



COUNTY OF SANTA CRUZ

General Services Department
Purchasing Division

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COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Proposal (RFP) #23P2-002

FOR

Corrections Commissary Services

**Corrections Access
Agreement Due**

5:00 PM, Pacific Time, March 19, 2024
Complete a [Corrections Access Agreement](#). Email agreement to shfjailreception@santacruzcounty.us with subject line: #23P2-002 CORRECTIONS COMMISSARY WALKTHROUGH and cc Maralise.Howze@santacruzcountyca.gov.

**Mandatory Pre-Proposal
Walkthrough**

10:00 AM, Pacific time, March 21, 2024
(Meet in lobby at 259 Water St., Santa Cruz CA 95060)

Question Deadline

5:00 PM; Pacific time, March 27, 2024
Submit questions by email to Contact Person

Submittal Deadline

5:00 PM, Pacific Time, April 16, 2024
Proposal must be submitted by this Deadline.

Submittal Location

General Services Department - Purchasing Division
701 Ocean Street, 3rd floor, Room 330
Santa Cruz, CA 95060

Contact Person

Maralise Howze, Buyer
Email: Maralise.Howze@santacruzcountyca.gov
Phone (831) 454-2723
Fax (831) 454-2710

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SECTION I. INVITATION

Established in 1850 as one of the state's original 27 counties, the County of Santa Cruz was originally called Branciforte. The name was later changed to Santa Cruz, which is "holy cross" in Spanish. The County of Santa Cruz geographically is the second smallest county within the State of California, yet it has one of the largest unincorporated area populations. The 2020 estimated population for the County of Santa Cruz by the U.S. Census Bureau was 270,861. The County encompasses an urban service area of 440 square miles.

The County of Santa Cruz invites sealed proposals for the purpose of obtaining the services of a fully licensed and insured Contractor to furnish all labor, tools, equipment, and incidentals required to furnish food and Commissary services one time per week, for the Sheriff's Office, Correctional Facilities incarcerated persons, at four (4) locations within the County of Santa Cruz ("County"). The Sheriff's Office is soliciting proposals from qualified Contractors, on behalf of the Inmate Welfare Trust Fund ("IWF") to provide incarcerated person Commissary and related services for Santa Cruz County Correctional Facilities, and to provide revenue in the form of Commissions for the IWF. It is the intention of the Sheriff's Office, Correctional Bureau, to obtain a service provider that offers dependable, reliable services, up-to-date technology, and is responsive to customer needs.

Background & Present Commissary Service

The Sheriff's Correctional Bureau currently uses Executive Information Services ("EIS") as the Jail Management System to store incarcerated person records.

Keefe Commissary Network ("Keefe") currently provides the software for our Inmate Trust Fund Accounting/Commissary system. This system interfaces with our inmate telephone services provider, ICSolutions ("ICS") and our tablet provider, Smart Communications.

Keefe also currently provides Commissary services at all Correction Facilities. Listed below are the sites where Commissary is required:

- Main Jail, 259 Water Street, Santa Cruz, CA 95060
- Blaine Street, 141 Blaine Street, Santa Cruz, CA 95060
- Rountree Medium Facility, 90 Rountree Lane, Watsonville, CA 95076
- Rountree Rehabilitation and Re-Entry Facility, 100 Rountree Lane, Watsonville, CA 95076

The average total daily population in 2023 for these facilities was 345 incarcerated persons with a rated capacity of 511.

Commissary is ordered by our electronic tablet system and scantron-type order forms are currently used at the Main Jail. These orders are scanned/uploaded by Keefe staff and sent electronically to Keefe's warehouse to be filled. Keefe staff processes the orders and deducts the money from the Inmate Trust Fund accounts.

The Contractor will be expected to provide new kiosks and shall provide and maintain all related equipment, including supplying paper, ink, etc.

The following is a history of total gross Commissary sales for all four (4) Facilities for the last three (3) fiscal years:

FY 22/23	\$ 209,435
FY 21/22	\$ 189,394
FY 20/21	\$ 197,738

SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of Proposal

Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

2.2 RFP Documents

Refer to Section 5 - Official Proposal Form.

2.3 RFP Process Schedule

a. The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Advertise RFP – Santa Cruz Sentinel	March 12 & 19 2024
Release RFP	March 12, 2024
Mandatory Walkthrough	March 21, 2024 10:00AM-12:30PM
Question Deadline	March 27, 2024
Dissemination of Answers	April 10, 2024
Deadline for Submittals	April 16, 2024
Tentative Award	May
Contract Negotiation	May-June
Contract Start Date	July 1, 2024

b. Mandatory Pre-Proposal Walkthrough

Proposers must attend the Mandatory Pre-Proposal Walkthrough on Thursday, March 21, 2024, from 10:00AM to 12:30PM. Meet in lobby at:

259 Water Street
Santa Cruz, CA 95060

To attend the Mandatory Pre-Proposal Walkthrough the vendor must complete a [Corrections Access Agreement \(Attachment 1\)](#) by March 18, 2024. Email applications to shfjailreception@santacruzcounty.us and cc Maralise.Howze@santacruzcountyca.gov with subject line: #23P3-002 CORRECTIONS COMMISSARY WALKTHROUGH.

No minutes will be recorded.

During the Pre-Proposal Walkthrough, County representatives will attempt to answer questions that can be immediately answered; however, verbal responses will be non-binding on County. To formalize, Proposer must submit questions in writing to the Buyer following the Pre-Proposal Walkthrough. The Buyer will disseminate written questions and answers in the form of an addendum.

2.4 Submission of Proposal

- a. Respondent shall submit one (1) hardcopy set: one (1) original signed in blue ink and marked "ORIGINAL" and one (1) electronic copy (USB drive) of the completed proposal as specified herein.
- b. Responses to the RFP shall be delivered in a sealed envelope, clearly marked **RFP #23P2-002**, addressed to:

GSD - Purchasing Division
Attn: Maralise Howze
701 Ocean Street, Room 330
Santa Cruz, CA 95060

- c. The deadline to submit proposals is **April 16, 2024, at 5:00 PM PST**.

2.5 Public Opening of Proposals

There will be NO public opening for this RFP. Proposals will be available to the public for review only after the award of the contract.

2.6 Multiple Proposals

Only one Proposal will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one Proposal.

2.7 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **April 16, 2024, at 5:00 PM PST**. Respondent will be solely responsible for the timely delivery of their Proposal. Proposals will not be accepted after the deadline and will be returned unopened.

2.8 Point of Contact

All questions regarding this RFP shall be submitted in writing to the Contact Person or their authorized designee. No other individual has the authority to respond to any questions on behalf of the County. Failure to adhere to this process may disqualify the Respondent.

2.9 On Site Inspection

On site inspection of Respondent's facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the County as Exhibit D.

2.11 References

Respondent shall complete and submit Exhibit B – Customer References with Proposal.

The County reserves the right to check any or all references:

1. Necessary to assess a prospective Respondent's past performance;
2. Pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or
3. Explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services, or others known to County.

