



COUNTY OF SANTA CRUZ

General Services Department
Purchasing Division

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COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Proposal (RFP) #23P2-003

FOR

Corrections Telephone Services

**Corrections Access
Agreement Due**

5:00 PM, Pacific Time, March 19, 2024
Complete a [Corrections Access Agreement](#). Email
agreement to shfjailreception@santacruzcounty.us,
subject line: CORRECTIONS PHONES
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.

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 14 & 20 2024
Release RFP	March 14, 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 2024
Contract Negotiation	May-June 2024
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:

County Main Jail
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 19, 2024. Email applications to shfjailreception@santacruzcounty.us and cc Maralise.Howze@santacruzcountyca.gov, cc CORRECTIONS PHONES 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 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 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 #23P2-003**, 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 PDT**.

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 PDT**. 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(s) that offer(s) the County the greatest value based on an analysis involving several criteria, including but not necessarily limited to the following:

Evaluation Criteria		Points
1.	TECHNICAL CAPABILITIES <ul style="list-style-type: none"> • Platform Type and Equipment • Interface capabilities • Monitoring and Recording 	30
2.	FINANCIAL PROPOSAL <ul style="list-style-type: none"> • Commission Rates 	25
3.	SERVICE <ul style="list-style-type: none"> • Installation and Upgrades • Customer Service and Technical Support 	20
4.	References <ul style="list-style-type: none"> • Responses from References 	10
5.	EXPERIENCE <ul style="list-style-type: none"> • Industry/Regional Experience • Litigation 	15
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 as applicable. 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 increase in services will be negotiated with the successful bidder based on the hourly rates provided herein.

3.2 Scope

Purpose and Objectives: The County of Santa Cruz, through the Santa Cruz County Sheriff's Office, is requesting proposals from all qualified and experienced vendors to install, program, maintain and service an Inmate Telephone System at the correctional facilities supervised by the Santa Cruz County Sheriff's Office.

The purpose of this RFP is to ensure a fully operational, flexible, secure and reliable inmate telephone system and to provide Santa Cruz County with the means to ensure the lawful and legitimate use of the system. The provision of inmate telephone services is considered a critical service element and the system's quality, performance and reliability of service is a high priority to Santa Cruz County.

The objectives of Santa Cruz County are to ensure that inmate telephone usage is appropriately restricted, staff time required to administer the system is kept to a minimum, management and control of inmate telephone usage is enhanced, telephone company performance and accountability is increased and commission revenues to the Santa Cruz Santa Cruz County Inmate Welfare Fund are maximized.

Santa Cruz County is seeking a single prime contractor with end-to-end responsibility for inmate telephone services. Subcontractor relationships shall be permitted; however, it shall be the prime contractor who is responsible for all operations of the system. Santa Cruz County shall bear no responsibility for any costs associated with the hardware and software required to operate the system, including the installation, management, maintenance and on-going support of the system.

Santa Cruz County is currently under contract and an Inmate Telephone System is in place. Should a new Contractor be selected as a result of this RFP, a coordination team will be formed for a smooth and orderly transition from the current system to the new system. This team will consist of Santa Cruz County personnel, the current Contractor and the new Contractor. All the existing cable and equipment is the property of the current Contractor. A new Contractor may install new cable or acquire legal rights to the existing cable of the current Contractor, if necessary. Minimal disruption of service is required for new installation.

3.3 Main Jail Background and Present Inmate Telephone Service

IC Solutions is currently providing Inmate Telephone Services (ITS) at the following Santa Cruz County Corrections Facilities:

- Main Jail ("MJ"), 259 Water Street in Santa Cruz, CA
- Blaine Street Facility, 241 Blaine Street, Santa Cruz, CA
- Rountree Facility, 90 Rountree Lane, Watsonville, CA
- Rountree, 100 Rountree Lane, Watsonville, CA

The average daily population for 2023 for all four (4) facilities, is 365 inmates. There are currently sixty-one (61) and two (2) payphones. There are also seventeen (17) visiting phones that need to be replaced with ITS equipment. There is the availability to monitor and record inmate calls via web-based service provided by the vendor.

Inmate Telephone Policy: All inmate housing areas are presently equipped with inmate phones featuring collect and prepaid calling card-only, for out-going calls. Phones are located in the dayrooms and recreation areas, as well as inside some housing units depending upon the Facility structure. Control boxes (cut-off switches) are located in the control area for each pod or housing unit. Phones are available 24 hours a day.

Each of the holding cells in the Intake/Booking Area at MJ are equipped with inmate phones programmed to offer free local calls to inmates being processed into custody. Any calls made outside the local calling area are made as collect calls. In addition to the inmate phones, there is a TDD available for the hearing impaired.

Santa Cruz County makes no representation or guarantee as to the dollar amount of revenue the vendor may anticipate from the Inmate Telephone System. The Vendor assumes all risk and liability. Santa Cruz County anticipates considerable activity resulting from contract(s) that will be awarded as a result of our solicitation and contract. However, no commitment of any kind is made concerning the quantities that are actually acquired. Each potential contractor should consider this fact.

3.4 Compensation

- a) Contractor shall pay commissions on all Gross Revenue. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds, or receipts paid to or received by Contractor and in any way connected to the provision of service pursuant to this RFP. Gross Revenue includes, by way of example and not limitation, the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, intralata/intrastate and international calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Contractor.
- b) Contractor shall pay commission on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, fraudulent calls, Local Exchange Carrier (LEC) adjustments or any other Contractor expense.
- c) Any additional fees to be added to the called party's bill or paid by the called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities must be approved by Santa Cruz County prior to implementation. Santa Cruz County and Contractor shall mutually agree on the method for compensation associated with the additional charges/fees due to Santa Cruz County.
- d) Any charges/fees added to the called party's bill without the express written consent of Santa Cruz County shall carry a fine of \$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were

discontinued. Santa Cruz County and Contractor shall mutually agree whether the charges/fees are to remain.

