capability; Proposals shall provide specific electrical and back-up power supply requirements.
12. The selected service provider shall provide printed telephone use instructions for use by inmates in up to ten (10) languages chosen by the DOC, which describe the inmate telephone system and in particular, how to reach a no-charge call destination (the public defender or district attorney's office, for example) using the "speed dial" or automated recording prompted touch tone responses.
13. No electrical outlets of any kind shall exist at inmate telephone set locations.
14. Inmate telephones shall not have any exposed screws, bolts, metal or hard substance fasteners etc., which could be removed from the unit without the use of specially designed removal devices or tools.
15. No advertising of any kind shall be installed on any telephone or telephone equipment.
16. Proposals shall address procedures for requesting changes and additions to the installed inmate telephones including the costs the County would incur, if any, to add, remove or change the location of inmate telephones.
17. The selected service provider shall be responsible for providing and installing pedestals, shelters, enclosures, isolation panels, mounting hardware, signage and other ancillary items associated with or necessary to providing the service, at no cost to the County.
18. Proposed systems shall provide audio quality that meets or exceeds industry standards for transmitted and received signal levels, noise, cross talk and frequency range. Proposals shall provide information that explains how the

service provider monitors, guarantees and demonstrates telephone audio quality.

19. Proposals shall include a description of the capabilities of the proposed system for prevention of power surges and response to power outages. Proposals shall detail the amount of time the system is capable of remaining operable in the event of a loss of power.
20. All systems proposed shall meet American Disabilities Act (ADA) standards. Any future actions or remedies required to bring the selected service provider's system into current or future compliance with ADA standards, and their costs, are the responsibility of the service provider.
21. The selected system's architecture must be expandable to accommodate future growth.
22. Provide the steps taken by in the system's architecture and design to ensure that inmates can obtain dial tone during peak calling periods.

2.3.2 Inmate Telephone Policy

All inmate housing areas are presently equipped with inmate phones featuring outgoing collect calls only. The locations of the phones are dependent upon the facility structure, and include various locations, such as dayrooms and recreation areas, housing units, and outside. Control boxes (cut-off switches) are located in the control area for each pod or housing unit. Inmate telephones are turned on at 8:00 a.m. and turned off at 11:00 p.m. and during facility lockdowns.

Proposed systems should provide the ability to programmatically enable and disable the telephones in a facility according to a defined schedule, with over-ride capability provided to enable calls on individual telephones while the majority of telephones are "off".

2.3.3 Inmate Call Control and Monitoring

a. In General:

1. The proposed system shall provide complete telephone monitoring and recording capabilities.

2. The proposed recording capabilities shall be announced during each call but be undetectable in any other way by call participants.
 3. The proposed call monitoring capabilities shall be available at each system workstation identified in the "Administrative and Management Equipment" section below, with user level and feature/function access security configurable by the County.
 4. The proposed system shall provide system users that have been given appropriate password and security clearance, the ability to break-in on a specific inmate call in progress in order to talk to the inmate and the called party.
 5. The proposed system shall include and demonstrate the ability to detect and terminate three-way call attempts with better than 95% accuracy.
 6. Attempts to complete three way telephone calls shall be recorded by the proposed system. Three way call attempt records shall be available in the form of management reports provided within the proposed system.
 7. The proposed system shall provide the ability for a system administrator to designate a list of specific destination telephone numbers for which call attempts from the proposed system will generate automatic dial-outs to pre-programmed County designated telephone numbers, so as to alert County designated individuals of the call attempt.
- b. Inmate Call Control
1. The proposed system shall provide the DOC the ability to control and restrict inmate telephone usage according to DOC Rules and Policies and applicable law.
 2. The proposed system shall provide the ability to monitor, record, and control inmate call activities and effect call terminations while a call is in progress.
- c. Central inmate telephone control.
1. Each of the two jail facilities described in the "DOC Facilities" section above shall be provided with a control box (cut-off switch) in the control center for

the facility, which provides the ability to enable / disable all of the inmate telephones in the entire facility, by inmate housing unit or optionally for the entire facility.

d. Inmate housing units telephone control.

1. All inmate telephones in each inmate housing unit shall also be connected to a control box (cut-off switch) located in the Correctional Officer central control area for the housing unit, which provides the Correctional Officers in the housing unit the ability to enable / disable one or more telephones in the housing unit.
2. Proposals shall include an explanation of the proposed system's abilities and limitations for blocking telephone numbers.
 - i. Proposals shall include a description of the process required to accomplish a call block from a system attached management workstation, including an estimate of the amount of time required to complete implementation of a block.
 - ii. Proposals shall include a description of the process required for a called party to accomplish a call block including an estimate of the amount of time required to complete implementation of a block.
 - iii. The proposed system shall be capable of blocking an unlimited number of individual and designated private numbers.
 - iv. The proposed system shall provide the ability to enter numbers to be blocked at a central location.
 - v. Once entered, blocked telephone numbers shall become immediately blocked from all inmate telephones.
3. The proposed system shall provide an interface that allows control, monitoring, recording, and the ability to replay recorded conversations from all telephones, from a system workstation configured for such use as described in the "Administrative and Management Equipment" section below.

4. The proposed system shall provide the ability for the County user, with the appropriate password and security clearance, to terminate an inmate call in progress instantly.
5. The proposed system shall automatically prohibit calls to pay-per-call, directory assistance, and emergency services including: 800, 888, 877, 900, 976, 550, 555-1212, 700, 500, 911, 411, carrier (PIC) codes, all local numbers which access long distance carriers such as 950-XXXX, and toll-free area codes and exchanges, except as approved in advance and in writing by the County.
6. If an attempted call is not completed, the proposed system shall inform the inmate of the reason the call was not completed via automated voice response.
7. DOC staff shall be given complete flexibility to limit the length of calls placed by inmates, e.g. 15 minutes. The system shall provide the ability to set such time limits at the PIN and station level, as well as across the system as a whole.

e. Inmate Call Processing

1. Systems proposed in response to this RFP shall be fully operational systems that provide complete inmate calling capabilities in the following categories.

Station-to-Station: Local

Person-to-Person Local

Intra-LATA

Inter-LATA

Interstate

International

2. The inmate telephone system shall process all inmate calls as either prepaid when a prepaid calling card is used by the inmate or as collect for all others.
3. All inmate calls shall be processed by an automated system process with pre-recorded audio prompts.

4. At no time shall access to a live operator be allowed from an inmate telephone, other than to those required to complete calls from TDDs to TDD relay service providers.
5. All calls shall be limited to one connection per call.
6. No incoming calls shall be permitted by the system.
7. Proposals shall provide a detailed, step-by-step explanation of the process required to complete a call using the inmate telephone system, from the moment the inmate picks up the phone to the acceptance by the called party.
8. Proposals shall define the exact time or process step at which billing for a call begins.
9. Proposed systems shall include the capability for the inmate to record his/her name prior to placing the call such that the recorded inmate name may be included in a pre-recorded message provided to the called party at connection of the call.
10. The proposed system shall begin all connected inmate calls with a pre-recorded message such that, upon answering a call the called party hears a recorded announcement stating the name of the jail facility, the pre-recorded name of the calling inmate, and that the telephone call may be monitored and/or recorded.
 - i. The system provided pre-recorded message shall be audible by both the inmate and the call recipient.
11. Pre-recorded messages shall be available in languages specified by the County in addition to English, Spanish and Vietnamese, and shall be language selectable by the inmate and called party, as appropriate for the response requested.
12. In compliance with FCC regulations, the system shall be capable of informing the called party of the amount that will be billed for the call prior to acceptance of the call.
 - i. Proposals shall include a statement asserting the system's compliance with FCC regulations.

13. After initiating a call with a dialing sequence, the inmate shall be put “on hold” with the ability to monitor call progress, without being able to communicate with the called party until the called party has positively accepted the call by responding to a system generated prompt.
14. The proposed system shall provide called parties with the option to immediately reject a call and to implement an immediate block against receiving future calls from the Santa Clara County Jail, by responding to a system generated, automated prompt.
15. Inmate telephones calls shall be limited by the system to fifteen minutes.
 - a. Calls placed using a TDD shall be limited to 60 minutes.
 - b. The County shall be provided with the ability to alter the time limits imposed on inmate telephone call durations.
16. A recorded message shall notify both parties one minute prior to call termination that the call will terminate in sixty seconds.
17. Proposed systems shall allow for call duration and call cutoff warning timing changes at the County’s discretion.
18. Proposals shall describe how parties are notified of call termination and shall indicate the call termination options available to correctional staff.
19. Proposals shall include a written description of each selectable automated prompt for services offered to both the inmate and the called party during an inmate call.
20. Proposed systems shall record the method in which the call was accepted or denied.
21. The proposed system shall record the method in which the call was terminated.
22. Call acceptance and termination information shall be contained within the call detail records maintained by the system and be available for inclusion in call detail reports.

23. Personal Identification Numbers (PINs), Personal Allowed Number Lists (PANs) and blocked number lists shall be part of the real-time validation process for all inmate telephone calls in the proposed system.