2.12 Proposal Evaluation Criteria

A. It is the County's intent to select the most responsive and responsible Respondent that offers the County the greatest value based on an analysis involving several criteria, including but not necessarily limited to the following:

Evaluation Criteria		Points
1.	Commission Rates: Detailed description of the commission that will be offered to the Santa Cruz Sheriff's Office. Commission to cover all items sold. Break out different items if Commission varies.	25
2.	Technical Components: The Vendor must provide, at no cost to the County, an effective and efficient Commissary and accounting system, which works in conjunction with the existing Jail Management System, phone and tablet systems. Must also comply with County IT policies. Explain in detail how the system works and describe all features offered.	25
3.	Service Capabilities and Operating Plan: The Vendor must submit an all-inclusive operating plan to provide a full-service Commissary system, evidence of the necessary organization, experience, accounting, operating, and technical skills to perform the Contract. Demonstrate the ability to meet a 98% or higher no-substitution fill rate.	25
4.	Experience: Industry/Regional Experience and References	15
5.	Financial/Legal Stability: Vendor must provide evidence of ownership, such as a business license, and a copy of audited financial statements for the past 3 years.	10
Total		100

B. A committee of County employees will evaluate all RFPs and select the Respondent who best meets the needs as set forth in this RFP, is the best qualified and is best able to provide the requested services. Evaluation of the RFPs shall be within the sole judgment and discretion of the Purchasing Division. County reserves the right to reject any or all RFPs. Award of contract is contingent upon approval from the Santa Cruz County Board of Supervisors and funding availability.

2.13 Cost of Services

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through the first term of the contract. If renewed on expiration, rates may be adjusted by mutual agreement. Any increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland, and Hayward, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.

2.14 Reservations

County reserves the right to do the following at any time:

- A. Reject any and all proposals without indicating any reasons for such rejection;
- B. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process;
- C. Terminate the RFP and issue a new RFP anytime thereafter;
- D. Procure any services specified in the RFP by other means;
- E. Extend any or all deadlines specified in the RFP by issuance of an addendum (addenda) at any time prior to the deadline for submittals;
- F. Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County;
- G. Reject the proposal of any Respondent that is in breach of or in default under any other agreement with County;
- H. Reject any Respondent County deems to be non-responsive, unreliable, or unqualified;
- I. Accept all or a portion of a Respondent's proposal;
- J. Negotiate with any or no Respondents; and
- K. Terminate failed negotiations with any Respondents without liability and negotiate with other Respondents.

2.15 Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the respondent or by formal written notice. All proposals not withdrawn prior to the response due date will become the property of the County of Santa Cruz.

2.16 Interpretation

Should any discrepancies or omissions be found in the RFP, or doubt as to its meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by County staff shall be binding. Questions must be received at least by the Question Deadline. All addenda issued shall be incorporated into the Contract.

2.17 Pre-Award Conference

If requested by Purchasing, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.18 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the contract agreement must be executed by both parties.

2.19 Respondent Responsibility and Performance

- A. It is the responsibility of Respondent to read ALL sections of this RFP prior to submitting a proposal.
- B. Respondent shall confirm compliance with all RFP specifications, requirements, terms and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFP section and paragraph number for each instance of non-compliance.
- C. Failure to comply with the RFP requirements provided herein could result in disqualification.
- D. County may at its sole discretion elect to not reject a proposal due to an error,

omission, or deviation in the proposal. Such an election by County will neither modify the RFP nor excuse Respondent from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

- E. County will consider Respondent to be the sole point of contact with regard to all contractual matters.
- F. Respondent shall provide the services of one (1) or more qualified and dedicated contract manager(s) who will ensure that the services provided under the awarded contract are satisfactory.

2.20 Respondent Qualifications

Respondent shall provide the following information/documentation in attachment form as indicated including reference to the applicable RFP paragraph number.

- A. Experience: Respondent shall be an established entity that has conducted business of the nature specified herein for at least two (2) years. Respondent shall provide a brief statement of company background including years in business and experience of support staff.
- B. References: Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References.
- C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.
- D. Other Information: Respondent shall provide sample pricing for instruction and supply/equipment rentals. Respondent may also provide any other information deemed appropriate.

2.21 Addenda

- A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the Buyer or their designee.
- B. Addenda will be posted on the [General Services Department website](#). If/when necessary, the Buyer will email addenda to all known Respondents of record.
- C. Respondents shall be responsible for ensuring that their proposals reflect any and all addenda issued by the Buyer or her designee prior to the Deadline for Proposals regardless of when the proposals are submitted. All addenda issued shall be incorporated into the contract awarded as a result of this RFP.

2.22 Proprietary Information

Proposals will be subject to public inspection in accordance with the California Public Records Act (CPRA). To protect proprietary information, if any, Respondent must clearly mark proprietary information as such, submit it in a separate sealed envelope and only reference it within the body of the proposal. Respondent should not include in the proposal any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements. Respondent shall be responsible to defend and indemnify the County from any claims or liability to compel disclosure of any part of its proposal claimed to be exempt from disclosure.

2.23 Protests and Appeals Procedures

Refer to Exhibit E – Protest and Appeals Procedures.

SECTION 3. STATEMENT OF WORK

3.1 Overview

It is the intent of the County to award all services specified herein to a single contractor. Individual costs and billings by a County Department are required, since various Departments are involved in accessing services and payments will be made from a number of individual accounts.

If your firm is capable of providing most services, but for some reason not all, you should bid on as many services as possible and indicate why you cannot provide the other services.

The County maintains the right, as it may deem necessary, to add or delete services to this contract, with only a thirty (30) day written notice, in order to accommodate any future County offered programs or as a result in the reduction in County funds. Requests for an increase in services will be negotiated with the successful bidder based on the hourly rates provided herein.

3.2 Scope

The Santa Cruz County Sheriff's Office, Corrections Bureau ("Sheriff's Office") is seeking proposals from qualified Contractors, on behalf of the Inmate Welfare Trust Fund ("IWF"), to provide a full range of commissary services, and related services for all the Santa Cruz Sheriff's Office Correctional Facilities and provide revenue in the form of commissions for the IWF. It is the intention of the Sheriff's Office to obtain a service provider that offers dependable, reliable service, which is responsive to customer needs, and customer support package. The following objectives must be met for a contract to result from this process:

- To deliver high quality commissary services and goods to incarcerated persons at the Sheriff's Correctional Facilities.
- To operate a full-service commissary program at no cost to the Sheriff's Office.
- To maintain an open, collaborative relationship with the administration and Sheriff's Office staff at all Correctional facilities, as well as any other involved County agencies or departments.
- To work with Sheriff's Office Corrections Lieutenant and assigned staff to determine commissary items to be provided and establish pricing of all items.
- To offer, advise of any updates to systems, and provide the most current and functional technology for all Sheriff's Office Correctional Facilities.
- To provide to all Sheriff's Office Correctional Facilities, dependable delivery of Commissary, with no interruption to scheduled deliveries.

3.3 General Requirements

3.3.1 Armored Car Pick-Up

Contractor will provide armored car pick-up service once a week, during regular business hours, for all kiosks that accept cash deposits.

3.3.2 24 Hour Telephone Access

Contractor will provide 24-hour-a-day, 7-day-a-week online and telephone access that allows members of the public to deposit funds into incarcerated persons' accounts.

3.3.3 Approved Products

- Contractor must be able to provide incarcerated persons Commissary and vending machine services for a varied range of approved products made available to incarcerated persons housed in these facilities. All products must be pre-approved in writing by the Correctional Facility Lieutenant.
- The Contractor may provide the incarcerated persons population with food, beverages, personal hygiene products, stationery, and other products through both vending machines and Commissary services. The Contractor will maintain and service the vending machines. The Contractor will also be responsible for Commissary items that are delivered to the housing units. Vending machines shall be in working order and stocked on a routine basis. Machines not in working order or the lack of products to supply the machines is not acceptable. Vending machine inventory should be stored on site to prevent supply issues.

