

COUNTY OF MENDOCINO


Mendocino County Sheriff's Office

951 Low Gap Rd. ♦ UKIAH, CA 95482 ♦ (707) 463-4411
Mcso-contracts@mendocinocounty.org

REQUEST FOR PROPOSAL (RFP)

INMATE COMMUNICATION SERVICES
FOR COUNTY JAIL AND JUVENILE HALL

RFP No.	SO-2019-001
RFP Issue Date:	June 24, 2019
RFP Submission Deadline:	August 12, 2019
Issued by:	Mendocino County Sheriff's Office



REQUEST FOR PROPOSAL

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I. INTENT

It is the intent of these specifications, terms, and conditions to locate qualified vendors who are interested and capable of providing inmate telephone service, including telephones, and service enabled tablets utilizing state of the art technology and equipment for inmates in custody at the Mendocino County Sheriff's Office (MCSO) and juveniles in custody at the Mendocino County Juvenile Hall ("Juvenile Hall").

The selected Contractor shall provide the services in County facility, at no cost to MCSO or the County. All cost for the services shall be the responsibility of the Contractor including but not limited to equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implementation services necessary to furnish County with state of the art technology and equipment to meet the specification herein. One of the key objectives of the services will be to enable inmates to communicate with family, friends and others in the community, while also controlling inmate telephone usage and limiting the use of telephones for illicit activity. A necessary part of the service, by using current technology, is to ensure the safety and security of staff, inmates, and the public.

The Scope of Work contains the minimum requirements for the services, including equipment, to be provided. Advanced or alternative technology that provides at least the levels of the specific functionality of the equipment and services described may be proposed with a description of how the alternative(s) meets or exceeds the specified requirements. All services are to be provided at no cost to the County.

II. DEFINITIONS

COUNTY – The County of Mendocino.

VENDOR – A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract.

CONTRACTOR – A vendor who signs a contract with the COUNTY to perform services.

III. PROPOSAL SUBMISSION GUIDELINES

- A. Vendors must submit five (_5_) copies of their proposal: Five (_5_) complete paper copies with original Vendor signature, and one (_1_) complete copy on CD. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. SO-2019-001", and delivered by 3:00 p.m. August 12, 2019 to:

Mendocino County
Sheriff's Office
Attn: Dora Briley
951 Low Gap Rd.
Ukiah, CA 95482

Late or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. ***Proposals received after the date and time specified will not be considered.*** Note: The unauthorized use of the County's official logo is strictly prohibited.

- B. Proposers are required to submit with their proposal:
- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
 - Attachment B – Proposal Checklist/Table of Contents
 - Executive summary of proposal
 - Scope of services
 - Company background and experience
 - Proposal cost plan and narrative (as identified in Section XIII)
 - Attachment C – Exceptions to RFP
 - Attachment D – Letters of Reference
 - Attachment E – Certificate of Non-collusion
 - Insurance coverage/certificate of insurance
 - Acknowledgement of receipt of addenda, if applicable.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. **Facsimile, telephone, electronic or verbal proposals will not be accepted.**

- E. Prices shall be stated in the format as requested herein. Where indicated, vendor shall provide unit of issue and cost per unit. In the event of a discrepancy between the unit price and the extended price for any item, the unit price shall prevail.
- F. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing vendor.
- G. All proposals will remain in effect and legally binding for at least 90 days from the opening date.
- H. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the vendor. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the vendor.
- I. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by vendor shall become the property of the County of Mendocino.
- J. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.
- K. Vendor must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the vendor's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.
- L. If proposed, the County reserves the right to obtain equipment items through its own purchase programs.
- M. This service has been selected to be made available for use by other local government agencies (piggy-back). The use of the contract, by the other government agencies, will be optional. Sales to these governmental agencies by the Contractor shall be optional. If bidders choose to extend prices offered on this proposal to other governmental agencies, any resulting contract will be solely between the supplier and the third party unit of government. Mendocino County shall not be responsible for any problems which may arise between other government agencies and the contractor as a result of any sales and/or purchases made.
- N. The County of Mendocino encourages all vendors to participate in our ePayables program as our preferred payment method. The County's ePayables program is designed to provide the highest level of efficiency and service to our vendors ensuring that payments are received in a timely cost efficient manner (please refer to Attachment G- Sample Mendocino County Contract).