2.3.4 Inmate Call Recording and Storage

- a. The proposed system shall provide a fully integrated recording component for use in recording inmate telephone calls.
- b. Inmate telephone administration, conversation monitoring, and conversation recording and playback capability shall all be provided at each inmate telephone system workstation identified in the "Administrative and Management Equipment" section below, with user level and feature/function access security configurable by the County.
 1. System response time to call control commands executed at a system control workstation shall be immediate.
- c. The proposed system shall utilize real-time accessible storage devices for call recording. Off-line and removable media storage solutions are not acceptable for primary storage of inmate calls and call data.
- d. The proposed inmate call recording and storage system shall store call recordings for 12 months for inmate visitation telephones and 24 months for all other telephones, in a form that is immediately accessible from each inmate telephone system workstation identified in the "Administrative and Management Equipment" section below, with user level and feature/function access security configurable by the County.
 1. Proposals shall include a description of the proposed storage subsystem including the type of storage, its capacity and recommendations for off-site archiving and/or disaster recovery.
 2. Proposals shall include a description of the service provider's processes for maintaining legal chain of custody/evidence requirements for recorded and stored telephone call data.
 3. The selected service provider shall agree to provide expert testimony regarding security and chain of evidence of call recordings if required.

- e. In the proposed system, recorded and stored calls shall provide security measures that absolutely ensure the call has not been tampered with or altered in any way. Stored call security shall extend to recordings that have been transferred to other storage media.
- f. The proposed system shall be capable of preventing the monitoring and recording of calls between an attorney and his/her inmate client, at any telephone attached to the system, as designated by the county.
- g. Proposals shall provide a system availability guarantee for each system hardware and software category.
- h. Proposals shall detail the service provider's process for providing service continuity in the event of a system outage or component failure.
- i. Proposals shall detail the maximum downtime allowed for any individual telephone of each of the provided telephone types and the service provider's commitment to provide return to service for each device.
- j. The proposed call recording system shall provide the ability to search calls by individual PINS, specific date and time criteria, individual destination numbers, individual inmate telephones, or group of inmate telephones.
- k. The proposed system shall provide a playback history list of a recorded call(s) so as to show every system user ID that has played back the recorded call in addition to the date and time the call was played back.
- l. The proposed system shall provide the ability to move copies of recorded calls to electronic removable media for transport and replay on another computing device with audio capabilities.
- m. In the proposed call recording system, call recordings transferred to other (removable) storage locations shall include call record detail (time and date of the call, PIN number, destination number, etc.).
- n. In the proposed system, all recordings from every telephone shall be available on-line via the workstations' (as described in the "Administrative and Management Equipment" section, below) interface to facilitate system-wide investigation from a single location.

- o. The proposed inmate call recording capability shall allow live call monitoring in real time, without any interference to the recording operation. This feature shall be available locally over the “workstation” speakers, as well as remotely on a telephone number specifically designated by the system administrator.
- p. Users of the proposed system shall be provided the ability to attach note(s) documents to call records for the purposes of inclusion of information such as the case number or other investigative data. Any note attached to a recorded call shall become a permanent part of the call detail record.
- q. Proposals shall include usage level assumptions used to calculate the ability to record and store inmate telephone calls 24 hours per day, seven days per week, and maintain stored calls for 24 months.

2.3.5 Administrative and Management Equipment

The following requirements are mandatory. Proposals for systems that do not provide the listed functionality shall be considered non-responsive.

- a. User Interface
 - 1. The client software is a user-friendly Microsoft Windows-based application with context sensitive on-screen help, pick lists, pop-up and drop down menus.
 - i. Include a copy of the User Manual, which details the step-by-step procedures for all operational functions in the system.
 - ii. Provide a data dictionary of data elements captured in the system database and used by the system.
 - 2. The system includes all utilities necessary for reporting on database integrity, repairing and recovering from database corruption.
 - 3. System Security: The successful service provider shall comply with the County’s current Information Technology Policy requirements. Policies relevant to this RFP will be distributed during the Pre-Proposal Conference.

4. Disaster Recovery: The service provider has a fully developed and proven comprehensive disaster recovery and business continuity plan (a backup system to retain information during an extended power interruption).
5. End-users do not need to log out of one module before accessing another module when moving from function to function.
6. The system allows multiple users to process the same transaction type simultaneously.
7. The system supports simultaneous use/display of multiple system screens.

b. Workstations

1. The selected service provider shall provide a minimum of six telephone system monitoring and management workstations for County use in the following areas:
 - i. DOC Administration (1)
 - ii. Elmwood Classification Phone Room (1),
 - iii. Main Jail Administration (1)
 - iv. Main Jail Classification Phone Room (1),
 - v. Main Jail Classification Unit Gang Office (2).

2.3.6 Management Reporting

Proposed systems shall include provision of comprehensive Call Detail and Management Reports for all inmate telephone calls.

The following requirements are mandatory. Proposals for systems that do not provide the listed functionality shall be considered non-responsive.

- a. The system shall provide call data in a form that facilitates one for one matching of inmate calls placed to IWF Commissions paid by the service provider.
- b. The DOC requires the ability to retrieve call, call revenue, and call commission data, by call destination and applicable rate/fee category, for a specified time period. Call data available in the inmate call management system shall reconcile exactly to revenue collected by the service provider and commissions paid to the

IWF. Non-billed and non-collected call data shall be included in reconciliation reports and shown as “un-billed” and “un-collected”.

- c. The system supports data export of system-generated reports to Microsoft Excel compatible file formats; e.g. “*.CSV” - comma-separated-value, or “*.xls”- Microsoft Excel 2003 file format.
- d. The service provider will provide authorized County staff access to all standard reports that are available in the system. The service provider will modify reports at no cost to the County, if necessary, to meet the County's needs.
- e. Management reports shall include but not be limited to the following list of call attributes: destination (called) number, call date, call time, originating inmate telephone, call minutes (duration), call type (Local, Intra-LATA, Inter-LATA, Intrastate, Interstate, International, PIN, PAN, etc.), Call termination type, total billed revenue.
- f. Proposed systems shall include an automated report execution capability that provides initiation of a configurable set of reports to run and complete on a daily, weekly, monthly or yearly basis.
- g. A sample list of reports is included below. This list is not comprehensive and is provided in order to give an indication of the type of reports the County is interested in and some of the information that should be included in each.
 1. Monthly commission report, which includes the following:
 - i. Total number of calls sorted by Local, Inter-LATA, Intra-LATA, Intrastate, Interstate, and International calls
 - ii. Total minutes sorted by Local, Inter-LATA, Intrastate, Intra-LATA, Interstate, and International call type
 - iii. The monthly commission report shall differentiate the following call categories.
 - Prepaid versus collect calls
 - Total amount billed
 - Commission rates

- Commission Payments.
- iv. A sample monthly commission report shall be submitted with each proposal.
 2. Blocked Number Report by inmate telephone, housing unit, facility, system and blocked telephone number
 3. Frequently called numbers by inmate telephone from which the calls were made, housing unit, facility and system and by called telephone numbers
 4. Targeted Destination telephone Numbers by telephone, housing unit, facility and system
 5. Total calls by telephone, housing unit, facility and system
 6. Prepaid/debit calls by telephone, housing unit, facility and system
 7. Calls from a specified inmate phone during a specified period of time
 8. Calls to a specified destination number during a specified period of time
 9. Calls from a group of inmate phones during a specified period of time
 10. Calls of a certain type (e.g. free calls) during a specified period of time
 11. Calls with recorded conversations during a specified period of time
 12. Calls for a specified inmate PIN during a specified period of time
 13. Calls with a specified Start or End code during a specified period of time
 14. Completed calls during a specified period of time
 15. Incomplete calls during a specified period of time
 16. Blocked call attempts during a specified period of time
 - h. Call detail information shall be available to the DOC on a real time basis via onsite telephone system workstations described in the "Administrative and Management Equipment" section above and based upon call parameters (dialed number, calling card number, inmate name, date and time range), provided by the user. Call details shall be available "on-line" including the following.
 1. Time of day originated and terminated

2. Station/telephone number initiating the call
 3. Telephone number dialed including area or country code
 4. Duration of call in minutes and seconds
 5. Method of call termination
 6. Cost of the Call
- i. The selected service provider shall provide the County with access to a secure internet resource against which call records, prepaid account access, PIN management, revenue and commission data may be accessed and downloaded to a locally attached computer.

2.3.7 System Integration

The following requirements are mandatory. Proposals for systems that do not provide the listed functionality shall be considered non-responsive.

- a. The entire system uses the same database so that all modules share the same data.
- b. All components of the system share the same terminology (user-interfaces, user manuals, online help, etc.).

2.4 Installation, System Implementation, and System Upgrade Requirements

Installation and transition to the inmate telephone services that replace those currently in place, without interruption of service to monitoring, recording and control capability, and telephone services to inmates is of paramount importance.

- a. Each proposal shall include a detailed description of the service provider's strategy and plan to ensure continuity of service in all areas (monitoring, call control, recording, availability of telephones) during installation and implementation of the new services
- b. Proposals shall include a detailed description of the service provider's plan to interact with and cooperate with the replaced service provider during installation and transition to the new system.