3.3.4 Commissary Item Specifications

Items offered in Commissary and vending must meet the following specifications:

- Food items shall be individually wrapped/packaged and dated.
- No consumable products shall contain alcohol.
- No products needing refrigeration after opening shall be sold.
- No expired or recalled items shall be sold.
- All containers shall be shatter-proof.
- Items should be packaged in clear containers when available.
- No glass, metal, or foil-packaged items.
- Combs and hair picks shall be made of shatterproof plastic and no longer than six (6) inches.
- Keep clear, breakaway headphones in-stock.
- Dietary menus. The Contractor shall possess the ability to maintain specific menus to accommodate requests made by the County to restrict specific items from being purchased due to a conflict with a special diet and/or a security risk.
- Nutritional facts shall be easily accessible and available upon request by an incarcerated person or Corrections staff.
- The Contractor shall notify the Sheriff's Office/County of any recalled, unsafe, or expired product that was sold to any incarcerated person at the County Correctional Facilities.
- Envelopes must be pre-stamped with adequate postage and be pre-printed with the following return address:

[Space left blank for incarcerated person use]
Santa Cruz County Sheriff's Office Main Jail
259 Water Street
Santa Cruz, CA 95060

3.4 Hardware Requirements

3.4.1 Currently Installed Equipment

Contractor will provide all new equipment and supplies utilized in the operation of a full-service Commissary system at all four Correctional Facilities listed in Section 1. This includes but is not limited to the following equipment currently in place:

- Two (2) lobby kiosks that accept both cash and credit card deposits. One (1) is located at the Main Jail and one (1) at the Rountree facility.

- One (1) booking kiosk that accepts cash is located at the Main Jail. This kiosk will require replacement annually with a new machine.
- Three (3) check printers and all printing materials. One (1) is located at the Main Jail, one (1) at our fiscal unit and one (1) at the Rountree facility. The County would also consider an alternate way to print checks or wire funds if applicable.
- Four (4) direct debit vending machines, three (3) located at the Rountree facility and one (1) at the Blaine Street facility.
- A Kiosk for Commissary ordering is desired for our Rountree facility.

3.4.2 Additional Hardware Requirements

- Install, service, and maintain vending machines and kiosks using the highest standard of quality and care.
- If any of the vending machines or kiosks are inoperable for a period of more than 24 hours, the Contractor shall pay the County a fine of \$250 per day until they are repaired and in working order.
- Install and maintain all the equipment and wiring required to connect equipment to the accounting system separate from the County network.
- Provide Energy Efficient machines that meet the current requirements of the US EPA's Energy Star program and carry the Energy Star label.
- Deliver machines that do not have any part or piece which can be removed by an incarcerated person and used as a weapon.
- Provide maintenance for all the machines with a response time guaranteed of a four (4) hour window for service, twenty-four (24) hours a day, seven (7) days a week; and stock machines daily or as needed. The stocking of the machines shall be accomplished without disruption to jail and housing unit activities.
- Vending machines must directly connect to the computerized Commissary accounting system and provide direct debits for all purchases.
- One (1) County computer and county log on are provided by the Sheriff's Office for network and internet access. As part of the response of the RFP, please provide technology requirements for access to any software or hosted application that will be provided. All employees of Contractor must sign the County's Acceptable Use Policy and the Email Use and Retention Policy. If Contractor is required by law or otherwise to retain Emails for a longer period of time than provided for in the County's Email Use and Retention Policy, it shall be Contractor's responsibility to ensure any such retention obligations are met.

3.5 Software Requirements

3.5.1 County Operating System Compatibility Requirements

The County is a Microsoft Windows based environment, with virtual servers running under VMware, and Windows 10 desktops standardized with Microsoft Edge browser. Proposed solution must include:

- Detailed system architecture, including specific platform and hardware requirements of each component, and a desktop client if applicable.
- Security standards compliance and certifications.
- AD FS integration capabilities, specifically in terms of ability to provision / de-provision accounts, and to assign group membership in-system based on the Active Directory groups.

3.5.2 Cloud/On Premise Options

The County will accept proposals for one or both options for the accounting system (SaaS or On-Premises). Any proposals that wish to address both must provide separate sections in their response that fully address each option separately.

- For Cloud (SaaS) solutions, proposal must include information on how the software provides the following:
 1. Security certifications, such as FedRAMP for the application.
 2. Security certifications for the underlying infrastructure the application is running on.
 3. If not explicitly covered by certification, include attestation as to the location of datacenters that may host or route data to the solution.
 4. If not explicitly covered by certification, include attestation as to the default encryption for data at rest and in transit.
 5. Target uptime should be at least 99.9%. Proposal should demonstrate how the Contractor meets this target by providing data on last 12 months of uptime.
- For On-Premises solutions, the proposal must contain details on how this solution will be hosted and connected, including detailed specifications on the hardware and software requirements.

3.5.3 Software Maintenance, Response, and Service

- The Contractor shall provide a 24-hour-a-day, 7-day-a-week emergency hotline for reporting software problems, for maximum utilization and minimal down time of the incarcerated persons accounting system. The Contractor shall provide a four (4) hour or less response time to calls for service that require a remote resolution.
- The Contractor shall provide all miscellaneous equipment including but not limited to, printers, modems, and system software necessary to allow facility officials to monitor, record, query, display and print individual's commissary activity. The Contractor shall provide continuing support for the software and hardware throughout the length of the Contract. Support will include correcting program and system problems, updates, and enhancements to the software at no cost to the Sheriff's Office.
- The Contractor must provide an explanation of the terms of the Sheriff's Office use of the software and hardware (i.e. if contract is terminated, how an incarcerated person's accounting is transferred to another Contractor's Inmate Trust Accounting System).
- Contractor must provide a system software backup file every 24 hours.
- The Contractor is responsible for certifying that all software installed as part of the Contract, and all systems attaching to Sheriff's Office communications services are protected by anti-virus software.
- Remote access is to be coordinated through the Contractors' Information Technology Service provider and the County's Information Services Department ("ISD"). The County supports Contractor access through SecureLink.
- Software and Firmware upgrades, Service bulletins, and modification kits where appropriate, shall be provided to the County from time of delivery throughout the support life of the equipment, for not less than 10 years. Such bulletins shall be provided at no charge, although reasonable charges may be made for modification kits after the Contractor's warranty has expired. It is not the County's intention to upgrade equipment to the latest issue

throughout its life; however, knowledge of changes in the categories listed above is considered mandatory for proper maintenance of the system.

- When recommending or performing future software upgrades and/or fixes, Contractor is responsible for informing Sheriff's Office of potential impacts of existing hardware/operating system configurations. Specifically, the Contractor must notify the Sheriff's Office in advance that software enhancements will require modifications to workstation configurations. Contractor is responsible for the compatibility of the offered equipment with all circuits and facilities and must confirm compatibility in advance by notifying the Sheriff's Office and the County ISD.

3.6 Computerized Inmate Trust Fund Accounting/Commissary System Requirements

The Contractor shall provide the most up-to-date hardware and software for a complete, computerized Inmate Trust Fund Accounting System to keep accurate and complete records of all incarcerated person account activity and balances of individual accounts. This system must be approved, in writing, by the Sheriff's Office and ISD.

3.6.1 Multi-User/Function Capabilities

The proposed system shall possess multi-user and function capability. It will also be able to transfer information easily between all Correctional Facilities.

Contractors must demonstrate the flexibility and integration of their proposed computer system.

3.6.2 Admin Access to Incarcerated Person Accounts

Allow authorized Sheriff's Office Correctional staff to access an incarcerated person's account by using an identification number, issued at the time of booking, to enter the amount of money in the possession of the person being booked into the Main Jail.

3.6.3 Incarcerated Person Accounting System Functionality and Transactions

Refer to this section while completing **Exhibit H: Commissary Accounting System Functionality and Transactions**.