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

- A. Pre-submittal inquiries and correspondence shall be directed to:
- Procedural inquiries: Dora Briley-MCSO
951 Low Gap Rd.
Ukiah, Ca. 95482
(707) 463-4408
Mcsso-contracts@mendocinocounty.org
 - Technical inquiries: Lt. Joyce Spears-MCSO
(707) 234-2131
Mcsso-contracts@mendocinocounty.org
- B. All questions regarding this RFP shall be submitted in writing (Email or Fax is acceptable).
- C. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested vendor(s) after the inquiry deadline. If any addenda are issued by the County, they shall be sent via facsimile and/or first class U.S. mail to the last known business address of each vendor known to have received a copy of this RFP. **Vendors must include in their proposals acknowledgement of receipt of any and all addenda issued.**
- D. The deadline for submitting written inquiries regarding this RFP is indicated in **Section VI SCHEDULE OF ACTIVITIES.**
- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Mendocino County requires that other Mendocino County management and employees not be contacted by Vendors during the RFP process. **Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Mendocino County RFP Representatives listed above for any and all technical and procedural inquiries.**

V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

- A. A proposal that is in the possession of the County may only be altered by letter or facsimile bearing the signature or name of the Vendor's authorized representative, provided it is received **prior to the deadline for submission of proposals.** Telephone, email or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the County may be withdrawn by the proposer **up to the time of the deadline for submission of proposals.**

VI. SCHEDULE OF ACTIVITIES

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Vendors to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect its decision. **This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to vendors in the event of schedule changes.**

Scheduled Activity	Proposed Date
Letter of interest and Request for Proposals mailed to prospective proposers	June 24, 2019
Inquiry Deadline	July 15, 2019
Pre-Bidders Meeting (if applicable)	July 24, 2019
RFP Submission Deadline	August 12, 2019
Presentations/Demonstrations (if applicable)	August 22, 2019
RFP Selection and Notification	August 30, 2019
County Board of Supervisors Approval of Recommendation(s)	October 1, 2019
Approximate Contract Start Date	November 1, 2019

VII. SELECTION PROCESS

- A. The County reserves the sole right to judge the contents of the Vendors' proposals. The selection process will be governed by the following criteria:
1. The proposals must adhere to the instructions and format as specified in this RFP.
 2. The evaluation will include a review of all documents and information relating to the Vendor's services, organizational structure, capabilities, qualifications, past performance, and costs.
 3. Vendors may be required to make an oral presentation and interview before final selection is made.
 4. The County may evaluate any information from any source it deems relevant to the evaluation.
 5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

VIII. SELECTION CRITERIA

- A. The selection of VENDORS(s) and subsequent contract award(s) will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal.

VENDORS(s) should submit information sufficient for the County of Mendocino to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

- B. Funding determinations for this RFP will be made through a competitive procurement process and shall be in accordance with all applicable federal, state, and local procurement laws and regulations.
- C. Competitive negotiations require that at least two (2) responsive proposals for the same scope of work and service area must be received in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the County of Mendocino then has the option to re-compete the procurement or enter into sole-source procurement.
- D. Proposal Review and Evaluation Process
 - 1. The proposal will be judged based on service capabilities and experience of the prospective Vendor and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:
 - a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF WORK.
 - b. Experience of Vendor in providing services and quality of work.
 - c. Status of Professional Certification including whether the Vendor meets the minimum requirements to provide service.
 - d. Cost of providing services as outlined in Section XI SCOPE OF WORK.
 - e. All criteria identified in Attachment F, Proposal Evaluation Form.

IX. AWARD AND CONTRACT INFORMATION

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Vendor agrees that should it be awarded a contract, the Vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.

- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Vendor whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Vendor will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment G. It is the Vendor's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment C). If no exceptions are noted, the County will understand that the Vendor agrees to the terms and conditions as stated in the contract.
- E. The terms and conditions of this Request for Proposal as well as the Vendor's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, Vendors may be required to submit any additional information that Mendocino County may deem necessary to determine the Vendor's qualifications. Should any of the information requested by Mendocino County be considered by the Vendor to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Vendor as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.
- G. Open Procurement
1. The Vendor shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Vendor's Proposal. Items and/or services that the Vendor intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
 2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
 3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
 4. Mendocino County reserves the right to negotiate a contract with more than one Vendor at the same time.
- H. Local Vendor Preference:
1. The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are

evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered (refer to Attachment A – Summary and Statement of Responsibility (Signature Page), Certification No. 6). Please note the following exceptions:

- a. Those contracts which State Law or, other law or regulation precludes this local preference.
 - b. Public Works construction projects.
2. "Local" vendor preference will be approved as such when, 1) Vendor conducts business in an office with a physical location within the County of Mendocino; 2) Vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said Vendor provides the business address and how many years the business has been at that location.

X. BACKGROUND INFORMATION

Mendocino County Detention Facility currently houses 305 inmates in two Buildings. There are currently 49 inmate telephones throughout the Jail. Four (4) of the jail inmate telephones are portable/mobile. There are 5 hand free phones. Would like to increase the number of hand free phones by 3 for a total of 8 and would like to increase the number of portable/mobile telephones by 3 for a total of 7.

There are 150 educational tablets for the jail.

Mendocino County Juvenile Detention Facility currently houses approximately 15 juveniles.

There are currently three (3) telephones at the Juvenile Hall. There is currently no need/desire to increase the number of phones at that facility.

There are 10 educational tablets at juvenile hall.

XI. SCOPE OF WORK

INTENT

It is the intent of these specifications, terms, and conditions to locate qualified vendors who are interested and capable of providing inmate telephone service, including telephones, and service enabled tablets utilizing state of the art technology and equipment for inmates in custody at the Mendocino County Sheriff's Office (MCSO) and juveniles in custody at the Mendocino County Juvenile Hall.