- c. The selected service provider shall provide a transition plan that provides a smooth cutover to the new system with minimal downtime, loss of telephone access, revenue, data, call records and/or recordings. This plan must ensure that continuity of service is maintained at a consistently high level with minimal interruption.
- d. The selected service provider shall provide an implementation schedule that identifies key milestones commencing with the Agreement execution date.
- e. The current inmate telephone services Agreement expires July 31, 2010. The successful service provider is expected to coordinate with the incumbent, the County, and any third party management entity the County may name to ensure an uninterrupted transition and successful implementation of new services.
- f. Proposals shall include a list of the space, environmental and electrical power requirements for the inmate phone system.
- g. Proposals shall include a service provider commitment to complete a thorough final post implementation inspection of all inmate telephones and equipment to ensure that they are 100% operational prior to cutover, at each jail facility.
- h. Proposals shall commit the proposing service provider to keeping the County informed during installation of the status of implementation progress and be notified of any delays.
- i. Proposals shall provide a single point of contact for the service provider as the focal point for business with the County.
- j. All software and hardware as proposed shall be installed and fully operational according to the manufacturer's specifications for such equipment no later than August 1, 2010.
- k. The service provider shall be accountable for all coordination with the other telephone service providers regarding installation and maintenance of lines. However, the service provider shall not order or place into service any equipment that would result in charges to the County without prior written authorization from the County.

- l. Proposals shall provide for one-for-one replacement of inmate telephones in their current locations at County facilities as described above. Damage caused by the installation of new equipment shall be repaired at the expense of the new equipment service provider.
- m. Any phone wiring and related conduit and switches installed during any resultant Agreement become the property of the County. The selected service provider's equipment must be removed in such a manner as to allow existing wiring to be reused.
- n. Proposals shall include a description of how any future telephone system, and monitoring and recording system upgrades will be made available after the initial installation of the system. Upgrades shall be completed at no cost to the County. All upgrades shall be scheduled in advance and approved by County personnel prior to installation.
- o. Proposals shall include a description of the service provider's policies and practices with regard to hardware and software upgrades.
- p. Proposals shall provide that all necessary labor, parts, materials and transportation to maintain all proposed telephones and related service equipment are new, in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of any resultant Agreement. Apart from telephone system wiring, equipment installed at the County's facilities will remain the sole and exclusive property of the selected service provider. The County shall not be responsible for any damage to equipment.

2.5 Training Requirements

The selected service provider shall provide training and training documents throughout the Agreement term for all aspects of system administration, operation and reporting.

- a. All training shall be provided at no cost to the County for the duration of the Agreement term.
- b. Proposals shall provide a complete description of the training required to make facility personnel familiar with the operation of the inmate telephone system and all auxiliary services at no cost to the County.

- c. Proposals shall include an explanation of how inmates will be instructed on the use of the phone system.
- d. Proposals shall provide that training shall be completed as part of implementation of the selected system.
- e. Proposals shall include copies of all current and applicable user documentation and user manuals for the telephone management and control system.

Proposals shall include a detailed training plan which demonstrates training completion prior to complete system cutover.

2.6 Support

2.6.1 Maintenance and Repair Costs

- a. The selected service provider shall be responsible for all maintenance of the system hardware and software and the costs for such maintenance.
- b. The selected service provider shall complete any and all repairs at service provider's expense during the term of any resultant Agreement.
- c. Proposals shall include a comprehensive description of the service provider's maintenance, service and support policies. Proposals shall include a proposed preventative maintenance schedule for all hardware and software
- d. Service provider shall maintain and provide to County on request, a record of all downtime, by unique telephone identifier, including frequency, type of outage and the duration of the outage.
- e. The selected service provider shall provide all equipment including, but not limited to, computers, printers, modems, and system software necessary to allow users with appropriate security access to query, display and print individual inmate telephone activity.

2.6.2 Data Backup and Security

- a. Proposals shall describe the steps that will be taken to ensure data integrity in the proposed system's database, including security features that protect data from unauthorized access.
- b. Proposals shall describe the proposed system's capabilities to ensure prevention of unauthorized telephone access and telephone system use.

- c. The service provider shall provide all archival hardware, software and supplies and shall complete all system and database backups and archiving.
- d. The service provider shall be capable of recovering 100% of all system data from back up database records.
- e. Proposals shall include an explanation of the service provider's procedures for ensuring integrity of all system data in the event of a system outage and the manner and length of time in which the proposed system will recover from an unplanned outage.

2.6.3 On-Site Support

- a. The selected service provider shall provide two (2) full time (40 hours per week) telephone service technicians, on-site.
- b. The County shall provide the full time service technicians with a work space inside the Main Jail Complex or at the Elmwood facility. The on-site support work area may be relocated within the Main Jail or the Elmwood Correctional Complex, at the discretion of the County.
- c. The assigned on-site technicians shall have maintenance / support / repair responsibility for all inmate telephones in the Main Jail Complex and the Elmwood Correctional Complex.
- d. Proposals shall acknowledge that if more than 25% of the installed phones are out-of-service in a housing unit, the service provider shall provide status updates every four (4) hours until resolution of the issue is attained.
- e. Telephone out-of-service situations that do not impact multiple inmate phones or system access shall receive a response no less than thirty-six (36) hours from notification being provided to the service provider.
- f. Proposals shall explain service provider's non-emergency response procedure including historical actual response times, for responses to non-emergency service calls.
- g. Proposals shall explain in detail service provider's emergency response procedure, including historical actual response times for emergency service calls.

- h. Proposals shall state the location of service provider's nearest service center to the County correctional facilities and indicate where replacement parts are stored.

2.6.4 Inmate and Called Party Support

- a. The successful service provider shall provide a toll-free telephone number and email address for the public to use in resolving billing questions and to address called party usage and user experience issues. This contact information shall be placed on the County's public website. Hours of operation for the toll free telephone number shall be included in all proposals.
- b. Proposals shall include a description of the process used to respond to inmate and/or called party complaints and requests for information.
- c. Proposals shall describe in measureable terms the average wait times experienced by a comparable customer base, while on hold before being connected with a customer service representative.
- d. Proposals shall include a description of the maximum acceptable period of time for a customer complaint or request for information to be left un-resolved.
- e. Proposals shall include the service provider's current end-user customer toll-free telephone number and/or customer support web site (URL).

2.6.5 Call Center Support

- a. The selected service provider shall provide twenty-four (24) hour, 7-day a week, 365 days a year telephone access, including access to a live operator, to support resources, with local or toll free number for full maintenance support, for reporting trouble calls, nonscheduled maintenance and requests for system administration, for the proposed system. Include the toll-free number in the proposal.
- b. Proposed systems shall provide automated problem reporting capability, configurable by the County, which includes visual notification to the County and remote support location(s) when operational issues arise.

- c. Proposals shall define system features and/or functions that may be configurable for control, programming or implementation from a remote connection.
- d. Proposals shall describe whether or not the proposed system is capable of monitoring and reporting telephone outages, how often this can occur and the information gathered during remote diagnostics.
- e. All service requested and all work performed shall be tracked via a service order with an “issue reported date” and an expected resolution date. Service activity including individual report details and summary information such as total calls for a specified time period, time to close for each call and average time to close reporting shall be available as part of the system.
- f. The County shall retain responsibility for all decisions to close all service calls.

2.6.6 Escalation Process

- a. Proposals shall include a detailed support response plan and escalation procedure for out of service situations.
- b. The selected service provider shall be required to provide a toll-free telephone number with access to a live operator twenty-four hours per day, seven days per week to County staff for reporting trouble calls, nonscheduled maintenance and requests for system administration.
- c. Proposals shall include a description the process the service provider follows to respond to such calls including the average length of time County staff may be expected to wait before being connected with a support representative, and, the average length of time taken by the service provider to resolve trouble calls.
- d. Proposals shall include the service provider’s actual toll-free support telephone number.

2.7 Additional Services

Proposers may include any other information or suggestions that are believed to be relevant but are not specifically described in this RFP. Such information or suggestions should be accompanied by detailed explanations of any innovations, alternatives, or approaches that the proposer suggests in response to this RFP. The service provider

must disclose all costs, if any, to the County and how the enhancements or customized services will impact the commission to the County. Additional services, features, enhancement or options will not be included in the evaluation process, but may, at the option of the County, be included in any Agreement for services resulting from this RFP.

3 PROPOSALS

3.1 Process

3.1.1 Mandatory Pre-Proposal Meeting and Facility Tours

The purpose of the Pre-Proposal Conference is to review the requirements detailed in this RFP document, provide clarification, and respond to questions from service providers. Additionally, service providers are required to participate in a tour of the DOC's Main Jail Complex and Elmwood Correctional Complex. The tours are intended to provide information sufficient for service providers to assess the currently installed inmate telephone system equipment and telephones in use today to a level of detail that allows them to respond to the requirements detailed in this RFP. Questions that are asked during the meeting and tour will be compiled to a single "Q&A" formatted document which will be posted on the BidSync website. The Q&A document is not binding on the County and does not constitute a material change or addendum to this RFP.

Attendance at the Pre-Proposal Conference is mandatory for service providers that plan to submit a proposal. **No exceptions.**

Proposals shall not be accepted from service providers who do not attend the mandatory Pre-Proposal Conference.