- The system must allow for kiosk cash deposits to be transferred to the Sheriff's Office bank account on the date they are deposited.
- Must adhere to Generally Accepted Accounting Principles (GAAP), (except when carrying a negative balance) and provide a complete audit trail of all transactions. The system must allow for both scheduled and unannounced audits.
- A system that integrates with the Sheriff's Office bank provider to provide positive confirmation of check validity when it is deposited or cashed. Exporting and uploading data to the check verification system must be automated. The Sheriff Office's current banking Contractor is US Bank they use Positive Paycheck verification system.
- The system must have the ability to maintain a negative account balance after discharge, to aid in the collection of owed funds in a subsequent incarceration.
- Provide a series of reports as specified by the Sheriff's Office, including detailed weekly invoices, cash reconciliation, and records of charges to incarcerated persons for services such as medical, hygiene kits, etc. Ad hoc reporting capability shall be available on any combination of fields.
- Produce incarcerated person payroll reports showing all incarcerated persons assigned to specific work locations, and payroll activity earned for specific work assignments.

- Have comprehensive checkbook management features. Additionally, the system must have the capability to print a check registry based on multiple criteria, which can be queried by the Sheriff's Office staff. A debit card issue option is also desired in addition to check printing.
- The system must have the ability to show the origin of funds placed on an incarcerated person's account. In addition, the Sheriff's Office prefers that the system provide investigative tools, such as the ability to run a depositor's name to show all activity related to the incarcerated person's account and all depositors who have contributed funds to their account.
- Possess various levels of security, including password control and tracking of transactions by individual and station, and have customization capabilities by the Sheriff's Office and Commissary Services Administrator (CSA).
- The software shall have the ability to interface with and share data with other Contractor products such as, but not limited to, the JMS, inmate telephone system, tablet system, and incarcerated person accounts. The Contractor's software must work in conjunction with the existing JMS, and within the existing environment for network processing, security, and system administration.
- The Sheriff's Office assumes that the proposed solution is 100% compatible with our existing JMS, unless the Contractor specifically explains any exceptions or qualifications. Qualifications must clearly detail any compatibility issues and/or describe all value-added opportunities to be realized through implementation outside of the existing network environment.

3.6.4 Records and Reports

The Commissary Ordering System shall provide separate full detailed records and management reports for use in administrative and investigative purposes. The back-up storage should be capable of retaining six (6) months of completed records on-site.

- Detailed reports should be available to the Sheriff's Office on a real-time basis via the on-site terminal.
- All information collected must be available for management analysis in report format. Samples of management reports must be provided.
- The County will bear no responsibility for the loss of revenue as a result of fraudulent use of Commissary services. Fraudulent orders shall be the sole responsibility of the Contractor.
- The system shall have the capability to establish a credit limit of \$200 for Commissary.
- The system shall have the capability of allowing Correctional Officers to "check in" from any computer to verify the order of each and any incarcerated person.
- The Sheriff's Office desires to select a Contractor that is innovative and technologically advanced. The Sheriff's Office does not intend to require any technology that has not proven effective and efficient for customers in the industry. The Sheriff's Office is interested in considering new technology upgrades as they become available and are presented by the Contractor as options for services and reporting. Contractor shall notify the Sheriff's Office of any and all new software and/or system options within 30 days of a planned launch at any of their other accounts.
- The system should be equipped with a debit card feature. The debit card would be an option issued upon an incarcerated person's release with the remaining balance of their account. This would require interfacing with the inmate accounting, Commissary, tablet and inmate telephone systems. Any

costs associated with the prepaid debit card, for the incarcerated person and Sheriff's Office, shall be fully disclosed.

- Software shall have the ability to interface with and shall share data with other Contractor products such as, but not limited to, JMS, inmate telephone system, tablet, and incarcerated person accounting system at no cost to the Sheriff's Office.

3.6.5 Installation, Training, Testing and Acceptance

- Contractor will provide and install the proposed system, at no cost to the Sheriff's Office, and provide all documentation for system implementation and interface within 45 days of contract award and execution.
- Contractor must provide all materials and services related to proper installation and implementation of new system. If there are any installation requirements above and beyond those already provided at each site that are necessary for the operation, such requirements will be supplied at the expense of the Contractor. All wiring and conduit needed to make the system operational shall be the responsibility of the Contractor. All wiring installed shall be concealed, in conduit, and approved by the County ISD prior to installation.
- Contractor must clearly identify the extent to which County staff involvement is required.
- The County reserves the right to test equipment and service for satisfactory performance for a period of ninety (90) days. After a period of sixty (60) days, the Contractor shall perform an inspection with facility officials to ascertain compliance of the system. In the event that the equipment and/or services are not acceptable, the County will notify the Contractor in writing and give the Contractor thirty (30) days to bring the equipment and service to a satisfactory level.
- The Contractor will provide, at no cost to the Sheriff's Office, training on the proposed system for Sheriff's Office employees. The Proposal must specify the scope and content of the training to be provided for each security level identified by Sheriff Correctional staff.

3.7 Contractor Responsibilities

- Contractor shall be properly licensed at all times and obey all Federal, State and Local laws regarding health, sanitation, and safety. Contractor agrees to observe all State and Federal laws and resolutions of the County and all policy, rules and regulations pursuant thereto, which in any manner affect the services contemplated under this proposal. Contractor shall collect and pay all required sales tax.
- Contractor will assume full responsibility for purchasing supplies and maintaining an acceptable inventory at their warehouse. Storage space will not be provided at County Facilities. Contractor shall bear all costs related to the purchase and storage of inventory.
- Contractor shall provide Commissary a sufficient variety to include regional, ethnic, and gender-based considerations for the population of all Sheriff's Office Correctional Facilities.
- Contractor shall be responsible for immediately reporting all the facts relating to losses and/or personal injury. The Sheriff's Office shall designate the authority as to who shall receive these reports.
- Contractor will not increase orders or offer "add-ons" at the time of delivery.
- Contractor's personnel will collect Commissary from a central area, then process, fill and distribute orders.
- Contractor's personnel will handle shortages, refunds, complaints, and requests.

- Contractor will provide carts and deliver orders to housing units. Corrections Staff shall supervise the delivery of orders; distribution shall be by the Contractor's staff.
- At all times, while in all Correctional Facilities, the Contractor staff shall comply with all the rules, regulations, directives and bulletins of the Sheriff's Office and the Correctional Facilities. Contractor vehicles, if located on the grounds of any and all Correctional Facilities, shall be subject to search.
- Contractor staff shall not fraternize with incarcerated persons or otherwise engage in activities with incarcerated persons that could endanger anyone's life, liberty, property, or disrupt Correctional Facility operations.
- The Sheriff's Office reserves the right to restrict access to any and/or all Correctional Facilities or require immediate removal of any person(s) without prior notification.
- During lockdown situations, the Sheriff's Office may elect to modify or postpone Commissary services. Prior notifications of lockdown shall be given to Contractor when possible.
- Contractor shall not sell or give Commissary goods to any Correctional staff/employees.
- Contractor shall maintain sufficient stock levels in order to limit shortages. Contractor shall not substitute and have an order-fill rate of 98% or greater. The population of the Correctional Facilities is not static and changes very rapidly. The Sheriff's Office requires this level of performance to reduce the number of credits and accounting problems for incarcerated persons released while an order is still processing. Backorders are not acceptable. After sixty (60) days, failure to maintain a greater than 98% completed order percentage on an average basis for a six (6) month period could be cause for cancellation of the Contract.