- e) Should Santa Cruz County and Contractor mutually agree that the charges/fees will remain, Santa Cruz County and Contractor shall mutually agree on a method for compensation.
- f) Should Santa Cruz County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- g) Notwithstanding the foregoing, Gross Revenue does not include:
 - Transaction Funding Fees. Transaction funding fees are defined as fees imposed on called parties who set up a pre-paid collect account with Contractor to accept calls.
 - Billing Statement Fees. Billing statement fees are defined as fees tariffed by Contractor and charged to called parties for processing a collect call on a LEC telephone bill. All billing statement fees must be approved by Santa Cruz County and are subject to the penalty as defined in Section 3.3.d above if not approved by Santa Cruz County.
 - Carrier Access Fees. Carrier Access fees are defined as fees tariffed by Contractor and charged to called parties. All carrier access fees must be approved by Santa Cruz County and are subject to the penalty as defined above if not approved by Santa Cruz County.
 - Cost Recovery Fees. Cost Recovery fees are defined as fees tariffed by Contractor and charged to called parties in an effort for Contractor to recover costs associated with processing a collect call on a LEC telephone bill. All cost recovery fees must be approved by Santa Cruz County and are subject to the penalty as defined above if not approved by Santa Cruz County.
 - Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.
 - A Free call shall be defined as a call not generating any revenue for Contractor. Calls to telephone numbers that appear on the free call list supplied by Santa Cruz County shall not generate revenue for Contractor and shall not be commissionable to Santa Cruz County. Only those numbers designated by Santa Cruz County on the free call list shall be marked as free in the ITS and designated as such in the Call Detail Records. In the event Contractor receives revenue, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to Santa Cruz County. Santa Cruz County reserves the right to enter a free number in the ITS as deemed necessary by Santa Cruz County and without the assistance of Contractor.
- h) Promotional calls are not commissioned and shall be limited to one call per unique number called per month. Promotional calls shall be designated as a "Promotional Call" in the Call Detail Records.
- i) A collect call is deemed complete, and commission due, when the called party accepts the call regardless of whether Contractor can bill or collect the revenue on the collect call.
- j) A pre-paid collect call is deemed complete, and commission due, when a call is completed by using a pre-paid collect account which has been pre-paid by any person or entity and by any method of payment.

- k) A pre-paid card call is deemed complete, and commission due, when a call is pre-paid via a pre-paid card and a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (i.e., when positive acceptance is achieved by an answering machine).
- l) A debit call is deemed complete, and commission due, when a call is pre-paid by the inmate via the debit account and a connection is made between the inmate and the called party even if such connection is established by positive acceptance or by live or automated machine pick-up (i.e., when positive acceptance is achieved by an answering machine).
- m) Commission for pre-paid cards shall be due to Santa Cruz County upon Santa Cruz County's purchase of pre-paid cards from Contractor.
- n) Contractor shall invoice Santa Cruz County the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid card order.
- o) Santa Cruz County will not be liable for any of Contractor's costs including, but not limited to, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, or any other Contractor costs.
- p) Contractor shall indicate Contractor's process for remitting applicable taxes associated with pre-paid cards to the proper regulatory body.
- q) Commission for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call usage.
- r) On the 5th day following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit usage report to Santa Cruz County and/or its Designated Agent for the full amount of the debit usage (less any issued refunds) for the prior traffic month.
- s) Contractor shall indicate Contractor's process for remitting applicable taxes associated with debit to the proper regulatory body.

3.5 Rate Requirements

- a) Contractor must agree proposed rates and fees must be fully compliant with all pertinent FCC/federal, state, and local regulations. The proposed commission payable shall be stated as a percentage of gross revenue for all calls placed on or through the Inmate Telephone System, with no fee additions beyond the maximum rates and fees specifically allowed by the FCC Order, state tariffs, and any other pertinent regulations. Failure to state commissions as a percentage of gross revenue, using only rates and fees that are compliant with all pertinent regulations, will cause vendor's proposal to be deemed non-compliant and ineligible for contract award.
- b) Before any new calling rate increases and/or decreases are implemented, Contractor must submit a request in writing to receive approval from Santa Cruz County. Santa Cruz County will respond in writing to Contractor's request.
- c) If Contractor decreases the calling rates without the written approval of Santa Cruz County, Contractor shall be responsible for paying commissions on the Gross Revenue calculated by applying the calling rates prior to the unapproved change.
- d) If Contractor increases the calling rates without the express written approval of Santa Cruz County, Contractor shall be responsible for paying commission on the Gross Revenue calculated by applying the increased rates. Contractor must also issue credits to all overcharged end-users or inmates within five (5) business days; a list of the issued credits must be provided to Santa Cruz County and/or its Designated Agent as documentation. Santa Cruz County will not issue a refund to Contractor for unapproved rate increases.

- e) Contractor will implement any rate adjustments requested by Santa Cruz County within ten (10) days of said request, subject to regulatory approval.
- f) Contractor shall disclose and detail all charges/fees that will be applied for all collect, pre-paid and debit inmate telephone calls; this includes third party fees. Contractor must specify whether taxes are included in the proposed calling rates.

3.6 Turnkey Solution

- a) Santa Cruz County requires Contractor's ITS to have the capability to provide a turnkey solution including collect, pre-paid collect, pre-paid cards, and debit.
- b) Contractor shall supply details of Contractor's proposed ITS which shall include, but not be limited to system version (if Vendor uses multiple ITS versions and/or releases), system design (centralized vs. premise based), technical specifications, software applications, hardware architecture and networking capabilities. Contractor shall also include a description, as well as visual aids, of the inmate and visitation telephone sets, TDD units and cart/portable sets proposed for installation at the Facility(s).

Contractor shall insure that their system hardware, software, and firmware is compatible with Santa Cruz County's technological and physical environment.

3.7 Commission Payment and Reporting

- a) The Contractor shall provide commission payments and traffic detail reports to Santa Cruz County and/or its Designated Agent on or before the 25th day of the month following the month of traffic. Santa Cruz County prefers commission payments be sent via wire transfer. Santa Cruz County requires that traffic detail reports be sent via electronic format.
 - Traffic detail reports shall include a detailed breakdown of the traffic for all collect, debit and pre-paid calls for each inmate telephone at the Facility(s). Traffic detail shall include, at a minimum, each of the following items for each inmate telephone broken down by collect, debit and pre-paid call types: (a) Facility Name; (b) Facility Identification Number/Site Identification Number; (c) Facility Street Address, City, State, and Zip Code; (d) Automatic Number Identifier ("ANI"); (e) Inmate Telephone Station Port/Identifier; (f) Inmate Telephone Location Name; (g) Local Gross Revenue and Commission (per inmate telephone); (h) Intralata/Intrastate Gross Revenue and Commission (per inmate telephone); (i) Interlata/Intrastate Gross Revenue and Commission (per inmate telephone); (j) Intralata/Interstate Gross Revenue and Commission (per inmate telephone); (k) Interlata/Interstate Gross Revenue and Commission (per inmate telephone); (l) International Gross Revenue (per inmate telephone); (m) Commission Rate (%); (n) Total Commission Amount; (o) Traffic Period and Dates; (p) Number of Minutes per Call Type (local, etc.) per inmate telephone; (q) Number of Calls per Call Type (local, etc.) per inmate; and (r) Total Debit Usage for each call type.
 - Additionally, Contractor shall supply a report of all pre-paid card orders completed during the traffic month to include (at a minimum) the order date, invoice number and amount.
 - Contractor shall provide a sample report showing how this requirement will be met. Contractor shall indicate if any of the required fields above cannot be provided or supplied in its Exceptions addendum to this RFP.