The mandatory Pre-Proposal Conference and tours will begin at the following time and location:

Date and Time: Wednesday, February 17, 2010, 9:00AM

Location: Main Jail North Squad Room
150 Hedding Street
San Jose, CA 95110

3.1.2 Security Clearance Required

PRIOR SECURITY CLEARANCE IS REQUIRED FOR ALL PERSONS ENTERING SANTA CLARA COUNTY JAIL FACILITIES

In order to obtain a security clearance allowing participation in the mandatory pre-proposal meeting and facility tours at the Main Jail Complex and the Elmwood Correctional Complex, prospective proposers must contact Fletcher Dobbs by email to Fletcher.Dobbs@doc.sccgov.org with all of the following information for all conference and tour participants no later than **Wednesday, February 3, 2010, 5:00PM**

NAME of the person attending the conference

COMPANY NAME of the company being represented

TELEPHONE NUMBER

EMAIL ADDRESS

DATE OF BIRTH

DRIVER LICENSE NUMBER and state of issue

SOCIAL SECURITY NUMBER

All of the above information is required in order to obtain a security clearance and will be held in the confidence of the County of Santa Clara Department of Correction.

The purpose of setting a deadline for security clearance requests is to allow the DOC sufficient time to complete the security clearance process prior to the conference and tours. Requests for security clearances received after the date listed above will be processed by the Department as resources allow and may not be completed in time to allow participation in the conference and tours. Only persons that have received a security clearance prior to the conference and tours will be allowed to participate.

On arrival at the DOC jail facility visitor lobby, inform the front desk Correctional Officer that you are on the list of service providers participating in the "Inmate Telephone Services RFP Meeting".

Please be prepared to surrender your VALID, CURRENT, GOVERNMENT ISSUED PHOTO ID to the front desk Correctional Officer in exchange for a visitor pass, for the time you are inside the jail facility. This is a requirement for admittance to the facility. **No exceptions.**

The Elmwood Correctional Complex Tour will take place immediately following completion of the tour of the Main Jail. The timing for the start of the Elmwood tour is therefore dependent on the completion time of the Main Jail tour and on arrival of tour participants at the Elmwood Correctional Complex. Elmwood Correctional Complex Tour Participants should plan on 15 to 30 minutes of travel time to travel from the Main Jail to Elmwood. The County will not provide transportation to tour participants. The tentative start time for the Elmwood Correctional Complex tour is approximately 10:30AM.

If there are any material changes to the RFP following completion of the facility tours and submission of questions, an amendment to the RFP will be posted on BidSync and issued to all participating service providers.

3.1.3 Submission of Proposals

Service providers shall submit the following:

- a. One (1) paper original and ten (10) paper copies of the completed proposal. The proposal shall provide a complete response to all items of information requested in this document.
- b. Printed paper originals shall be provided in 12 point font on 8.5" x 11" plain white paper.
 1. Optionally, a single digital copy of the proposal materials on CD or DVD media, or on a USB flash drive, in Microsoft software application readable or Adobe PDF format may be provided in addition to the required original and ten (10) paper copies.
- c. As Attachments, the following items **MUST** be completed and provided with submitted proposals. Other exhibits may be attached as necessary.
 1. EXHIBIT B: NON-COLLUSION DECLARATION

2. EXHIBIT C: PUBLIC RECORDS ACT INDEMNIFICATION AGREEMENT

3. EXHIBIT D: CUSTOMER REFERENCES

- d. Proposals shall be delivered in a sealed envelope or box addressed to:

Fletcher Dobbs

Senior Management Analyst

County of Santa Clara DEPARTMENT OF CORRECTION

180 West Hedding Street

San Jose, CA 95110

- e. All proposals received shall be date- and time-stamped by the DOC when received.
- f. All RFP submissions shall be clearly marked "Inmate Telephone RFP" on the outside of the submission container.

3.1.4 Letter of Transmittal

Each proposal shall be accompanied by a Letter of Transmittal signed by a person authorized to commit the service provider to execute and perform the work included in the proposal.

3.1.5 Late Proposals / Delay in Receipt of Proposals

All proposals in response to this RFP shall be delivered by paper mail or parcel carrier **no later than 5:00PM on Wednesday, March 31, 2010**. The proposing service provider shall be responsible for the delivery of the complete proposal to the County by the designated time. Postmarks shall not be accepted as the time of delivery. Proposals shall not be accepted after the stated due date and time. The County reserves the right to request additional information from proposers after the deadline for submitting proposals.

Proposals that are hand-delivered shall be delivered to the visiting desk at the Department Of Correction, Main Jail South, 180 West Hedding Street, San Jose, CA 95110.

All proposals received shall be date- and time-stamped by the DOC when received.

3.1.6 Disclosure of Proposal Content / Public Records Requests

Upon completion of Agreement negotiations of the Agreement solicited in this RFP, the contents of all proposals received by the County will become public record and is subject to disclosure pursuant to the Public Records Act, Government Code section 6250, et seq. (PRA). The County cannot guarantee or assume responsibility for the confidentiality of proposals. All proposals become the property of the County, which is a public agency subject to disclosure requirements of the PRA. The PRA contains limited exceptions.

If proprietary information is contained in or attached to the written proposal and proposer claims that the information falls within one or more PRA exceptions, the specific proprietary information itself must be clearly marked in the written proposal with an indication that information is proprietary and is “Exempt from PRA.” The following statement should be inserted in the proposal wherever applicable: “The following paragraph / sentence is proprietary and exempt from PRA disclosure”. A statement of this type shall be included preceding each contiguous portion of the proposal that is exempt from PRA disclosure. Stamping each page “proprietary” or including a statement describing the document’s contents as proprietary in general or global terms is not an acceptable form of indicating the proprietary nature of specific information within the proposal.

In addition to marking specific sections of the proposal as proprietary and exempt from PRA disclosure as described above, proposers shall complete the “Indemnification Agreement” included as EXHIBIT C of this document and include in the Agreement all information which the proposer asserts is exempt from PRA disclosure.

Proposers shall include in their proposals the names and contact information including email address, for all persons whom the proposer designates “official contact points” for their company. All communication regarding Public Records Requests will be addressed to these individuals.

Information marked and described according to the above instructions shall not be included in information provided in response to PRA requests, as long as the materials are clearly marked as indicated above and a completed and signed Indemnification Agreement is included with the proposal. The County has no responsibility or liability

for disclosure of information or materials where the proposer does not strictly adhere to the requirements outlined in this section.

3.1.7 Interviews / Presentations

Following the Proposal Evaluation Committee's review of proposals, the DOC may invite selected proposers to attend an interview session, during which the County will obtain additional information regarding the submitted proposals. Service providers will be notified in advance if the County determines that interview sessions are necessary. Interviews, if needed, are tentatively scheduled to occur the week of April 7, 2010.

3.1.8 Rejection of Proposals / Negotiations

The County, at its sole discretion, reserves the right to accept or reject, in part or whole, any or all proposals submitted. County reserves the right to negotiate with the selected service provider as to the terms, conditions, services, rates, commissions, or other pertinent contractual matters. Any negotiated terms are contingent upon approval of the County Board of Supervisors or their designee. The County may also choose to reject all proposals and re-issue this RFP, if it is determined to be in the County's best interest.

3.1.9 Proposal Costs

Expenses incurred in the creation, preparation, presentation, and delivery of proposal responses, conference attendance, site visits, or any other reason or function for the service provider to respond to this RFP are the sole responsibility of the proposer/service provider.

3.1.10 Proposal Term

All proposal responses shall remain valid and actionable for a minimum of 180 days following submission and are subject to acceptance through the date an Agreement is signed and in effect.

3.1.11 Reservations

- a. The County will not return the original proposal, or any copies of the proposal or other information or documents submitted to the County.

- b. This RFP does not commit the County of Santa Clara to award a contract or to pay any costs incurred in the preparation of a proposal in response to it.
- c. The County, in its sole discretion, reserves the right to accept or reject any or all proposals received, to negotiate with all or none of the service providers, to award a contract to one or more service providers, or to cancel this RFP.
- d. The County may require any service provider to submit additional data or information the County deems necessary to substantiate the costs presented by the service provider. The County may also require a service provider to revise one or more elements of the proposal in accordance with Agreement negotiations. The County, in its sole discretion, reserves the right to negotiate with the selected service provider as to the terms, conditions, services, rates or other pertinent contractual matters.
- e. The County reserves the right, in its sole discretion, to extend any of the deadlines indicated in this RFP.
- f. The County reserves the right, in its sole discretion, to disqualify any proposer on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other information available to the County.
- g. The County reserves the right, in its sole discretion, to reject a proposal from a Contractor that is in breach of, or in default under, any other agreement with the County.
- h. The County reserves the right, in its sole discretion, to terminate failed negotiations with a Contractor without liability, and negotiate with other Contractors.
- i. Any false, incomplete, or otherwise unresponsive statements, documents or information provided to the County in connection with a proposal may be cause for disqualification of the contractor at the County's discretion. The County's decision to disqualify a contractor will be final.

3.1.12 Gratuities

It is unlawful to offer, promise, or give anything of value or benefit to a County employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties.

3.1.13 Reporting of Anti-Competitive Practices

When for any reason collusion or other anti-competitive practices are suspected among any service providers, a written notice of any of the relevant facts must be transmitted to the County's designated point of contact for this RFP, Fletcher Dobbs for review and follow up.