3.8 Staffing

- Contractor's staff must comply with all Sheriff's Office rules and regulations. This includes a pre-service orientation, Livescan, training, and criminal background checks.
- Contractor staff shall submit a monthly report identifying all grievances, a description of complaints and an explanation of circumstances and actions taken.
- Contractor shall immediately report any safety and security concern or violations of facility rules by any employee. The information shall be provided to Corrections staff.
- Contractor's employees shall wear shirts/uniforms clearly marked with the Contractor's name anytime while on site performing services.
- Contractor's staff must agree to abide by regulations set forth in the Prison Rape Elimination Act (PREA).
- Contractor's staff shall not give or take anything including but not limited to money, contraband, verbal or written messages, money, and letters of reference or support from an incarcerated person without the express permission of Corrections Personnel. Employees must complete a Corrections Access Agreement to these terms.
- Contractor's staff who are directly involved with the staging and/or distribution process are subject to background checks and any required training. The Sheriff's Office reserves the right to refuse entrance to Contractor's staff members for any reason.

3.8.1 Commissary Site Administrator (CSA)

Contractor must provide personnel to complete on-site Commissary services for all four (4) Santa Cruz County Sheriff Correctional Facilities. This includes the Main Jail, 259 Water Street, Santa Cruz; the Rountree Medium Security Facility, 90 Rountree Lane, Watsonville; Blaine Street Women's Facility, 141 Blaine

Street, Santa Cruz; and the Rountree Rehabilitation and Re-Entry Facility, 100 Rountree Lane, Watsonville.

Each on-site CSA shall carry out all aspects of the incarcerated person Commissary and provide all equipment support. The CSA will be required to be on-site a minimum of 8 hours per day, 5 days a week. Contractor is responsible for providing the Sheriff's Office with a schedule. Any changes to the CSA's schedule must be provided and approved to authorized Correctional staff at least 14 days in advance of the change. Otherwise, the Sheriff's Office will expect an approved substitution to fulfill the duties of the CSA. The Contractor shall provide Commissary service to each incarcerated person at least once per week. Currently, a maximum purchase of \$200.00 (not including telephone or tablet purchases) is afforded to each incarcerated person per week. The Sheriff's Office reserves the right to designate the number of Commissary days allocated for participation of the incarcerated persons, the maximum amount for each purchase, and the selection of days and/or times of the week. The Sheriff's Office will notify Contractor thirty (30) days prior to making any changes. The Sheriff's Office will have final authority in all matters relating to Commissary services within the Correctional Facilities.

3.9 Orders and Delivery Procedures

1. Commissary orders will be taken and entered into the Inmate Trust Fund Accounting System by the CSA.
2. The Commissary orders will be processed by the CSA in a secure environment provided by the Jail.
3. The CSA is solely responsible for delivery. Individual incarcerated person Commissary orders will be delivered in sealed, clear plastic bags.
4. The Commissary system will efficiently handle re-stocking and provide credits if an incarcerated person is released prior to receiving an order or if items are not received by them.
5. The Contractor shall submit a weekly invoice that can be reconciled by the Inmate Trust Fund Reporting features provided to the Sheriff's Office by the Contractor.
6. The CSA will also be responsible for passing out exchange items (including combs, toothpaste, toothbrushes, pens and pencils, and disposal of such items).
7. Commissary orders will be delivered in paper bags with two copies of the order receipt within the bag. One copy is to be given to the incarcerated person and the other to the Contractor. The receipt should contain the following information:
 - Name
 - Location (Facility & Housing Unit)
 - ID Number
 - Items and quantity included
 - Items and quantity not included, and reason
 - Total of the order and sales tax
 - Account balance after the order
 - Signature

3.10 Orientation/Training

- The Contractor shall ensure that all employees working under this Contract are trained in accordance with the Sheriff's Office, Corrections Policy and Procedures and follow all County rules and regulations.
- Include samples of security training policies and procedures in the proposal response.
- Contractor is responsible for new employee orientations.

- The Contractor shall distribute a written job description to members of their staff working in the Correctional Facilities and shall provide a copy of the job description with the proposal.

3.11 Security

- The Sheriff's Office will perform a criminal record check for all employees assigned by the Contractor to Correctional Facilities in order to gain access to the Sheriff's Office, Correctional Facilities.
- All personnel, supplies, equipment, and on-site facilities utilized by the Contractor in providing Commissary services for the Sheriff's Office shall be subject to search and/or inspection by the Sheriff's Office without notice and at any time.
- The Contractor and all employees, agents or Contractors associated with the Commissary operation shall comply with all Facility security regulations at all times while within the Facility.
- The Contractor, and all employees of the Contractor, shall be subject to a background check or security clearance by the Sheriff's Office. In recognition of the sensitive nature of the Correctional Facilities, the Contractor agrees that in the event the Sheriff's Office, at its discretion, is dissatisfied with any of the personnel provided under the Contract, the Sheriff's Office may give written notice to the Contractor of such fact and the reason therefore, and if the problem cannot be resolved, the Contractor agrees that the individual(s) about whom the dissatisfaction has been expressed will not perform any duties thereafter at any of the Correctional Facilities.

3.12 Product Pricing and Accounting

Contractor must submit a suggested menu of products with suggested selling prices (including any applicable sales taxes). These prices will include any markup to pay for all other services and systems proposed, however, the Contractor must only charge incarcerated persons within the reasonable market prices generally charged for similar commodities when sold in this general area with a similar level of service.

Pricing for all Commissary items to be provided will be determined by the Contractor and the Lieutenant at the Sheriff's Office, Correctional Facility, who is assigned to oversee incarcerated person Commissary services. After the initial meeting, NO ITEMS or pricing changes shall be allowed without the express permission, in writing, of the Sheriff's Office Lieutenant. The Sheriff's Office reserves the right to determine the final retail selling prices of Commissary to the incarcerated persons. Any proposed changes must be given to the Sheriff's Office Lieutenant at least thirty days (30) prior to the proposed change. It will be the responsibility of the Contractor to recommend any new products to the Sheriff's Office Lieutenant.

No price adjustments shall be made during the first contract year. Any price changes in subsequent years must be submitted in writing to Sheriff's Office, by May 1 of each year, and if agreed to by the Sheriff's Office, will go into effect July 1. Any time any product offerings change; the change will be submitted to the Sheriff's Office, thirty (30) days prior to the effective date. All incarcerated person materials will be updated, and all incarcerated persons will be notified by the effective date of the change.

The Contractor shall submit an invoice on a weekly basis that will detail the total amount of sales for the week. This amount must balance with the Sheriff's Office's total. Once confirmed, payment to the Contractor shall be made weekly from the Inmate Commissary account. Keefe deducts funds from incarcerated person accounts for the cost of incarcerated person orders, the Sheriff's Office does not engage in that billing.

Incarcerated persons are considered to be indigent if they have less than \$3.00 on their accounts. Incarcerated persons wishing to receive free indigent items must mark the items on their order form. Contractor shall provide the following indigent items at no cost to the Sheriff's Office:

- 4 postage prepaid envelopes
- 8 sheets of writing paper
- 1 pen
- 1 comb
- 1 toothbrush
- 1 (0.85oz) tube of toothpaste
- 7 (10ml) conditioning shampoo packets
- 2 (1.5oz) bar of soap

Contractor must agree to sell to Sheriff's Office, at cost, postage prepaid envelopes, indigent bags (items to be determined), OTC medications and exchange items (including combs, razors, pens, toothpaste, toothbrushes, and pens), and bill monthly on a separate invoice to the Sheriff's Office. No commissions will be paid on stamped envelopes, indigent items, OTC medications, sales tax, and exchange items or any other items agreed to in writing by both parties to be given away or sold at or near cost.

3.13 Commission Structure

Note: Net sales are defined as, "gross sales less any applicable sales tax." Gross sales shall be construed as "all monies received from the sales of merchandise, products or services, less any refunds, allowances, or adjustments for returns, defective or unsatisfactory merchandise, product or service, and applicable sales taxes."