- b) Contractor shall provide monthly system platform Call Detail Records (CDRs) and billing files which shall be delivered to Santa Cruz County and/or its Designated Agent no later than the 25th day of the month following the month of traffic.
- c) The Billing Files contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The Billing Files shall be accompanied by a complete file map and complete field legend. The billing files shall include, but not limited to, the following fields: (a) Facility Name; (b) Facility Site ID; (c) Origination Number; (d) Dialed Number; (e) Batch ID; (f) Row ID; (g) Record ID; (h) Date of Call; (i) Call Start Time; (j) Call End Time; (k) Time of Day; (l) Multiple Rate Period Indicator; (m) Inmate PIN (if utilized by the facility); (n) Originating City; (o) Originating State; (p) Bill City; (q) Bill State; (r) Billed Minutes of Use; (s) Rounded Bill Time Indicator; (t) Bill Number; (u) Call Type (e.g. Local, Intralata/Intrastate, Interlata/Interstate, etc.); (v) Call Type Settlement Code; (w) Call Amount; (x) Taxes; (y) Fees; (z) Specialized Calling Indicator; (aa) Validation Indicator; and (bb) Tax Exempt Indicator. Contractor should, in the Proposal, provide a listing of all fields (required or preferred above) that are not being released.
- d) The raw CDRs shall contain all calls (both attempted and completed), that originate from the Facility for each day and each time of the day for the period for which said raw Call Detail Records are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, these records shall be accompanied by a complete file map and complete file legend. The raw CDRs shall include, but not limited to, the following fields: (a) Facility Name; (b) Facility Site ID; (c) Origination Number; (d) Dialed Number; (e) Trunk ID; (f) Port ID; (g) Station ID; (h) Location of Phone; (i) Inmate ID (if utilized by the Facility); (j) Inmate PIN (if utilized by the Facility); (k) Prepaid Card ID Number (if utilized at the Facility); (l) Traffic Period; (m) Date of Call; (n) Call Start Time; (o) Call End Time; (p) Duration of Call (in seconds); (q) Bill Type (e.g. Collect, Pre-Paid Collect, Debit, etc.); (r) Call Type (e.g. Local, Intralata/Intrastate, Interlata/Interstate, etc.); (s) Call Amount; (t) Validation Result; (u) Termination Status; (v) LIDB Status; and (w) Completion Status. Contractor should, in the Proposal, provide a listing of all fields (required or preferred above) that are not being released.
- e) Commission discrepancies must be resolved by Contractor within 30 days of receipt of notification of a discrepancy from Santa Cruz County or its Designated Agent or such discrepancy is subject to late charges, as described below and/or termination of the Agreement at the sole discretion of Santa Cruz County, and/or any other legal course of action Santa Cruz County elects to pursue.
- f) Commission payments, traffic detail reports, billing files, CDR reports and/or reports not containing the required fields received by Santa Cruz County or its Designated Agent after the due date are subject to late charges. The due date for all payments and reporting is the 25th day of the month following the month of traffic. Late charges for commission payments shall be equal to 5% per month of the commission due. Late charges for reporting shall be a fee of \$750.00 per month for each report not received by the 25th day of the month following the traffic month.

3.8 Reconciliation

- a) Santa Cruz County will have the right from the Effective Date of the Agreement and for a period of two (2) years after the termination date of the Agreement, upon ten (10) business days' written notice, to fully reconcile or examine any and all Contractor information pertaining to the Agreement. Santa Cruz County will also have the right to have another independent Agency of Santa Cruz County's exclusive choice, perform any or all reconciliations and examinations pertaining to this Agreement.
- b) Contractor shall maintain accurate, complete, and auditable records (electronic format) fully reflecting the Gross Revenues from which commissions can be determined, including all CDRs, billing files, pre-paid card sales, debit usage and commissioning reports during the term of the Agreement and for no less than two (2) years after the term of the Agreement covered thereby in accordance with generally accepted accounting principles. Failure by the Contractor to comply with this full reconciliation rights provision will be grounds for termination of the Agreement at Santa Cruz County's sole discretion.

3.9 Security Clearance

All Contractor employees shall obtain, at the Contractor's cost, the appropriate personnel background security clearance prior to arrival at 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. Contractor shall ensure compliance of appropriate rules of conduct. Additionally, all Contractor employees will comply with Santa Cruz County's policy and procedures. Entry to the Facility is subject to the approval of Santa Cruz County.

3.10 Single Point of Contact

Contractor shall appoint an Account Executive ("AE") who will act as a single point of contact for all inmate telephone-related activities, inquiries, service requests and issues. Contractor will provide a toll-free telephone number, mobile number, fax number and email address, for inmate telephone service-related issues in its Proposal.

3.11 Initial and Ongoing Installations

- a) The Contractor shall submit an implementation plan which shall include an installation schedule. Initial installations must be completed within thirty (30) days of the effective date of the Agreement. This implementation plan will become a part of the Agreement and must be followed.
 - Due to Contractor's action(s), if any installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Contractor may incur liquidated damages.
 - Should the Contractor fail to furnish services, material and /or equipment under this proposal within the time for delivery, then the Contractor shall pay the Santa Cruz County damages in the amount of \$500.00 for each calendar day of delay until all material and /or equipment and services have been completely furnished.
 - In no event will natural disasters or acts of God cause Contractor to incur liquidated damages.
 - Should Contractor incur liquidated damages; Santa Cruz County will invoice Contractor. Payment of the invoice shall be made to Santa Cruz County or its Designated Agent within thirty (30) days of Contractor's receipt of the invoice.

- b) Contractor shall be responsible for all costs associated with the inmate telephone, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation. This will include all wiring, new electrical circuit installations, cables, parts, software, hardware, and physical installation at each Facility.
In no way shall Contractor's ITS be configured to reside on Santa Cruz County's network.
- c) Contractor agrees to obtain Santa Cruz County's written approval before making any physical changes such as drilling into walls, floors, ceilings etc. or any other portion of the Facility. This includes existing, newly constructed or expanded Facility.
- d) The Contractor agrees to assume responsibility for installation of the equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- e) Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the Facility are at the risk of the Contractor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this Agreement by the Contractor becomes Santa Cruz County's property upon termination and/or expiration of the Agreement.
- f) The Contractor shall install additional telephones and related equipment as well as monitoring and recording equipment as needed, within thirty (30) days of request, at no cost to Santa Cruz County. This includes expansion to the existing Facility and any newly constructed Facility. This shall be done throughout the Agreement term and all subsequent renewal terms.
- g) The Contractor shall provide and install adequate surge and lightening protection equipment on all lines used for the ITS. Contractor shall be responsible for maintaining, replacing or upgrading the surge and lightening protection at no cost to Santa Cruz County.
- h) Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facility or as otherwise specified by Santa Cruz County.
- i) The Contractor shall clean up and remove all debris and packaging materials resulting from work performed.
- j) The Contractor shall restore to original condition any damage to Santa Cruz County's property caused by maintenance or installation personnel associated with the Contractor, including repairs to walls, ceilings, etc.
- k) Upon completion of the initial installation and any ongoing installations, Contractor must provide Santa Cruz County and its Designated Agent with a list of telephone numbers, equipment specifications and locations of each unit.
- l) Contractor must indicate any environmental conditions required for the proposed ITS, including providing a visual aid of a complete ITS set up.
- m) Contractor must indicate the physical size of any ITS equipment to be installed at the Facility.
- n) Contractor shall be responsible for ensuring adequate staff, both onsite and remote, are available and dedicated to the initial installation, implementation and "go live." For any future installations and implementations, Contractor shall ensure adequate onsite and remote staff are available and dedicated to the project.