3.1.14 Completeness of the RFP

Each service provider is responsible for verifying completeness of the RFP document received by checking for obvious errors, the correct number of pages, or for missing portions of text. The table of contents may be used as an aid in verification of completeness. Each service provider shall make the County aware of any ambiguity, inconsistency, or material error which may be discovered herein.

- a. Proposers shall submit complete, thorough and accurate proposals. Proposals shall explain, in detail the responses to technical requirements in technical terms as well as layman's terms to ensure the response may be understood by technical readers as well as readers not familiar with telephone applications and terminology.
- b. A proposal response to a specific requirement which refers the reader to a proposal exhibit rather than directly responding to the requirement as presented may be deemed unresponsive to the requirement.
- c. Brochures and other similar material may be attached to a proposal and referenced as an exhibit, but may not be accepted by the County in determining the extent to which the proposal is responsive or complete.

Service providers shall submit completed proposals in written form as described in this RFP. No oral, telegram, telephone, facsimile, or electronic responses will be accepted. All costs for the preparation of the proposal shall be borne by the service provider.

This RFP includes the following documents. Proposals shall include completed copies of Exhibits “B”, “C”, “D”, are required with each proposal, Exhibit “F” may be included if applicable. Each proposal shall also acknowledge receipt of all of the Exhibits listed below.

EXHIBIT A: COUNTY CONTRACTING PRINCIPALS

EXHIBIT B: NON-COLLUSION DECLARATION

EXHIBIT C: PUBLIC RECORDS ACT INDEMNIFICATION AGREEMENT

EXHIBIT D: CUSTOMER REFERENCES

EXHIBIT E: INSURANCE AND INDEMNIFICATION REQUIREMENTS

EXHIBIT F: DECLARATION OF LOCAL BUSINESS

3.1.15 Turnkey Project

This is a turnkey project. No partial proposals or selective offerings will be accepted.

Proposals shall address each and every requirement listed in this RFP, in the same order and under the same heading and numbering as they appear in this RFP.

3.1.16 Exceptions

The service provider must specifically state, in writing, any exceptions it is taking to the provisions and requirements of this RFP. The County reserves the right to accept or reject any exception taken by the service provider to the provisions and requirement of this RFP.

3.1.17 No Public Opening of Proposals

There will be no public opening of proposals in response to this RFP.

3.1.18 Withdrawal of Proposal

Proposals may be withdrawn prior to the date and time specified for proposal submission by an authorized representative of the service provider, or by formal written notice. All proposals not withdrawn prior to the response due date become the property of the County of Santa Clara.

3.1.19 Confidentiality

Service providers shall not disclose any confidential, sensitive, or personal/individual information learned from this RFP process or otherwise regarding the County DOC Jail facilities, County staff, inmates, existing or proposed equipment and capability, or about any infrastructure information provided by the County as an aid to developing a response to this RFP.

3.1.20 Customer References

Complete Exhibit D of this proposal by including five customer references for work that your company has performed that is relevant to that requested in this RFP. As indicated in Exhibit D, include the company name, contact person and contact information, and a description of the work performed. Note that references WILL be contacted. Contact information that is not accurate (e.g., an incorrect telephone number) shall be considered a non-response to this category of the RFP.

3.2 Evaluation and Selection

3.2.1 Overview

- a. Proposals will first be examined to eliminate any that are clearly non-responsive to the stated requirements.
- b. The detailed evaluation may result in one or more finalists. Presentations and demonstrations by proposers may be requested. Finalists will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. All presentations will be limited to 45 minutes.
- c. It is highly recommended that each finalist provide its own audiovisual support package if planning to make an automated presentation. The County will provide power strips and a viewing screen for audio-video presentation materials.
- d. Selected finalists are required to bring an example of their proposed telephone instrument (box and hand set) to their presentation.

- e. The Proposal Evaluation Committee submits its recommendation to the Chief of Correction for review and approval to move forward with the negotiations of an Agreement with the recommended service provider. The final decision for selection of the inmate telephone service provider lies with the Chief of Correction.
- f. Proposals will be evaluated using the factors detailed in the “Evaluation Factors and Scoring” section below.

3.2.2 Proposal Evaluation Committee

Proposal evaluations will be completed by a Proposal Evaluation Committee. The Committee may require service providers to provide written clarifications of their proposals. The Committee’s selection shall be based upon its review and scoring of the documentation provided in the proposals and any clarifications thereto.

3.2.3 Evaluation Categories and Scoring

<u>Evaluation Category</u>	<u>Points</u>	<u>%</u>
<u>Financial</u>	20	20%
<u>Installation, Implementation, & Operations</u>	20	20%
<u>Management and Administration</u>	20	20%
<u>Support</u>	20	20%
<u>Risk Factors</u>	20	20%
	100	100%

3.2.4 Other Selection Considerations

The Proposal Evaluation Committee will conduct a comprehensive evaluation of all submitted proposals with the objective of obtaining reliable inmate telephone service, reasonable rates to the inmates and called parties, and a turnkey system with full-scale

monitoring and recording capabilities. The following considerations will be applied with respect to the corresponding scored categories listed above.

a. Responsiveness to the Specifications

Consideration will be given to how the service provider meets the functional requirements, and provides the required services.

b. Capabilities and Qualifications

Consideration will be given to demonstrated capabilities and qualifications, past experiences with other governmental agencies with similar needs and proven successful implementations of the proposed system.

c. Clarity/Completeness

Consideration will be given to the clarity and completeness of the responses to the requirements of this RFP.

d. Ease of Implementation, Maintenance & Operation

Proposals will be evaluated for factors that allow the County to introduce, maintain and operate the proposed system with minimal disruption to ongoing operations.

e. Service Technician and Support Capabilities and Availability

The availability of on-site, local, and backup service technicians with proven skills, qualifications and experience for maintaining the telephone system will be a factor in the scoring process.

f. The Final Recommendation

The Proposal Evaluation Committee's final recommendation will be based on all the requirements included in this RFP and will not rely solely on the highest commission rates being offered.

3.2.5 Local Business Preference

In accordance with applicable sections of Board Policy, Section 5.3.13, in the formal solicitation of goods or services, the County of Santa Clara shall give responsive and responsible Local Businesses the preference described below.

“Local Business” means a lawful business with a physical address and meaningful “production capability” located within the boundary of the County of Santa Clara.

The term “production capability” means sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the firm’s or bidder’s ability to perform the proposed Agreement. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a “Local Business.”

In the procurement of goods or services in which best value is the determining basis for award of the Agreement, five percent (5%) of the total points awardable will be added to the Local Business score.

In order to be considered for Local Preference, proposer must complete and submit Declaration of Local Business with its RFP response.

3.3 Protests

The Department will mail letters to all proposers informing them of the proposal that was selected. Proposers whose proposals were not selected may file a written protest (“Protesters”) no later than seven (7) days following the date of the letter of notification of non-award.

3.3.1 Filing a Protest

The protest of an award must be in writing. The following must be written on the cover of the protest: “Protest Relating to **DOCRFP-ITS-V8**”. The written protest must be emailed, faxed and / or mailed to the Chief of Correction at the following address:

Edward C. Flores, Chief of Correction
Santa Clara County Department of Correction
180 West Hedding Street
San Jose, CA 95110

All protests must be received by the Chief of Correction within seven days of the date of the letter of notification of non-award. Any protests received after this time will not be considered.

3.3.2 Contents of Protest

The written protest must contain the following information:

- a. The name, street address, electronic mail address, telephone and facsimile numbers of the Protester
- b. The signature of the Protester or its representative
- c. The grounds for the protest
- d. Copies of any relevant documents
- e. The form of relief requested
- f. The method by which the Protester would like to receive the Reviewing Officer's written protest decision.

The written protest must clearly state the grounds for the protest. Protests should be concise and logically arranged.

3.3.3 Grounds for Protest

Protests shall be based only on one or more of the following grounds:

- a. The Protester believes the County failed to follow the procedures and adhere to requirements set forth in the solicitation or any addendum thereto.
- b. The Protestor believes there was misconduct or impropriety by County officials or evaluation team members.
- c. The Protester believes there was abuse of process or abuse of discretion by County officials or evaluation team members.

3.3.4 Protest Resolution Process

The Chief of Correction will review a timely protest and attempt to resolve it expeditiously. If the Chief is not able to resolve the protest then the Chief will forward the protest to an official from a different department of the County of Santa Clara who has been designated as the Reviewing Officer for the RFP. The Chief must forward the protest to the Reviewing Officer within 2 business days of not being able to resolve the

matter. The Chief may also forward additional documents to the Reviewing Officer that the Chief believes are relevant to the review of the protest.

The Reviewing Officer shall conduct an independent review of the protest to determine whether the grounds for the protest have merit. Only the information contained in a timely protest shall be considered by the Reviewing Officer. The Reviewing Officer has the authority to request additional information from the Protester or Department to clarify or confirm information submitted in a timely-written protest to assist with the Reviewing Officer's review of a protest.

The Reviewing Officer will issue a written decision on a timely written protest within 30 days of receiving a protest; however, the time for decision may be extended by the Reviewing Officer. The Reviewing Officer will issue the written decision to the Protester and the Department. If the Protester failed to specify in its written protest the method by which the Protester would like to receive the Reviewing Officer's written protest decision, the Reviewing Officer will send the written decision to the Protester by mail. The decision of the Reviewing Officer shall be final.