- Contractor will clearly state the structure of the proposed commission rates to the Sheriff's Office over the term of the proposed Contract for each location, including the correct sales tax for each location. The total sale includes phone time, tablet purchases, Inmate Welfare Fund Commission and Contractor Commission. Proposed, higher Commission rates shall not be subsidized by higher pricing to incarcerated persons.
- The Sheriff's Office shall receive monthly Commission reports from the Contractor based on monthly net sales. A Commission check shall be issued monthly by the Contractor to the Sheriff's Office for all net incarcerated person Commissary sales. Payment must be made to the Sheriff's Office within fifteen (15) days after the last day of each month. The incarcerated person's cash account is connected to the IWF accounting system and distributes checks (Contractor checks, General Fund, IWF, Smart Communications, and ICSolutions).
- The Contractor may submit any other pertinent information that will assist the Sheriff's Office in evaluating the potential revenue and benefits for their proposal. This may include additional features/capabilities available by virtue of the Commissary and/or Trust Fund Accounting System installation. Each additional feature's costs should be outlined in detail.
- Commission checks shall be submitted to the County on a monthly basis and shall be accompanied by a report which itemizes commissary orders by facility within thirty-days (30) days after closing of the billing cycle. Full documentation, including records of billing companies, shall be provided monthly detailing how the gross billing figure was determined. Another option would be a wire transfer of commissions. These details can be worked out at the time of contract preparation.

- The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.
- The County or their representatives shall have access, for the purpose of examination, to any books, documents, papers, and records of the Contractor as they may relate to services provided to the County. Contractor shall make available to the County upon request, within ten (10) working days, audit records that document all activity of each facility Commissary orders. This shall include but not be limited to, the monthly billing report. The County, at County's sole discretion and expense, shall have full audit rights of all records maintained by Contractor which administer or concern in any manner this bid, or any Contract awarded as a result of this bid.

3.14 Special Instructions

- Include information and/or an example that gives an overview of the Commissary, IWF accounting and JMS management capabilities. Contractor shall provide a program that allows members of the public to send Commissary item package to incarcerated persons through online ordering. This service will be available 24 hours a day, 7 days a week.
- Contractor shall submit a listing of the available products and prices that will be charged to the incarcerated person at the induction of this Contract, as well as a sample of the order form.
- Contractor and CSA must participate in bi-annual meetings with the Corrections Lieutenant for quality control, price, product and menu review.

The Sheriff's Office may require sample products for testing and evaluation. Contractor agrees to furnish such sample products free and with prepaid postage. Nutritional data must be provided to Sheriff's Office upon request, free of charge.

SECTION 4. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for any contract between County and successful Contractor(s).

4.1 Purpose of Contract

The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to County.

4.2 Term of Contract

It is the County's intent to contract through July 1, 2027 with the option of two (2) one-year extensions.

4.3 Amendment

Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

4.4 Termination

County reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice prior to the effective date of termination.

4.5 Assignment

Contractor shall not assign Contract, or any interest herein, without the written consent of County. County reserves the right to approve Contractor's assignee under whatever terms and conditions County may require. Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

4.6 Licenses, Permits and Certifications

Contractor and Contractor's employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.

4.7 Compliance with Laws

Contractor shall comply with all Federal, State and local rules, regulations and laws.

4.8 Acknowledgement

Contractor shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to Contractor.

4.9 Inclusion of Documents

The RFP, all addenda and the Proposal submitted in response to the RFP shall be become a part of any contract awarded as a result of the RFP.

4.10 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to Contract shall be made in accordance with the provisions contained in Santa Cruz County Code Chapter 1.05, which by this reference is incorporated herein.

4.11 Off-Shore Outsourcing of Services

Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

4.12 Force Majeure

Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.13 Severability

Should any part of Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 Controlling Law

Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

4.15 Indemnity and Insurance Requirements

Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers' Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit H – Insurance Requirements and Certificates.

4.16 Default

- a. In addition to its remedies under paragraph 4.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
 1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
 2. Perform any of the other provisions of Contract.
- b. In the event County terminates Contract in whole or in part, as provided in paragraph 4.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 Independent Contractor Status

- a. Contractor and County have reviewed and considered the principal test and secondary factors below and agree that Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that Contractor is an independent contractor.
- b. Principal Test:

Contractor rather than County has the right to control the manner and means of accomplishing the result contracted for.

c. Secondary Factors:

(1) The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial; (2) Contractor is engaged in a distinct occupation or business; (3) In the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer; (4) The skill required in the particular occupation is substantial rather than slight; (5) Contractor rather than the County supplies the instrumentalities, tools and work place; (6) The length of time for which Contractor is engaged is of limited duration rather than indefinite; (7) The method of payment of Contractor is by the job rather than by the time; (8) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County; (9) Contractor and County believe they are creating an independent contractor relationship not an employer-employee relationship; and (10) County conducts public business.

4.18 Equal Employment Opportunity

During and in relation to the performance of Contract, Contractor agrees as follows:

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- b. If Contract provides compensation in excess of \$50,000 to Contractor and if Contractor employs fifteen (15) or more employees, the following requirements shall apply:
 1. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
 2. Contractor may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations or orders.
 3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4.19 Retention and Audit of Records

Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under Contract or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under Contract.

4.20 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, “Protected Information”) that is subject to Federal, State or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

- a. Contractor agrees to hold County’s Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.
- b. Contractor agrees to protect the privacy and security of County’s Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of County’s Protected Information.
- c. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Contractor shall certify in writing to County that such return or destruction has been completed.
- d. Contractor agrees to include the requirements contained in paragraphs 10.20(a) through 10.20(d) inclusive, in all subcontractor contracts providing services under Contract.

SECTION 5. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated below and in conformance with all plans, specifications, requirements, conditions and instructions of County of Santa Cruz request for proposal #23P2-002. Complete the following requirements in your response:

1. Respondent/Primary Contact:

Vendor Name:	
Vendor Address:	
Vendor Phone:	
Vendor Website:	
Primary Contact	
Name:	
Title:	
Phone:	
Email Address:	

Respondent shall include with Proposal:

- Section 5: Official RFP Form
- Letter of Transmittal with information regarding your company and a statement of qualifications to provide the services required.
- Provide resumes of project team that would be assigned to this project.
- Completed Exhibits A-G
- Provide the number of years your company has been in business.
- Provide evidence of ownership.
- Provide a copy of audited financial statements for the past three (3) years.
- Provide the number of employees currently employed with your business.
- If awarded, how many employees will be assigned to this contract? List their names and proposed positions, along with copies of completed resumes.
- Describe how your company will meet a 98% or higher no-substitution fill rate.
- Submit a suggested menu of products with suggested selling prices (including any applicable sales taxes), which includes all services and systems proposed. Keep in mind that the prices charged to inmates shall be within a reasonable amount charged for similar commodities when sold in this general area with a similar level of service. Provide nutritional data for any consumable items.
- Provide a sample order form.
- Provide a detailed description of the Commission that will be offered to the County. Break out different items if Commission varies.
- The Vendor must provide at no cost to the County, an effective and efficient Commissary and accounting system, which works in conjunction with the existing Jail Management System ("JMS") and any updates made to JMS, as well as ICSolutions telephone system and kiosk. Explain how your system works and the features it has to offer.
- Provide a sample of the variety of reporting capabilities that your Commissary and accounting system software offers.
- Specify the scope and content of the software training to be provided for each security level to Sheriff's Office Corrections Staff.
- Include samples of security training policies and procedures in the proposal response.
- Provide a copy of the Terms and Conditions for the software and hardware supplied by your company.

Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal?

Yes _____ No _____

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation.