3.12 ITS and User Application Specification

- a) The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
- b) Each call, having been identified as being placed through the Contractor's ITS, shall be delivered to the called party as a collect call, debit and/or pre-paid call, if the debit and/or pre-paid application is in effect and chosen as the means to place the call.
- c) Telephone station equipment shall be powered by the telephone line and require no additional power source. A power source will be available at the demarcation location.
- d) The ITS shall comply with all Federal Communication and/or Utility Commissions regulations. The inmate telephone sets shall be stainless steel and shall be sturdy, non-coin, vandal resistant and steel armored. In addition, the telephone sets shall be composed of durable, tamper-free equipment suitable for a correctional/detention environment. The telephones must contain no removable parts.
- e) Contractor shall provide a Service Level Agreement (SLA) that includes requiring a sufficient number of lines, ports, channels, etc., to ensure inmates are allowed to place calls 99.5% of the time. Santa Cruz County reserves the right to require Contractor to revise its configuration to a 1:1 (telephone to line, port, etc.) ratio should the configuration installed by Contractor result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by Contractor at no cost to Santa Cruz County.
- f) The Contractor shall provide telephone reception quality at least equal to the toll quality offered to the general public and shall meet telecommunication industry standards for service quality. Santa Cruz County requires that all telephone sets are of the "amplified" or volume-controlled type. The Contractor shall accept Santa Cruz County's decision regarding whether the reception quality meets industry quality standards.
- g) Call acceptance by the called party shall be accomplished for all collect, debit and pre-paid calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The ITS shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called party, etc. Contractor shall provide information on how the proposed ITS will meet this requirement.
- h) The ITS shall monitor the switch hook of the inmate telephones and if the switch hook is depressed at any time, the call will be disconnected, or an internal dial tone should be activated to prevent fraud. Contractor must assume all responsibility for fraud.
- i) With each call, the ITS must provide an automated message to advise the called party that:
 - The call is coming from a correctional facility;
 - The call is coming from a specified inmate; and
 - The call may be monitored and recorded.
- j) The ITS shall provide a recording at the beginning of all collect calls clearly identifying the call as a collect call to the called party. This recording must be free of any toll charges.
- k) The ITS shall have the capability to accommodate the following for recording and playback of an inmate's name to the called party:

- The inmate may record his/her name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. Santa Cruz County requires that no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
 - The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. Contractor shall indicate whether the called party will be able to select the preferred language for call prompts.
- l) Written dialing instructions in both English and Spanish must be permanently and prominently displayed on or near each inmate telephone.
 - m) The Contractor shall subscribe to the LEC Line Information Screening Data Base (LIDB). The Contractor shall query this database for each inmate call and process only those calls which do not have Billed Number Screening (BNS). The Contractor must assume all responsibility for the cost and the accuracy of validation.
 - n) The ITS shall provide a recording back to the inmate which details why a call was not completed. Please provide a list of the available recordings as well as a complete description of each. Santa Cruz County reserves the right to request the Contractor to modify/revise the recordings at any time during the Agreement at no cost to Santa Cruz County. Contractor shall modify/revise the recordings within thirty (30) days of request by Santa Cruz County.
 - o) Contractor shall indicate whether the ITS can be configured to allow the inmate to remain muted while being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.).
 - p) The ITS shall have the capability to program a specific speed dial code to selected numbers as determined by Santa Cruz County and at no cost to Santa Cruz County.
 - q) Contractor must indicate how calls to rotary telephones are handled to ensure completion of all calls.
 - r) Contractor must specify how international calls are processed and whether international collect calls can be completed via the proposed ITS.
 - Contractor must specify the process for completing those calls that would normally be blocked because of Competitive Local Exchange Carrier ("CLEC"), cell phones and unbillable issues. Contractor shall also identify the percentage of calls on an average basis that do not pass validation because of CLEC, cell phones and unbillable issues.
 - s) The ITS user application shall allow Santa Cruz County to query the CDRs for inmate activities and calling patterns. The ITS user application shall allow for the following search criteria and filters to be applied to the CDR queries. In addition, the ITS user application shall allow CDR results to be exported in a format selected by Santa Cruz County (.csv, PDF, Excel, etc.). Please provide screen shots of the user application to demonstrate Contractor is able to meet this requirement. Search criteria are as follows: (a) Inmate Name (First, Last); (b) Inmate PIN; (c) Record Identifier; (d) Date Range (Start Date/Time and End Date/Time); (e) Facility; (f) Called Number; (g) Originating Number; (h) Station Port; (i) Station Name; (j) Call Type; (k) Bill Type; (l) Duration (Minimum and Maximum); (m) Call Amount; (n) Flagged Calls; (o) Monitored Calls; (p) Recording Type; (q) Completion Type; (r) Termination Type; (s) Validation Result; (t) Pre-Paid Card ID Number; (u) Phone Group; (v) Visitation Phones; and (w) Custom Search.