3.3.5 Remedies

If the Reviewing Officer sustains a protest in whole or in part, the Reviewing Officer shall have the sole discretion to determine an appropriate remedy in accordance with established guidelines. In determining the appropriate remedies, the Reviewing Officer may consider the degree of prejudice to other parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, the cost to the Department, the urgency of the procurement, and the impact of the recommendation(s) on the Department's mission.

3.3.6 Effect on Contract Negotiations or Performance

The Department will determine whether the negotiation or performance of a contract awarded under this RFP, notwithstanding a pending protest, is in the County's best interest. The Chief of Correction will then determine whether to continue with contract negotiations or performance with the other negotiating or performing party having full knowledge of the status of the protest process and agreeing to move forward without regard to any cost or disruption from terminating, re-competing or re-awarding the

contract that may result from the Reviewing Officer's decision. The failure of the Department to comply with the provisions stated in this protest procedure shall in no way affect the validity of any contract entered into by the County.

4 RESULTANT AGREEMENT

4.1 Agreement Development and Award

- a. The County reserves the right to negotiate with one or more service providers and to request best and final offers. The content of the RFP, RFP Addenda, the selected service provider's response and any correspondence relating to the requirements of the RFP will become an integral part of the Agreement that results from this RFP, but may be modified by its provisions.
- b. A proposal in response to this RFP is an offer to enter into an Agreement with the County based upon the terms, conditions, scope of work and specifications contained in this RFP. By submission of proposals pursuant to this RFP, proposers acknowledge that they are amenable to the inclusion in an Agreement of any information provided either in response to this RFP or during the selection process and that they are able to perform the work as required in this RFP. Further, all service providers, by submitting proposals, agree that they have read and understand all the terms and conditions and will abide by the terms and conditions thereof.
- c. No resultant Agreement is binding upon the County until it is approved by the County's Board of Supervisors or its designee and fully executed by both parties. The County Board of Supervisors or its designee has the sole prerogative to accept or reject any recommendations with regard to a resultant Agreement, made by the County. Conduct of negotiations prior to reaching an Agreement, by the County with a service provider is not an implicit or explicit guarantee that an Agreement will be executed.
- d. If the selected service provider fails to sign and return the resultant Agreement within fifteen days of receipt thereof, the County may annul the award and make award to the next highest ranked service provider. The County retains the right to make any subsequent award.

- e. The County shall have the right to use all system ideas, or adaptations of those ideas contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

4.2 Requirements

All services provided in any resultant Agreement shall be guaranteed for the duration of the Agreement and any extensions thereof.

4.2.1 Liquidated Damages

The parties recognize the importance of having a fully functional inmate telephone system at all times during the term of the Agreement and that all performance obligations of the Agreement are fully and timely complied with.

The parties understand and agree that the County will suffer damages if performance obligations are not met completely and timely, and it is impractical and extremely difficult to determine the amount of actual damages the County would sustain for noncompliance.

Therefore, service providers shall guarantee payment of reasonable fixed and liquidated damages, and not as a penalty, the sums set forth in the Resultant Agreement for each and every service requirement and project milestone as defined in the resultant Agreement that is not met including, but not limited to the following.

- a. Failure to meet project milestones or complete installation of the inmate telephone system with 100% availability. This may be satisfied by forfeiture of bond funds as liquidated damages to the extent the bond funds fully compensate County for all actual, direct and reasonable costs, including lost revenue.
- b. Any complete and unrecoverable loss of any inmate call recording;
- c. Each consecutive day where 100% telephone management system availability (not including individual inmate telephone outages) is not maintained,
- d. Un-availability of complete monitoring and playback capability of any single system management workstation,
- e. Single inmate telephone outages,
- f. Failure to establish a telephone number block,

- g. Such other performance outcomes as may be determined by the County.

4.2.2 Term

- a. The term of the Agreement that results from this RFP shall be five (5) years.
- b. The County, in its sole discretion upon approval of the Board of Supervisors, has the option to extend any resultant Agreement for up to an additional two years.
- c. The option to renew any resultant Agreement shall be at the sole discretion of the County.
- d. All or partial services in any resultant Agreement may be suspended by the County immediately and without notice for reasons of safety and/or security.
- e. The County may terminate any resultant Agreement at the County's sole discretion, upon 30 days written notice. In addition, the County may terminate any resultant Agreement for cause following notice and ability to cure. Such notice shall specify the reason and effective date for termination. For purposes of this RFP, cause includes, but is not limited to, any of the following: (1) material breach any resultant Agreement; (2) violation by the service provider of any applicable laws; (3) assignment by the service provider of any resultant Agreement without the prior written consent of the County; (4) failure to provide services in a satisfactory manner.
- f. Upon termination or expiration of any resultant Agreement, the service provider shall work with County to facilitate a smooth transition of uninterrupted inmate telephone service to the successful replacement service provider, at no cost to County. Any phone wiring and related conduit and switches installed during any resultant Agreement become the property of County. The service provider's equipment must be removed in a manner that allows existing wiring to be reused.
- g. All transitional stages of inmate telephone system installation and implementation shall be coordinated with County and County's current telephone provider to ensure an efficient and expedient installation of the system with no interruptions in service.

4.2.3 Other Applicable Requirements

- a. Inmate telephone services shall be provided by a single service provider with end-to-end network, billing, collections, and equipment responsibilities.
- b. The selected service provider shall maintain books, records and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.
- c. The County or their representatives shall have reasonable access, for the purpose of examination, to any books, documents, papers and records of the successful proposer as they may relate to any Agreement that results from this RFP. The County may cancel any resultant Agreement for refusal by the successful proposer to allow reasonable access to all documents, papers, or other materials originated or received by the service provider in conjunction with any Agreement resulting from this RFP.
- d. Beverage Nutritional Criteria - Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.
- e. County No-Smoking Policy - Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

- f. Budget Contingency - This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

4.2.4 Insurance Requirements

Service providers shall provide County with certificates of insurance as stated in the insurance Attachment (Exhibit E) to this RFP. Service provider's insurance shall be effective 30 days prior to the start date of any resultant Agreement and shall continue throughout the entire term of the Agreement. If service provider fails to maintain any of the required insurance coverage, the County has the right to declare service provider in breach.

4.2.5 Non-Discrimination Requirements

- a. Service providers responding to this RFP shall comply with all applicable federal, state, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Section 12900 et seq.); California Labor Code Sections 1101 and 1102.
- b. Service providers responding to this RFP shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall a service provider responding to this RFP discriminate in provision of responses because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical

disability, medical condition, political beliefs, organizational affiliations, or marital status.

4.2.6 Security Clearance Requirements – Selected Service Provider

All selected service provider employees, agents, and representatives, wishing to enter any County correctional facility are required to receive a security clearance prior to entrance. Selected service provider is required to allow at least three weeks for completion of the security clearance process. Requests for security clearances must be made to the Department of Correction, Security Clearance Unit at 408-808-3689. County reserves the right to refuse entrance to anyone not in possession of a security clearance and to confiscate any security clearance badge issued at its sole discretion.

4.2.7 Prohibition of Contact

The selected service provider shall prohibit any and all contact between inmates and the service provider's employees, agents, representatives and/or members of its Board of Directors during the term of any resultant Agreement.

4.2.8 Prohibition of Financial Relationship

The successful service provider shall prohibit any financial relationship between inmates and the service provider's employees, agents, representatives and/or members of its Board of Directors during the term of any resultant Agreement.

4.2.9 Conflict of Interest / Nepotism

The successful service provider will comply with all conflict of interest and nepotism laws, statutes, and regulations applicable to non-profit corporations or similar organizations. The successful service provider will not maintain any member of its Board of Directors as a paid employee, agent, subcontractor, or consultant. The successful service provider will not obtain insurance policies from any member of its Board of Directors. By prohibiting specific relationships, it is not the intent of the parties to authorize other relationships, which are in violation of laws, statutes, or regulations.

4.2.10 Confidentiality

The selected service provider agrees to comply with and to require its employees, and agents to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under any resultant Agreement, their records, or services provided them and assures that:

- a. All applications and records concerning an individual made or kept by the service provider or any public officer or agency in connection with the administration of or related to services provided under any resultant Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such service.
- b. No person shall publish, disclose, permit or cause to be published or disclosed, any list of persons receiving services. The selected service provider agrees to inform all employees, agents and partners of the above provisions and to further inform them that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

EXHIBITS

EXHIBIT A COUNTY CONTRACTING PRINCIPLES

Contracting Principles
October 1997
Amended October 21, 2008

WHEREAS the County of Santa Clara purchases contract services;

WHEREAS the County of Santa Clara purchases these services in the interests of meeting the needs of its residents and such services are integral to the County's mission to serve the public;

WHEREAS the County of Santa Clara is concerned over the increased costs of providing health care to the uninsured through the services of the Santa Clara Valley Health and Hospital System;

WHEREAS the County of Santa Clara is committed to the provision of quality services, whether provided directly by the County or by contract agencies;

WHEREAS the County of Santa Clara is committed to insuring that services are provided by responsible contract agencies;

WHEREAS the County of Santa Clara seeks to maximize direct resident/client services while minimizing indirect service costs and seeks to promote fiscal responsibility;

WHEREAS the County of Santa Clara has an interest in encouraging, to the extent possible, an environment in which labor and employment disputes do not disrupt the continuous delivery of purchased services;

WHEREAS the County of Santa Clara has a strong and ongoing interest in providing continuous services to the consumers of those services;

WHEREAS the County of Santa Clara needs to know the level of pay and benefits provided by County contractors in order to intelligently consider their impact;

WHEREAS this consideration should take place in the County's open and public discussion of contract awards;

NOW, THEREFORE, be it resolved that effective June 1, 1998, as a condition of the renewal of any contract or the letting of any new contract any agency or company contracting to deliver services for the County shall comply with the following contracting principles;

I. Contracting Principles

A. All Type I and Type II contracts, as hereinafter defined, shall include a contract provision specifying that the contractor shall comply with all applicable federal, state and local rules, regulations and laws.