Extending Contract Prices

If you are the successful Respondent, will you extend costs quoted to the County of Santa Cruz to other municipalities, districts or jurisdictions (political subdivisions)?

Yes _____ No _____

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in _____, California, on _____, 2024

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ DATE _____

EMAIL ADDRESS _____

SECTION 6. EXHIBITS

Exhibit A

RESPONDENT FACT SHEET

Name of Contractor: _____

Contractor Tax ID#: _____

Contractor operates and business is classified as:

___ Sole Proprietor ___ Partnership ___ Corporation
___ Government ___ Fiduciary ___ Other

Is Contractor:

- 1. Authorized to do business in California? Yes ___ No ___
- 2. A California-registered small business? Yes ___ No ___
- 3. A disabled-owned business? Yes ___ No ___
- 4. A women-owned business? Yes ___ No ___
- 5. A minority-owned business? Yes ___ No ___
- 6. Certified as a minority business by any public agency? Yes ___ No ___

If yes, name of agency: _____

Name of certifying officer: _____ Phone #: _____

- 7. A Disadvantaged Business Enterprise (DBE) according to the definitions on next page.
If yes, indicate composition of ownership below.

___% Disabled ___% Women ___% Black
___% Hispanic ___% Asian American ___% Native American

Contractor has been in continuous operation under the present business name for ___ years.

Contractor's annual sales volume is \$_____

Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes* ___ No ___

*If Yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension below, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Name: _____ Phone: _____

Reason for debarment/suspension (use additional pages if needed):

STANDARD DEFINITIONS FOR MINORITY/WOMEN/DISABLED BUSINESS ENTERPRISE FOR THE PURPOSES OF SANTA CRUZ COUNTY CONTRACT COMPLIANCE PROCEDURES SHALL BE AS FOLLOWS:

1. A **Minority Business Enterprise** (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned and controlled by one or more Minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and

b. whose management and daily business operations are controlled by one or more such individuals.

2. A **Women Business Enterprise** (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned by one or more women; and

b. whose management and daily business operations are controlled by one or more women who own it.

3. A **Disabled Owned Business Enterprise** (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned by one or more disabled persons; and

b. whose management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements.

Exhibit B
Customer References

Provide four (4) customer references for whom you have furnished similar services in size and nature. Customers within the County and public agencies are preferred.

1. Agency Name: _____
Agency Address: _____
Contact Name: _____
Contact Title: _____
Contact Phone: _____
Contact Email: _____
Service Type: _____

2. Agency Name: _____
Agency Address: _____
Contact Name: _____
Contact Title: _____
Contact Phone: _____
Contact Email: _____
Service Type: _____

3. Agency Name: _____
Agency Address: _____
Contact Name: _____
Contact Title: _____
Contact Phone: _____
Contact Email: _____
Service Type: _____

4. Agency Name: _____
Agency Address: _____
Contact Name: _____
Contact Title: _____
Contact Phone: _____
Contact Email: _____
Service Type: _____

Exhibit C
Designation of Subcontractors

Provide the following information for each subcontractor. A Subcontractor is one who either (1) performs work for or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

1. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

2. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

3. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

4. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

Exhibit D
Non-Collusion Declaration

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I, _____, am the
(Name)

(Position/Title) of _____,
(Company)

the party making the foregoing 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 respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, 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 respondent has not, directly or indirectly, submitted his or her bid 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

(Date)

Signature of Authorized Representative

Name of Bidder (Firm, Corp., Individual)

Title of Authorized Representative

**EXHIBIT E
PROTESTS AND APPEALS PROCEDURES**

1. Protests to the General Services Director

Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved in connection with the solicitation or award of a permit, other than a bid protest, may protest to the General Services Director. The protest shall be submitted in writing to the General Services Director (Purchasing Agent) within five (5) working days after Respondents have been notified of the County Board of Supervisors approval of an award.

2. Decision of the General Services Director

Following consultation with County Counsel, the General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken;
- (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision made by the General Services Director. However, if the underlying protested award is not subject to approval by the Board of Supervisors (contracts for services for up to \$100,000), then the General Services Director's decision shall be final.

3. Protests and Appeals to the Board of Supervisors

- (a) If permitted under Section 2(b) above, the decision of the General Services Director may be appealed to the Board of Supervisors.
- (b) Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved may protest a bid to the Board of Supervisors.

4. Time Limits for Filing Protests and Appeals to the Board of Supervisors

Protests and appeals to the Board of Supervisors must be filed no later than ten (10) working days after the date of the decision being protested or appealed. The County shall be considered an interested party. When the appeal period ends on a day when the County offices are not open to the public for business, the time limits shall be extended to the next full working day.

5. Content of Protest and Appeal; Stay of Award

Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors and shall state, as appropriate, any of the following:

- A determination or interpretation is not in accord with the purpose of these procedures or County Code;
- There was an error or abuse of discretion;
- The record includes inaccurate information; or
- A decision is not supported by the record.

In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the permit until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the General Services Director, and the using department, makes a written determination that the award of the permit without delay is necessary to protect a substantial interest of the County.

Protest and Appeal Procedure

- (a) Hearing Date. A hearing before the Board shall be scheduled within thirty (30) days of the County's receipt of a protest or appeal unless the protestor and County both consent to a later date.
- (b) Notice and Public Hearing. The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten (10) days before the scheduled hearing date.
- (c) Hearing. At the hearing, the Board shall review the record of the process or decision, and hear oral explanations from the protestor and any other interested party.
- (d) Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five (5) working days after the date of the decision, and to any other party requesting such notice.
- (e) A decision by the Board shall become final on the date the decision is announced to the public.

Signature

Print Name

Date

Exhibit F
INSURANCE REQUIREMENTS

Indemnity

In conjunction with work performed at County site, the Contractor shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, other legal costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it at any time for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. In addition, the Contractor shall hold the COUNTY, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance

CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respect COUNTY and any insurance or self insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
 - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
 - b) CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.
 - c) CONTRACTOR shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (i) Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Request;
 - (ii) Full Personal Injury coverage;
 - (iii) Broad form Property Damage coverage, and
 - (iv) A cross liability clause in favor of COUNTY.
2. Other Insurance Provisions
 - a) As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by COUNTY.
 - b) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage for five years after expiration of the term (and any extensions) of this Contract.
 - c) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy: "The County of Santa Cruz is hereby added as an additional insured as respects the operations of the named insured."

- d) All the insurance required herein shall contain the following clause: "It is agreed that these policies shall not be canceled, nor the coverage reduced until thirty (30) days after the COUNTY shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to: County of Santa Cruz, Auditor/Controller, 701 Ocean Street, Santa Cruz, CA 95060".
- e) Prospective CONTRACTOR agrees to provide COUNTY at or before the effective date of any award resulting from this Request for Proposal with a certificate of insurance of the coverage required.
- f) If any insurance policy of Contractor required by these Contract Documents includes language conditioning the insurer's legal obligation to defend or indemnify the County of Santa Cruz on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the County of Santa Cruz as a named insured. Notwithstanding the foregoing, both the Contractor and its insurers agree that by naming County of Santa Cruz as a named insured, the County of Santa Cruz may at its sole discretion, but is not obligated to, perform any act required by the named insured under said insurance policies.
- g) Prospective CONTRACTOR shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to County or any additional insured.
- h) All required insurance policies shall be endorsed to contain the following clause: "This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Santa Cruz County
Attention: General Services Department
701 Ocean Street, Room 330
Santa Cruz, CA 95060

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide COUNTY on or before the effective date of this contract Certificates of Insurance for all required coverage.