- t) The ITS user application shall be equipped with, at a minimum, the following standard reports in addition to the CDRs. The ITS user application shall allow Santa Cruz County to export the reports in a format selected by Santa Cruz County (.csv, PDF, Excel, etc.). Please provide screen shots of the user application to demonstrate Contractor is able to meet this requirement. Standard reports are as follows: (a) Call Statistics by Date Range; (b) Frequently Called Numbers; (c) Frequently Used PINs; (d) Commonly Called Numbers; (e) Call Detail Report; (f) Gross Revenue Report by Date Range; (g) Facility Totals and Statistics; (h) Called Party/Number Accepting Report; (i) Fraud/Velocity Report; (j) Total Calls; (k) Calling List (PAN) Report; (l) Pre-Paid Card Report; (m) Debit Usage Report; (n) Debit Balance and Funding Report; (o) Pre-Paid Card Balance Report; (p) Bill and Call Type Distribution; (q) Phone Usage; (r) Reverse Look-Up; and (s) User Audit Trail.
- u) The ITS shall also provide the capability to customize reports in a form mutually agreed upon by Santa Cruz County and/or its Designated Agent and Contractor.
- v) The system platform CDRs shall be stored in a minimum of 3 locations to avoid any possibility of call detail records being lost.
- w) The ITS shall store all call detail records, including all attempted and completed calls at the Facility for a minimum period of three (3) years. Santa Cruz County shall have access to all call detail records from all workstations and remote access computers, based on the user's access level.
- x) The ITS shall have the capability to perform remote diagnostics to the ITS to determine if a problem is with the telephone unit or with the telephone line. Remote diagnostic tests shall be, at a minimum, run one time each day on each telephone.
- y) The Contractor shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with Telephone Devices for the Deaf (TDD).
- z) Contractor shall provide TDD telephones.
- aa) Contractor must indicate how the TDD telephones work with the proposed ITS and whether the ITS has the capability to monitor TDD calls.
- bb) The ITS must offer the called party an option to receive a rate quote during the call acceptance process. The ITS must repeat the options to the called party a minimum of two (2) times during the initial call process.
- cc) The ITS shall be capable of accommodating pro-bono calls to Consulates for Consular Notification regarding Foreign detainees. This option, when requested by Santa Cruz County, shall be provided at no cost to Santa Cruz County. Contractor shall accept Santa Cruz County's direction for how Pro Bono calling services are configured via the ITS.
- dd) Contractor shall have the capability to establish an informant line at no cost to Santa Cruz County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by Santa Cruz County. Contractor shall accept Santa Cruz County's direction for how the informant line is configured through the ITS.
- ee) Contractor shall work with Santa Cruz County on the implementation of a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Contractor shall:
 - Route free calls via the ITS to a destination provided and designated by Santa Cruz County to which the destination may be the same as that used for the Santa Cruz County informant line.
 - At no cost to Santa Cruz County, provide a telephone line to Santa Cruz County dedicated for PREA calls to which the calls will be routed as free.

- ff) Contractor shall supply, at Santa Cruz County's request, signage, brochures, flyers regarding the ITS and/or Contractor's pre-paid and debit programs at no cost to Santa Cruz County and upon request.

3.13 Security Features

- a) The ITS shall prohibit direct-dialed calls of any type.
- b) The ITS shall prohibit access to a live operator for any type of calls.
- c) The ITS shall prohibit access to "411" information service.
- d) The ITS shall prohibit access to 800 and 900 type services.
- e) The ITS shall prohibit access to multiple long-distance carriers via 950, 800 and 10 10-XXX numbers.
- f) The ITS shall prevent call collision or conference calling amongst telephone stations.
- g) The ITS must be able to be shut down quickly and selectively. Santa Cruz County must be able to shut down the ITS by cut-off switches at several locations including, but not limited to:
- At demarcation location;
 - By central control; and
 - By select housing units.
- h) The ITS shall be capable of taking an individual telephone out of service without affecting other telephones or group of telephones.
- i) The ITS shall prevent any inmate telephone from receiving any incoming calls. The Contractor shall work with the LECs to ensure such control. Contractor shall provide a detailed explanation regarding the information which is displayed on the called party's caller ID each time a call from the Facility is placed (ex: "unknown number," B-1 ANI, etc.).
- j) The ITS shall have a fraud prevention feature. This feature will randomly interject pre-recorded announcements throughout the duration of the conversation.
- k) The ITS, upon detection of a three-way call (call forwarding and conference calls, etc.), shall have the capability to flag and/or terminate the call immediately. Three-way calls shall be flagged in the call detail records as "three-way call."
- Please indicate whether the ITS plays a message to the inmate and/or the called party prior to terminating the call.
 - Please specify the method used by the Contractor to detect three-way calls, specifically if the called party is utilizing a cell phone.
- l) Santa Cruz County prefers that the ITS has the capability to detect and terminate Remote Call Forwarding calls. If Contractor's ITS is unable to detect Remote Call Forwarding, please provide the status of Contractor's research and development relative to detection of Remote Call Forwarding.
- m) The ITS shall have the capability of answer detection.
- n) The ITS shall be capable of denying certain telephone numbers from inmate dialing.
- o) The ITS shall be capable of allowing calls to specified numbers at specified times during the day.
- p) The ITS shall be capable of limiting the length of a call, providing prompts / service at certain times of the day and allowing a maximum number of minutes or seconds per inmate, per month.
- q) In all circumstances, the ITS shall limit the inmate to a single call request. The ITS shall always require the inmate to disconnect the call in progress and initiate another call.

3.14 Additional Technology and Features

- a) Contractor shall provide information on any additional technology or optional features that may be of interest to Santa Cruz County (i.e. VIOP, reverse look-up, etc.) Please be sure to provide detailed information on the functionalities as well as a complete description of the features and applications proposed. Also, detail any costs, fees, and/or commissions associated with the additional technology or optional features offered/proposed.
- b) Inmate Telephone system shall be compatible with the Inmate Commissary system (current vendor: Keefe Commissary) so inmates can order commissary items weekly using the telephone.
- c) Inmate Telephone system shall interface to JMS and Commissary systems. Vendors are responsible for any costs associated with the development of an interface to the JMS and Commissary systems.
- d) Debit calling linked to commissary accounts, with no need for a separate "phone" fund in commissary. Inmates shall be able to make debit calls on the system using their commissary funds with no need to set up a separate "debit phone account".
- e) Commissary account balance shall be available via the inmate phone. Inmates shall be able to check their commissary balance using the inmate telephone.
- f) All call types (Collect, Debit, Pre-Paid, Direct Connect, Text 2 Connect, etc.) commissioned at same percentage, and cost rated as stated in offer with no rate allowed higher than the rates clearly outlined in the RFP response.
- g) Call attempts by inmates to outside numbers that cannot complete as "collect" and that are not "debit" calls shall be offered pre-paid call set up instructions before being directed to higher cost option such as direct connect via credit card or text to connect fee.
- h) Biometric voice analysis of each inmate call attempt with the option for continuous voice identification at the County's discretion.
- i) Word and Phrase search feature allowing rapid search of all inmate recordings by user identified date range for specific words or phrases input by user. System should also offer a "Thesaurus" feature designed to associate words within a search – for example a search for "attorney" could also search for "lawyer" and "counsel" without running separate searches.
- j) Data link analysis feature which searches phone and commissary records to identify inmate associations and external associations and highlights those associations via graphical display.
- k) Sufficient software licensing to provide a virtually unlimited number of system users simultaneously.
- l) Vendors should offer the option of "Postalized" calling rates resulting in a set per minute fee with no surcharges for all call types and domestic destinations.
- m) Vendors should offer the option for international calling via inmate paid debit at a flat fee per minute with no surcharges.
- n) Inmate Request Portal allowing inmates to use the phone system to request doctor visits, file grievances, etc., and provide tracking of Facility responses to these requests.
- o) Informational Interactive Voice Response (IVR) system answering public calls with automated information related to Facility rules, options, or requirements and including dynamic input option to provide information on court appearances, bond amounts, release dates, etc.
- p) The provision of a Centralized host system designed to ensure 99.999% system uptime with minimal on-site hardware.