B. In order to assure fiscal responsibility, strength and compliance with these principles all Type I and Type II contracts shall include a contract provision specifying that the contractor shall maintain financial records, that would be adequate to show that County funds were used for purposes consistent with the terms of the service contract.

C. All Type II contractors shall provide specific information in addition to that which is required of a responsible bidder. The information will be delineated in the contractor selection process document but shall, at a minimum, include the following information pertaining to the actual provision of services and/or expenditures charged to the contract:

1. Information regarding the wage level, pay range and benefits for positions and job classifications.

- a) The wage and benefit information for executive, managerial and supervisory positions may be presented as one aggregate figure. For example: "Executive, Managerial and Supervisory wage and benefits costs for this contract are (or in the case of a new program the projected level) \$X for each year of the contract." However, in no instance would an individual be identified by employee name.

- b) The wage level, pay range and benefit costs for all other positions and job classifications that will be providing actual services and/or expenditures charged to the contract should specify actual distribution (or in the case of a new program the projected level) of wage rates within each pay range by the specific salary level. However, in no instance would an individual salary be identified by employee name. In the case of single position job classes the information may be aggregated with similar job classes.

For example: "In Job Classification A there are five positions with a pay range of \$X to \$Y. With two employees paid at \$X, two employees paid at \$Y and one paid at \$Z midpoint between \$X and \$Y."

- c) If medical insurance is provided a summary of coverage for each plan must be submitted (or in the case of a new program the projected level). In addition, the County may also request the entire plan document.

The summary must include the total premium cost, the amount of the premium paid by the employer and employee, and any co-payments or other employee costs.

If medical insurance is not provided, the County Agency/Department presenting the contract for approval shall calculate and disclose the costs of providing medical insurance to the employees of the contractor. Costs shall be determined by the County Executive based on a standard cost provided by the Santa Clara Valley Health and Hospital System.

2. Length of Service

a) The length of continuous employment with the contractor by job classification (information shall not include employee names).

b) In addition, the contractor may submit information detailing the relevant prior experience of employees within each job classification (information shall not include employee names).

3. The annual rate of staff turnover.

4. The number of hours of training for each position in subject matters directly related to providing services to County residents/clients.

5. The number of legal complaints issued by an enforcement agency for alleged violations of applicable federal, state or local rules, regulations or laws and the number of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws. The information must include the date, enforcement agency, the rule, law or regulation involved and any additional information the contractor may wish to submit.

6. Copies of any collective bargaining agreements or summary of personnel policies covering the employees providing services to the County.

D. All Type II contracts shall include a contract provision specifying that in order to determine compliance to these principles as well as the contract, the contractor shall be required to provide the County or its agents, except where prohibited by federal or state laws, regulations or rules, reasonable access, through representatives of the contractor, to facilities, records and employees that are used in conjunction with the provision of contract services.

E. During the term of any contract all Type II contractors shall provide to the County copies of any financial audits that have been completed. The contractor shall use County funds for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contracts, this shall not preclude the realization of profits or savings.

F. During the term of any contract all Type II contractors shall advise the County Department/Agency responsible for monitoring the contract of the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State or Local agency for alleged violations of federal, state or local rules, regulations or laws. In addition, the specific contract may include additional provisions regarding notice to the County of specific client/patient service issue complaints.

G. During the term of any contract all Type II contractors shall advise the County of the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws.

H. Violations of this policy may be considered material breaches of any Type I or Type II contract, and may, at the option of the county, constitute grounds for the termination or non-renewal of any such contract, according to its terms. The contractor shall be provided reasonable notice of any intended termination or non-renewal and the opportunity to respond and discuss the County's intended action.

II. Definitions

- A. For purpose of this Resolution renewal of any contract shall not include modifications or amendments that do not extend the original length of the contract.
- B. For purposes of this Resolution services shall not include the rental, purchase, sale, lease, lease back or lease purchase of goods. Nor shall the rental, purchase, sale, lease, lease back or lease purchase of any facility or property be included.
- C. For purposes of this resolution Type 1 Service contracts shall include **any** of the following in which the county purchases services from:
 - 1. Sole Source
 - 2. Construction or other work required by law to be contracted out.
 - 3. Individuals and contractors that employ less than twenty-five (25) employees.

4. Contract which provides for immediate needs necessary to preserve public health, safety or peace and any other emergency work which cannot be handled because staff and equipment have been allocated and the work must be done post-haste.
 5. Contract necessary to provide immediate emergency repair of facilities or equipment in order to preserve or provide continuous public, inmate, patient or client services or for the safety and health of the public or employees.
 6. Contract with other public agencies.
 7. Contract of One Hundred Thousand Dollars (\$100,000) or less (excluding contractors where the aggregate of multiple contracts for the same or similar services with the same contractor exceeds \$100,000), except where a labor contract contains a specific provision that requires notice to the County labor organization, then the labor contract provision and threshold dollar amount shall be applied.
 8. Contract with Professionals (such as legal, financial, engineering, architectural, management consulting services, and physician and medical consulting services) where the primary services contracted for will be provided by those professionals.
 9. Contract requires work to be performed with specialized equipment (such as trucks, cranes and other similar large equipment) including those contracts when the contractor provides an operator for the equipment.
 10. Contract for facility or equipment maintenance except such facility or equipment maintenance provided by County employees at the time of adoption of this resolution (i.e., FY 1998).
 11. Contract is for maintenance services incidental to the purchase (or lease etc.) Of goods or equipment.
 12. Contracts to provide employee benefits pursuant to provisions of County labor contracts.
- D. For purposes of this Resolution Type II Service Contracts includes all service contracts in which the County purchases services not covered under Definitions I.B. and I.C. of this Resolution. Garment rental contracts shall be considered a Type II for the purposes of this resolution.

III. Implementation

- A. The County Executive shall direct the preparation and dissemination of any administrative guidelines and directives to County Departments/Agencies as are necessary to implement this Resolution as of June 1, 1998. These directives shall include a requirement that each County Department or

Agency advise current service contract ors of the implementation of this Resolution prior to June 1, 1998.

- B. The County Counsel shall develop and disseminate standardized contract provisions that implement this Resolution.
- C. This Resolution and its requirements shall be a part of, and shall be added to, the previously adopted Board policy on Bidding and Contracting.
- D. The implementation and actual experience under terms of this resolution shall be reviewed by the Board Finance Committee and then the full Board beginning one year after adoption of this resolution. The Board shall affirmatively seek out and consider the input of contract ors operating under these contracting principles. In addition, the County Executive shall provide quarterly reports to the Finance Committee.

DECLARATION OF CONTRACTOR

To be completed by all Type I and Type II contractors)

- ☐ This is a Type I service contract under the Board of Supervisor's Resolution of Contracting Principles.

If this box is checked, please complete the following:

Type I Category: _____

Explanation: _____

- ☐ This is a Type II contract under the Board of Supervisor's Resolution on Contracting Principles.

The contractor currently has other County contracts for the same or similar services:

☐

Yes

☐

No

If **Yes** is checked, please list and describe contracts, types and dollar amounts.

I am authorized to complete this form on behalf of _____

[_____ Name of contracting entity]. I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

Contractor Signature: _____

Name: _____

Title: _____

Date: _____

**CONTRACT PROVISIONS TO IMPLEMENT THE TERMS OF THE
RESOLUTION RE: CONTRACTING PRINCIPLES
[TYPE I CONTRACTS ONLY]**

This contract is a Type I service contract, subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997 and subsequently amended on October 21, 2008. Accordingly, Contractor shall comply with all of the following:

a. Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contracts. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the ground of non compliance with this Section, and the opportunity to respond and discuss the County's intended action.

**CONTRACT PROVISIONS TO IMPLEMENT THE TERMS OF THE
RESOLUTION RE: CONTRACTING PRINCIPLES
[TYPE II CONTRACTS ONLY]**

This set of forms is applicable generally for contractors providing service to the County of Santa Clara. It is not intended for contractors that provide rental, purchase, sale, lease, lease back or lease purchase of goods to the County.

It should be assumed that contractors are Type II providers unless they meet the exceptions as described in Il. C. 1-12 of the Resolution of Contracting Principles.