All respondents will be required to furnish, at time of submittal of Request for Proposals, proof of the insurances stated herein, which will be incorporated in the final contract with the Contractor selected.

If you do not currently carry the type/limit of insurance stated herein, please submit your Proposal with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your Proposal would be increased due to the cost of this insurance. Finally, please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact County Risk Management at 831-454-2246.

Exhibit G
Inmate Accounting System Functionality and Transactions

Complete the list below per Section 3.5.3 and specify which transaction types and added functionality can be accessed on your company's proposed inmate accounting system.

- 1) Does software add various funds to an account (i.e. from mail, visiting, etc)?
Yes No Comment: _____
- 2) Will software offer Intake, Release, and Population tracking reports?
Yes No Comment: _____
- 3) Will it draw funds from an account in the form of a check and issue that check via a Vendor-provided system printer?
Yes No Comment: _____
- 4) Can Admin users request a detailed statement when closing an account and pay the inmate's balance through a flexible medium (such as check or a debit card)?
Yes No Comment: _____
- 5) Will software deduct commissary and other charges (i.e. telephone, damaged issue, over the counter (OTC) medical issue, hygiene kits, etc) in a "live" environment?
Yes No Comment: _____
- 6) Does software offer a variety of programmable restrictions for different users and on-screen viewing capabilities while completing orders and generating receipts?
Yes No Comment: _____
- 7) Can users view historical orders with details regarding items that are unable to be filled?
Yes No Comment: _____
- 8) Can the system process credits?
Yes No Comment: _____
- 9) Can the system handle inmate accounts receivables?
Yes No Comment: _____
- 10) Can Admin users change inmate locations in the system?
Yes No Comment: _____
- 11) Can the system carry negative balances, debts vs. credit balances?
Note: Negative balances or outstanding debts will be paid as inmate receives funds.
Yes No Comment: _____
- 12) Does the system offer ad hoc reports?
Yes No Comment: _____
- 13) Will the system allow Admin users to add inmate information to control commissary purchases (i.e., disciplinary, medical, quantity controls)?
Yes No Comment: _____

- 14) Is there an automated built in bank reconciliation process?
Yes No Comment: _____
- 15) Can Admin users review general ledger totals and details in real time?
Yes No Comment: _____

ATTACHMENT 1
DUE BY MARCH 19, 2024 TO GAIN ACCESS FOR WALKTHROUGH



SANTA CRUZ COUNTY SHERIFF'S OFFICE
CORRECTIONS ACCESS APPLICATION & AGREEMENT

<input type="checkbox"/>	NEW
<input type="checkbox"/>	RENEWAL

INSTRUCTIONS FOR COMPLETING AND SUBMITTING APPLICATION

- 1) Applicant to complete personal information and sign understanding/authorization. Business/Organization designee requesting access must complete the designee section of application, sign, and submit application on behalf of applicant to email listed below.
 - 2) A legible copy of government issued ID must be submitted with application (matriculas are not accepted).
- Visitors / Contractors / County Employees must submit applications at least 5 days before access. Clearance duration determined by need. Access will expire within a year from date approved. A Renewal Corrections Access Application and copy of government issued ID must be submitted prior to expiration date to maintain access, pending approval.
 - Contracted Employees / Program Providers requesting access must complete and submit a Live Scan upon initial approval for Corrections Access. An annual refresher is required thereafter to maintain access.
 - Corrections Access Orientation is required for Inmate Programs, Contracted Employees and others who have direct contact with inmates. Business/Organization designee requesting access must coordinate completion of Orientation with Jail Contact prior to applicant's admittance.

Visitors / Contractors / County and Contracted Employees must submit applications electronically to: shfjailreception@santacruzcounty.us
 Inmate Program Providers must submit applications electronically to: DORClearances@santacruzcounty.us

APPLICANT: PERSONAL INFORMATION

Last Name _____ First Name _____ MI _____ DOB _____ (MM/YY/YY)
 Residence Address _____ City _____
 Home Phone _____ Cell Phone _____
 Government Issued Identification # _____ (legible copy of ID must be submitted with application)
 Have you been arrested in the last 5 years? NO YES (If YES list date and circumstance of arrest) _____
 Are you on Probation, Parole or PRCS? NO YES (If YES list status of probation/parole/PRCS) _____

Click here to download two page application for Walkthrough

APPLICANT: PLEASE READ AND SIGN BELOW

I understand that Corrections Access is granted to conduct professional related matters only. I understand that I am not to use Corrections Access to visit with incarcerated friends or family members. Any contact I have with an incarcerated friend or family member must be in accordance with standard inmate visiting rules and protocols separate from this agreement.

I authorize the Sheriff's Office to complete a full criminal history check and any applicable background investigation to obtain and maintain authorization to access the secured portion of the correctional facilities. I verify that the information provided on this form is true and accurate. I understand that failure to provide true and accurate information can result in disqualification. I agree to update the information on this application as needed.

I understand that any misconduct or violation of Sheriff's Office facility rules, or failure to comply with the directions of Sheriff's Office personnel could result in my immediate removal from Sheriff's Office facilities, denial of future access, and/or arrest and prosecution.

Applicant Signature _____ Date _____

BUSINESS/ORGANIZATION DESIGNEE: PURPOSE FOR CORRECTIONS ACCESS REQUEST & CONTACT INFORMATION

Business/Organization _____ Purpose _____ Jail Contact _____
 Designee _____ Email _____ Phone _____
 Designee Signature _____ Date _____

FOR OFFICIAL USE ONLY

(Update: 01.10.22 kc)

Clearance Duration: 1 Day 0-30 days 30-90 days Annual Live Scan Category _____ Access Type _____
 Approved Supplies _____ Facility Supervisor Approval _____ Date _____
 Orientation Required Orientation Registered for _____ Orientation Completed On _____ Verified By _____
 Background Check:
 DMV CURRENT YES NO FELONIES (LAST 5 YRS) YES NO PROBATION YES NO
 CRIMINAL HISTORY YES NO MISDEMEANOR (LAST 5 YRS) YES NO PAROLE YES NO
 OTHER _____ WARRANTS YES NO PRCS YES NO
 Completed By _____ Date _____ JMS PROFILE CREATED / UPDATED ENTERED APP LOG
 Access Approved Access Denied Facility Commander Signature _____ Date _____
 JMS ACCESS UPDATED APP LOG UPDATED LS LOG UPDATED APP SCANNED EXP DATE: _____ OA III: _____ Date: _____

County of Santa Cruz

Sheriff-Coroner Corrections Bureau
259 Water St, Santa Cruz, CA 95060
(831) 454-2852 FAX: (831) 454-2884

Jim Hart
Sheriff-Coroner

**Click previous page to
download two page
application for Walkthrough
Liability Waiver**

I am aware of the nature and risks associated with performing services in correctional facilities, including the County Jail, and I agree to take due caution in performing services in Santa Cruz County correctional facilities. In exchange for being allowed to perform services in Santa Cruz County correctional facilities, I agree to release and hold harmless the Santa Cruz County Sheriff, the County of Santa Cruz, and their officers, agents, employees, and volunteers from any claim for personal injuries or damage to property that I, or anyone claiming under me or on my behalf, may incur that arises from or relates to my volunteer services, to the full extent allowed under California law. I further agree to indemnify, hold harmless, and defend the Santa Cruz County Sheriff, the County of Santa Cruz, and their officers, agents, employees, and volunteers from any and all claims, demands, actions, judgments, costs, attorney's fees, and damages of any kind for liability which they may incur that arises from or relates to my own negligence or willful misconduct associated with my services at the County Jail, to the full extent allowed under California law.

Business/Organization: _____ **Date:** _____

Printed Name: _____ **Signature:** _____