- q) The ability to record visitation phones on the inmate phone system at the County's discretion with retention of those recordings equal to inmate phone calls.
- r) The system should provide the ability to save or burn recordings to the user's computer for electronic mail distribution, or to a CD/DVD or thumb drive. The system should provide the ability to allow outside agencies or users remote access to the system with restrictions based upon user parameters controlled by the County.

3.15 Personal Identification Number (PIN) Application

- a) The PIN application shall work with the ITS using all of the features and functionalities described herein.
- b) The ITS shall have the capability to provide collect, debit and pre-paid station-to-station calling utilizing a PIN.
- c) The ITS shall have the capability to provide Personal Allow Numbers Lists (PANs) associated with each PIN. These PANs shall store a set quantity of allowed telephone numbers for each inmate.
 - Contractor shall indicate whether the proposed ITS documents updates or history of PAN entries. (Ex: time/date stamp, etc.).
 - The PAN application shall allow the following information (at a minimum) to be stored for each telephone number: telephone number, called party name, relationship to inmate and address.
 - Contractor shall indicate how attorney phone numbers are stored with the PAN application and whether the attorney phone numbers count against the set quantity of allowed telephone numbers for the individual inmate.
- d) The ITS shall be capable, upon request by Santa Cruz County, of providing specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. At a minimum, the following reports shall be available for monitoring purposes:
 - PANs per inmate or identifying number;
 - Calls by PIN or other identifying number.
- e) Contractor is required to establish an interface with Santa Cruz County's jail management system (JMS) so that inmate PINs will be automatically transferred, activated and deactivated in the ITS based on the inmate's custody status. The current JMS provider is EIS. The following requirements will apply relative to an interface:
 - A real-time or near real-time interface with data transfers not to exceed every 15 minutes. At a minimum, the required data to be transferred is as follows:
 - i. Inmate ID;
 - ii. Inmate First and Last Name;
 - iii. Inmate Housing Location;
 - iv. Inmate Custody Status (i.e. active/inactive, etc.)
 - The ITS shall have the capability to assign PINs for inmates through the ITS user application by randomly generating a number unique to the inmates or allowing the inmates to input a personalized pass code. Santa Cruz County currently utilizes a 10-digit PIN which is comprised of the 6-digit "S" Number and a 4-digit pass code. The 4-digit pass code is entered via the inmate telephones by the inmates and is added to the inmate's S. Number in the ITS. Contractor shall indicate whether this feature is currently available; PINs will be required with the initial installation.
- f) The ITS shall allow for manual input or edit of inmate PINs.

- g) PINs shall not be required for booking/intake phone(s) or other locations designated by Santa Cruz County.
- h) PINs shall be stored in a database that is accessible to designated users, depending upon the user's password level.
- i) The ITS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.
- j) The ITS shall be capable of transferring inmate information (ex: PINs, PANs, etc.) from one Santa Cruz County Facility to another without requiring manual re-entry of the inmate's information. Once an inmate's account has been activated in the ITS, the inmate shall be allowed to place calls from any Santa Cruz County Facility.
- k) The ITS shall be capable of documenting the date/time when an individual PIN entry was added or modified in the ITS and document the user making the change.

3.16 Monitoring and Recording Requirements

- a) The ITS shall allow Santa Cruz County staff, Santa Cruz County Prosecuting Attorney's Office and any other criminal justice agency designated by Santa Cruz County to remotely monitor live conversations and to access call recordings for each Santa Cruz County Facility. Any agency requesting remote access to the ITS shall be required to meet security requirements set forth by Santa Cruz County. Should Santa Cruz County grant remote access to external users, Contractor shall indicate if the ITS is capable of limiting specific user access to CDRs and call recordings.
- b) The Contractor shall ensure the availability of a transcription service through technology capable of accurately converting inmate phone conversations into written text format. The Contractor shall leverage state-of-the-art artificial intelligence technology to transcribe inmate phone calls conducted in multiple languages accurately and efficiently. The Contractor shall maintain high standards of accuracy and confidentiality in transcribing inmate phone calls. The Contractor shall provide a reasonable turnaround time for transcribing inmate phone calls upon receipt of the request from the County. The specific timeframe for transcription shall be mutually agreed upon by both parties and documented in the contract. The Contractor shall implement quality assurance measures to verify the accuracy and completeness of transcribed inmate phone calls. Any errors or discrepancies shall be promptly corrected by the Contractor at no additional cost to the County. The Contractor shall provide training and technical support to County personnel responsible for requesting and accessing transcribed inmate phone calls. This support shall include guidance on utilizing the transcription technology effectively and securely.
- c) The ITS shall be capable of permitting full monitoring and recording of all calls from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall have the capability to exclude those calls and clearly designate non-recorded calls within the ITS user application.
- d) The ITS shall comprehensively record all calls in the Facility. At a minimum, the Facility shall have the capability of playing back a recorded call or a call in-progress (live monitoring). All recordings shall be stored online for a minimum period of three (3) years and offline for a period of two (2) years upon the expiration or termination of the Agreement. Contractor shall provide detailed information regarding its offline storage process.

- Contractor shall be responsible for supplying all storage media (online based/CDs/DVDs, flash drives, etc.) at no cost to Santa Cruz County throughout the life of the Agreement and any renewal terms.
 - Contractor shall provide the option of secure FIPS 140-2 compliant Cloud storage, to allow call storage for recordings and monitoring.
 - Contractor shall pay Santa Cruz County liquidated damages in the amount of \$500.00 per each consecutive twenty-four (24) hour period wherein Santa Cruz County suffers one or more lost, unrecoverable or un-useable recording. Santa Cruz County agrees to notify Contractor of such instances and provide up to 7 days per instance for Contractor to produce the call recordings.
 - Live monitoring shall allow Santa Cruz County to view, at a minimum, the following information in chronological order. Contractor shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused during playback. (a) Call Start Time; (b) Facility; (c) Phone Location Name; (d) Inmate Name; (e) Inmate PIN; (f) Called Number; (g) Called City, State; (h) Call Type; (i) Bill Type; (j) Call Status; (k) Duration; and (l) Voice Verification.
- e) 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.
- f) The ITS shall allow for the manual set up of the monitoring and recording connection on an as needed basis. The ITS shall have the capability to select a particular telephone, inmate or specific telephone for recording or monitoring while a call is in progress.
- g) The ITS shall be capable of providing alerts for certain calling events and (at a minimum) allowing users to receive or forward a live call to a specified destination. Contractor shall include detailed information on the ITS alert application: at a minimum, the types of alerts available (cell phone, pager, SMS text, etc.), and whether a security PIN for accessing the real-time call is required.
- h) The ITS shall provide for simultaneous playback of recorded calls as well as continuous audio recording of live conversations.
- i) The ITS shall provide for continuous on-line diagnostics and supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service history and other diagnostics.
- j) The ITS user application shall allow for transfer/copy/export of recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording. Please provide a detailed description of the process for transferring/copying/exporting recordings.
- k) The ITS shall provide the capability to copy the conversations into an electronic format with tamper free capabilities.
- l) Please provide a listing of any other file types allowed by the ITS.