Contracting Principles Compliance Online Access

Our goal is to create a community for Type II Contractors that among other things makes the process of submitting Contracting Principles and other compliance information to County departments more efficient and consistent.

To take advantage of this service, you must first register. Your registration will allow your organization portal access for submitting and updating information for the Annual Information, RFP-specific Response, and Fiscal Audit described below. The information you submit cannot be viewed through this website by anyone except authorized County staff.

You will have the ability to:

- Create and Maintain your Contracting Principles Type II one-time submission information (Annual Information)
- Create and Maintain multiple Contracting Principles Type II contract-specific information (RFP-specific Response)
- Upload and update your annual financial audit reports sent into the County (Fiscal Audit)

To use the online capability you have to register with the portal as a Type II contractor at:

<http://eservices.sccgov.org/cpc/prepare.do?action=begin>

SECTION 1

Information regarding the wages and benefits for executive, managerial and supervisory positions pertaining to services provided under the proposed contract. (Please do not provide employee names)

Aggregate total wages for the above positions pertaining to services provided under the proposed contract. (Please do not provide employee names)

= _____

Aggregate total medical benefit employer costs for the above positions pertaining to services provided under the proposed contract:

= _____

If no medical benefits are provided, County Agency/Departments will consider and include such costs for these employees, as determined by the Santa Clara Valley health and Hospital system and set by the County Executive.

Equivalent total medical benefit employer costs attributed to the above positions:

= _____

SECTION 2

Information regarding the wages and benefits for all other positions except: executive, managerial and supervisory positions, pertaining to services provided under the proposed contract.

(Please do not provide employee names)

Job Class	Pay Ranges	Employees at this level	Pay Subtotals
A	_____	_____	_____
B	_____	_____	_____
C	_____	_____	_____
D	_____	_____	_____
E	_____	_____	_____

Total medical benefit employer costs attributed to the above positions:

= _____

If no medical benefits are provided, County Agency / Department will consider and include such costs for these employees, as set by the County Executive and determined by the Santa Clara Valley Health and Hospital System.

Equivalent total medical benefit costs attributed to the above positions:

= _____

(Use additional sheets of Section 2 page for more job classes or more positions)

SECTION 3

Medical cost (medical, dental, vision and life insurance premium) breakdown for employees in Sections 1 and 2; if a different benefit package is offered to management employees, please identify and describe:

Medical Cost	Employer Contribution	Employee Self Contribution	Total Cost
Employee only			
Employee plus one dependent			
Employee plus multiple dependents			

Please check one:

- ☐ Administrative/Management Employees Only
☐ Line Employees Only
☐ All employees

Please attach a summary of all medical (medical, dental, vision and life insurance premium) plans for employees reported in Sections 2 and 3.

The County reserves the right to have contractor provide entire plan documents.

(Use additional sheets of Section 3 page for additional plans)

SECTION 4

Please provide information for length of service of contractor staff in the area of service currently provided to the County or proposed to be provided to the County:

Job Class:	Length of continuous agency service	Prior Experience (Optional)
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

Job Class:	Length of continuous agency service	Prior Experience (Optional)
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

Job Class:	Length of continuous agency service	Prior Experience (Optional)
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

(Use additional sheets of Section 4 page for more job classes)

SECTION 5

Please provide the annual rate of turnover of staff for prior 1 year.

Immediate past 12 months / prior fiscal year / prior calendar year
[Please circle one]

Note:

This section pertains to contractor staff in the area of service currently provided to the County or proposed to be provided to the County. (Example: if 10 positions are covered and 5 employees left their positions in the last year, the annual turnover rate is 50%)

SECTION 6

Training records for prior 1 year - immediate past 12 months / prior fiscal year / prior calendar year [please circle one] for contract or staff in the area of service currently provided to the County or proposed to be provided to the County:

Training subject matter related to contracted services	Employee classes	Date	Total hours

SECTION 7

Please list legal complaints, citations, court findings, or administrative findings for violations issued by enforcement agencies for the previous five (5) years for alleged violations of applicable federal, state or local rules, regulations or laws:

Rules, laws, regulations involved	Type	Enforcement Agency	Date of Issue

SECTION 8

Please list and provide copies of collective bargaining agreements covering contractor staff in the area of service currently provided to the County or proposed to be provided to the County.

Bargaining Units	Union	Term of Agreement

If there are no collective bargaining agreements, please provide summaries or actual personnel policies covering contractor staff in the area of service currently provided to the County or proposed to be provided to the County.

SECTION 9

DECLARATION THAT INFORMATION IS COMPLETE

I am authorized to complete this packet of forms on behalf of

[Name of contracting entity]

I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B NON-COLLUSION DECLARATION

This Non-Collusion Declaration is to be executed by Proposer and submitted with Proposal.

I, _____, am the _____

(Position Title)

of _____,

(Company)

the party making the forgoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Date)

(Signature)

EXHIBIT C PUBLIC RECORDS ACT INDEMNIFICATION AGREEMENT

RETURN THIS FORM WITH YOUR PROPOSAL

_____ (the “Proposer”) submitted a Proposal in response to the Inmate Telephone Services (“DOCRFP-ITS-V8”) RFP (the “Proposal”).

I understand that the Proposal is the property of the County of Santa Clara (the “County”), which is a public agency subject to the disclosure requirements of the Public Records Act (PRA, Government Code section 6250, et seq.). I further understand that upon completion of contract negotiations (negotiations are considered “complete” when the terms have been agreed to by the parties before the contract is signed), the Proposal is considered to be in the public domain and will be open to inspection by interested parties consistent with the PRA.

The Proposer contends that the following specific pages and/or attachments to the Proposal are confidential or proprietary material and are exempt from the PRA (the “Exempt Material”):

Proposer agrees that in the event the County receives a PRA request for the Proposal after completion of contract negotiations, the County will disclose the entire Proposal, including all attachments. The County will not disclose pages or attachments listed as Exempt Material only if the Proposer executes this Indemnification Agreement prior to the deadline imposed by County. If Proposer fails to execute this Agreement within the time frame imposed by County, the County may disclose Exempt Material at its sole discretion.

Public Records Act Indemnification Agreement – Page 2

In consideration of withholding Proposer's Exempt Material from production in response to a PRA request, Proposer will defend, indemnify and hold harmless the County, its officers, agents, and employees against any claim, liability, loss, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denying disclosure of the Exempt Material in response to a PRA request. The Proposer will reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Proposer is obligated to defend, indemnify and hold harmless the County under this Agreement.

The undersigned has full authority to act on behalf of the Proposer and bind Proposer in connection with this indemnification agreement.

Dated: _____

Signed: _____

(Name)

(Title)

(Organization)

Dated: _____

Signed: _____

Edward C. Flores, Chief of Correction
Santa Clara County
Department of Correction

EXHIBIT D CUSTOMER REFERENCES

List five (5) customer references for whom you have performed a job similar in size and scope to the services requested in this RFP. Note that all contact information must be accurate.

1. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

EMAIL:

2. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

EMAIL:

3. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

EMAIL:

Customer References, Page 2

4. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

EMAIL:

5. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

EMAIL:

EXHIBIT E INSURANCE AND INDEMNIFICATION REQUIREMENTS

EXHIBIT E

INSURANCE REQUIREMENTS FOR STANDARD CONTRACTS ABOVE \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub -contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, 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 - V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

EXHIBIT E

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

EXHIBIT E

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

EXHIBIT E

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

EXHIBIT F DECLARATION OF LOCAL BUSINESS

Santa Clara County gives local businesses a preference in formal solicitations of goods and services as set forth in the Board Policy, Section 5.3.13. A bidder or proposer has the option of qualifying for the preference by self-declaring its qualification as a “local business.” By signing below, the bidder or proposer is certifying its qualification as a “local business” for purposes of application of Santa Clara County’s policy and is deemed to be applying for the local preference.

All information submitted is subject to investigation, as well as to disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid or proposal not being considered for application of Santa Clara County’s local preference policy. False or dishonest responses will result in rejection of the bid or proposal and curtail the firm or individual’s ability to conduct business with the County in the future. It may also result in legal action.

Provide the complete physical address of your business with meaningful “production capability” located within the boundary of the County of Santa Clara. The term “production capability” means sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the firm’s/bidder’s/proposer’s ability to perform the proposed contract. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a “Local Business.” If you have more than one physical address in Santa Clara County, please provide an attachment with all of the addresses in the form specified below.

Please Indicate Business Organization (Check One)

- | | |
|--|--------------------------------------|
| ☐ Individual Proprietorship | ☐ Corporation |
| ☐ Partnership | ☐ Other |

By filling this form, bidder/proposer declares its qualification as a local business as defined in County of Santa Clara Board Policy, Section 5.3.13.

The undersigned declares that he or she is an official/agent of responding firm or individual and is empowered to represent, bind, and execute contracts on behalf of the firm or individual.

The undersigned declares under penalty of perjury, under the laws of the State of California, that all statements in this Exhibit and response are true and correct, with full knowledge that all statements are subject to investigation and that any incomplete, unclear, false or dishonest

response may be grounds for denial or revocation of the accompanying bid or proposal and may result in being barred from doing business with Santa Clara County as well as additional legal consequences.

Signature

Title

Name

Date

Business License Number (if applicable)