- m) Please indicate whether the copying/burning process is built into the ITS user application or whether the ITS uses an external application/software.
- n) If Contractor proposes a centralized ITS solution, Contractor shall provide information on its capability to accommodate on-site storage of call recordings.
- o) Contractor's ITS user application shall at a minimum allow:
 - The creation, modification, and deactivation of user accounts.
 - The creation, modification, and deactivation of inmate accounts.
 - The creation, modification, and deactivation of telephone numbers.
 - Capability to assign inmates or an inmate type to an inmate telephone or a group of inmate telephones.
 - The capability to locate and pull up a specific recording by utilizing a unique recording/call identifier.
 - The capability to configure blocked numbers without the assistance of Contractor.
- p) Time and date entries for each recorded conversation shall be displayed on a per channel basis. The ITS shall display all conversations in chronological order to facilitate research and playback.
- q) At the request of Santa Cruz County, Contractor shall provide remote access to the ITS at no cost to Santa Cruz County or its Designated Agent.
- r) Contractor shall provide a Universal Power Supply ("UPS") back-up power source to ensure there is no loss of recordings or real time call data in the event of a power failure.
- s) The ITS shall allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access to the system.
- t) Contractor shall be responsible for implementing a monitoring system for ~~the implementation~~ to detecting technical problems when they occur and proactively initiating a response.

3.17 Pre-Paid/Debit Application

Contractor shall provide a pre-paid and/or debit application at the facility, and such application/s shall include, but not be limited to, the following:

- a) The pre-paid and/or debit application shall work with the ITS provided. Please indicate whether the pre-paid/debit application is part of the ITS or whether an external platform is utilized for the provision of pre-paid/debit calling.
- b) The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or an inmate's account. Contractor shall provide a detailed description of any additional pre-payment/deposit methods available.
- c) The ITS shall provide the inmate with the balance of their debit and/or pre-paid account at the time of the call. The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
- d) The pre-paid and/or debit application shall allow international calls.
- e) Contractor shall have the capability to configure the pre-paid cards for usage outside of the Facility(s). Contractor must provide detailed information on this process.
- f) The pre-paid account application shall have the capability to terminate a pre-paid account and issue a refund in a manner specified by Santa Cruz County, preferably real time. Please describe Contractor's process for meeting this requirement. Under no circumstances will the Contractor be allowed to keep any money deposited in a pre-paid collect and/or debit account upon termination of the Agreement between Santa Cruz County and Contractor. All monies shall be returned to the inmate automatically at the termination of said account. All monies shall be returned to the

end user at the termination of the account, at the request of the end user or as required by law.

- g) The debit application shall have the capability to interface with the current commissary for ease of transferring money in an automated/real-time manner from the inmate's trust fund/commissary account to the inmate telephone trust fund account, managed by Santa Cruz County Sheriff Office staff, as well as refunding any remaining funds to the trust fund account (real-time) upon the inmate's release. The current commissary provider is Keefe Commissary Network. Further, Contractor shall state whether Contractor has an established business arrangement and interface with Keefe Commissary Network. If Contractor does not have an established business relationship and interface, Contractor should contact Keefe Commissary Network during the RFP process in preparation for meeting this requirement for the initial implementation. It is the Contractor's responsibility to create and establish a business relationship and necessary interfaces with Keefe Commissary Network. Santa Cruz County shall not be responsible for paying any amounts associated with the required interface.

3.18 Training

- a) Contractor shall provide training to Santa Cruz County's staff at the location where the equipment is installed. Additional training shall be provided to new staff assigned at no cost to Santa Cruz County. Training manuals shall be provided to Santa Cruz County's staff at all training meetings and will become the property of Santa Cruz County.
- b) Informational pamphlets shall be available for inmates relative to the applicable features and functionalities of the ITS, when requested by Santa Cruz County.

3.19 Transition

- a) The Contractor shall work with Santa Cruz County, its Designated Agent, and the incumbent Contractor to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by Santa Cruz County.
- b) Upon expiration, termination, or cancellation of the Agreement, the Contractor shall cooperate in an orderly transfer of responsibilities and/or the continuity of the services required under the terms of the Agreement to an organization designated by Santa Cruz County. The Contractor shall provide and/or perform any or all of the following responsibilities:
- The Contractor acknowledges that the call records, recordings, documentation, reports, data, etc., contained in the ITS are the property of Santa Cruz County. Further, the call detail records, recordings, documentation, reports, data, etc. shall be provided to Santa Cruz County by Contractor in a workable, software-compatible format, at no cost to Santa Cruz County within fifteen (15) days following the expiration and/or cancellation of the Agreement.
 - The Contractor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by Santa Cruz County. The Contractor agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date. Commissions will be due and payable by Contractor to Santa Cruz County at the compensation rate provided in the

Agreement until collect, debit and/or pre-paid calls are no longer handled by Contractor.

- All ITS inside wiring shall become the property of Santa Cruz County at the conclusion of the Agreement. The Contractor agrees to remove its equipment or sell the inmate telephone units / handsets to the new Contractor at the conclusion of the Agreement in a manner that will allow the reuse of that wire distribution.

3.20 General Maintenance

- a) The Contractor shall provide the necessary labor, parts, materials, and transportation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Agreement. No charge shall be made to Santa Cruz County for maintenance of the ITS.
- b) The Contractor shall maintain all cables related to the ITS, whether reused or newly installed.
- c) The Contractor shall respond to repair requests from Santa Cruz County or its Designated Agent by arriving at the site promptly after reasonable notice has been given 24 hours a day, 7 days a week basis, 365 days a year.
- d) Repairs or replacement shall be started by a qualified technician within 4 hours following notification of a service request or ITS failure. The Contractor must exhibit to Santa Cruz County a best effort approach to completion of the repairs or replacement during the first 24 hours following notification of a problem. Santa Cruz County shall be notified of progress and or delays in progress until there is resolution of the problem. Contractor shall notify Santa Cruz County and/or its Designated Agent any time a technician is dispatched to the Facility.
- e) Santa Cruz County may cancel the Agreement with Contractor if Contractor has not cured a service problem within 10 days of the Contractor receiving written notice of the problem from Santa Cruz County or its Designated Agent.
- f) A complete list of contractors/subcontractors, managers, administrators, technicians, etc. must be provided to Santa Cruz County. This includes a complete list of business and cellular numbers; the Contractor's management home and emergency telephone numbers must also be furnished. Contractor shall provide a copy of your current repair procedure policy for both normal maintenance and emergency outages.
- g) Either party shall report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the ITS. Contractor will assume liability for any and all such damages. In addition, Contractor shall ensure that all inmate telephones are operable and maintained at an acceptable level at all times.
- h) All issues surrounding the ITS service shall be reported by Contractor to Santa Cruz County or its Designated Agent promptly.
- i) The ITS shall be updated automatically with local NPA-NXX information on a monthly basis. Santa Cruz County shall not be responsible for manually updating NPA-NXX information. Upon request by Santa Cruz County, Contractor shall supply a list of all NPA-NXXs which are considered to be local.

3.21 Part-Time On-Site Administrator

- a) Santa Cruz County requires Contractor provide a part-time on-site administrator at the Facility at no cost to Santa Cruz County. The individual proposed to be hired by the Contractor must be approved by Santa Cruz County.
- b) The duties and responsibilities of the on-site administrator shall include, but not be limited to:
 - Maintain all databases associated with the ITS.
 - Enter all PINs, PANs, blocked numbers and any other new inmate calling information in the ITS.
 - Receive and resolve inmate comments, grievances, and questions.
 - Submit a monthly report identifying all grievances, a description of complaints and an explanation of circumstances and actions taken.
 - Receive and resolve all administrative comments and questions, to include the unblocking of specified telephone number.
 - On a weekly basis proactively provide preventative maintenance by reviewing the functionality of the ITS by performing a walkthrough of the facility.
 - Upon Santa Cruz County's request, provide necessary documentation and assistance for investigations.
 - Upon Santa Cruz County's request, provide monthly activity and maintenance reports for collect, debit and/or pre-paid usage.
 - Provide weekly status report of all requests/issues handled.
 - Contractor must also provide a back-up plan for the on-site administrator when he/she is not available. The part-time on-site administrator position shall not be vacant for longer than a period of two (2) business days.

3.22 Performance Process

- a) Contractor shall notify Santa Cruz County of any new software upgrades within 30 days of the introduction of the new software into the industry by Contractor.
- b) The Contractor shall adhere to the following Performance Process when upgrading the ITS software and equipment or performing any changes to the ITS at the Facility. Any deviation from this process may result in liquidated damages incurred by the Contractor. Such liquidated damages will be equal to no less than \$300.00 per occurrence or equal to any amount imposed by Santa Cruz County's Client, whichever is greater. Contractor shall be notified of the total amount due via written notice from Santa Cruz County or its Designated Agent. Santa Cruz County or its Designated Agent will invoice Contractor and payment shall be due within thirty (30) days of Contractor's receipt of invoice.
- c) Contractor shall provide Santa Cruz County and/or its Designated Agent, thirty (30) days written notice of a change or upgrade to the ITS at the Facility.
- d) Contractor shall perform extensive testing on all system changes or upgrades prior to discussing with Santa Cruz County or its Designated Agent. At a minimum, this shall include the following:
 - Extensive testing on a system identical to the ITS at the Facility.
 - Circuit testing.
 - Configuration / setting preservation testing.
 - Call processing.
 - International calling.
 - Debit/pre-paid card calling.

- e) Contractor shall provide detailed written information about the change and/or upgrade, specifically identifying additional features and functionalities said changes will make available to the Facility.
- f) Contractor shall receive written notification from Santa Cruz County and/or its Designated Agent, before scheduling or proceeding with any functionality changes to the ITS at the Facility, especially if the changes will cause an interruption in service.
- g) Contractor shall provide Santa Cruz County and/or its Designated Agent with written instructions for the inmates to update the voice prompts or dialing procedure. Such instructions shall be provided in English and Spanish and posted throughout the Facility by Contractor.
- h) Santa Cruz County, at its option, shall have a minimum of two (2) weeks to notify inmates at the Facility of any ITS changes that are going to specifically affect the inmates.
- i) Contractor shall coordinate a convenient time and day with Santa Cruz County and/or its Designated Agent to implement the changes or upgrades to the ITS to avoid an interruption in service. Contractor shall work with the Facility(s) to schedule the changes or upgrades during a time when the telephones are not being used regularly by the inmates.
- j) Contractor shall coordinate the presence of a technician to the Facility on the day of implementation to place test calls and ensure the ITS is functioning correctly.

All said changes shall be made by Contractor at no cost to Santa Cruz County

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 #23P2-003. 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.
- 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. ATTACHMENTS AND 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)

_____ of _____,
(Position/Title) (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.

6. 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"
RATES AND COMMISSIONS

Describe all proposed rates, fees, and County commissions. All proposed rates and fees must be fully compliant with all pertinent FCC/federal, state, and local regulations. The proposed commission payable shall be stated as a percentage of gross revenue for all calls placed on or through the Inmate Telephone System, with no fee additions beyond the maximum rates and fees specifically allowed by the FCC Order, state tariffs, and any other pertinent regulations. Failure to state commissions as a percentage of gross revenue, using only rates and fees that are compliant with all pertinent regulations, will cause vendor's proposal to be deemed non-compliant and ineligible for contract award.

NOTE: Commissions must be paid on the revenue generated by each minute of every call. The commission rate for all call types must be the same.

Please provide a commission offer based on the current calling rates listed below. Contractor may propose additional commission offers based on alternative calling rates and fees. Contractor must detail all charges and fees (including third party fees) that will be assessed for all collect, debit and pre-paid inmate telephone calls as well as the set-up fees, depositing fees, refund fees, etc. Contractor may attach additional tables if Contractor chooses to provide more commission and calling rate options. Failure to complete Exhibit G may cause Contractor's Proposal to be rejected.

PROPOSED CALLING RATES:

	Collect Calls	Prepaid Collect, Direct Billed Collect or Advance Pay	Prepaid Debit	Single Pay Calls	Commission Offered %
Call Category	Rate per Minute	Rate per Minute	Rate per Minute	Rate per Minute	
Local					
Intra LATA					
Inter LATA					
InterState					

CURRENT CALLING RATES:

Call Category	Surcharge \ Connect Fee	First Minute	Add'l Minute	Add'l Minute
LOCAL	\$0.00	\$ 0.07	\$ 0.07	\$ 0.07
INTRALATA	\$0.00	\$ 0.07	\$ 0.07	\$ 0.07
INTRALATA	\$0.00	\$ 0.07	\$ 0.07	\$ 0.07
INTERSTATE	\$0.00	\$ 0.07	\$ 0.07	\$ 0.07

CONTRACTOR NAME: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

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 / YYYY)

Residence Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Government Issued Identification # _____ A 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

Corrections Access is granted to conduct professional related matters only. I understand that I am not to use Corrections Access to contact 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 <input type="checkbox"/>	NO <input type="checkbox"/>	FELONIES (LAST 5 YRS)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	PROBATION	YES <input type="checkbox"/>	NO <input type="checkbox"/>
CRIMINAL HISTORY	YES <input type="checkbox"/>	NO <input type="checkbox"/>	MISDEMEANOR (LAST 5 YRS)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	PAROLE	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER _____			WARRANTS	YES <input type="checkbox"/>	NO <input type="checkbox"/>	PRCS	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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:** _____