The selected Contractor shall provide the services in County facility, at no cost to MCSO, Juvenile Hall or the County. All cost for the services shall be the responsibility of the Contractor including but not limited to equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implementation services necessary to furnish County with state of the art technology and equipment to meet the specification herein. One of the key objectives of the services will be to enable inmates to communicate with family, friends and others in the community, while also controlling inmate telephone usage and limiting the use of telephones for illicit activity. A necessary part of the service, by using current technology, is to ensure the safety and security of staff, inmates, and the public.

The following are the minimum requirements for the services, including equipment, to be provided. Advanced or alternative technology that provides at least the levels of the specific functionality of the equipment and services described may be proposed with a description of how the alternative(s) meets or exceeds the specified requirements. All services are to be provided at no cost to the County.

1. Inmate Telephone System (ITS)

a. **General.** Contractor shall provide a comprehensive ITS package.

1. The ITS telecommunications network package must have reliability, stability, and ease of use.
2. Contractor is responsible for paying for and installing all physical plant requirements (power, security, data, cabling, physical space, HVAC, etc.), unless otherwise specified in writing by County.
3. Contractor is responsible for all cost associated with its system including but not limited to payment of County costs associated with developing and maintaining the software interface between the Jail Management System (JMS) and ITS, and obtaining, developing, and implementing the interface requirements to implement the ITS and associated services (i.e. PINs, Payment Platform, etc.). Any cabling, wiring, or conduit installed becomes the property of the County at termination of the contract, unless County specifically requests that the Contractor remove any or all of the installed cable wiring or conduit, which shall be done at the Contractor's expense.
4. Contractor's employees, agents, and subcontractors working at the correction facilities must pass and maintain, to the satisfaction of MCSO, a security and background check performed by MCSO ("Clearance").

b. Integration

1. The ITS shall have the capability to accurately import the current call list, which includes blocked, confidential, pre-programmed, and others as identified by MCSO. Contractor must successfully complete importation of the current call list prior to the ITS becoming operational.
2. Contractor shall adapt its system to the MCSO generated Personal Identification Numbers (PINS) for each inmate and the Personal Authorization Numbers (PANS) generated by the County's Jail Management System.
3. Contractor shall provide a web-based platform to allow County personnel access to the system from any portal. Contractor shall not limit the number of logins assigned to County personnel. Proposals should include a description of how access will be provided and any levels of administration access, for example passwords and levels of customized access, such as for blocking numbers and making administrative changes.
4. All moves, add-ons, changes to and new installs of the equipment, hardware and software (collectively Modifications) that occur during the contract term, will be the sole responsibility of the Contractor. All Modifications must be pre-approved by County and once approval is given, Contractor shall proceed with the Modifications at their own cost.

2. Payment, Charges and Billing.

- a. **Payment Platform.** Proposals must include a proposed Payment Platform with a discussion of what it will include and how it will interface with the County and systems of other vendors. The proposal should explain how the inmates will access the Payment Platform, and how funds in and out of the Payment Platform will be tracked for the inmate. Contractor's Payment Platform must meet the following minimum criteria:
 1. Efficiently interact with the commissary vendor to allow inmates to use funds in their commissary account to pay for Telephone services.
 2. Ability to efficiently and immediate transfer money from the inmate's trust fund/commissary account to the Contractor's Payment Platform.

3. Accept funds for inmates, including funds from family and friends, for placement in an account established and operated by Contractor for use by an inmate.

b. Billing

1. Contractor is responsible for the billing and collection of all inmate calls in accordance with FCC and CPUC recorded and approved tariff rates and the contract. Contractor is responsible for revising and updating billing and collection practices to comply with changes in law, including regulations, and with court orders and decisions.
2. Proposals must clearly provide the payment options for all Users including for collect, prepaid, and Payment Platform calls.
3. The County will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on collect calls.
4. Contractor shall not bill Users for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).
5. All billing must be direct to the inmates or third parties, such as family members, without involvement of the County.

3. **Phone Calls.** Telephones and Tablets must include, at minimum, all of the following features:

a. Calling

1. Permit one-way outgoing calls that are prepaid, billed to the Payment Platform, or charged to the called party.
2. Provide an automated operator telephone system for all calls.
3. The automated operator shall be designed for use by the hearing impaired and in accordance with all applicable laws. There must be provisions for the deaf which comply with Americans with Disabilities Act (ADA). Provide free calls to the California Relay Service (CRS) to assist hearing-impaired inmates via Video Relay System.

4. Provide international call services throughout Canada, Mexico, South and Central America, and to overseas destinations.
 5. Provide call services to County approved numbers such as the Prison Rape Elimination Act representatives, Probation, Public Defenders' Office and other numbers as determined by County at no cost to County, caller or the recipient of the call.
 6. Telephones located in the intake areas will be configured to allow inmates to make unlimited free local calls to landline and calls to cell phones, at no cost to the County. These calls shall not require PINS however shall otherwise comply with all requirements of the contract including recorded greetings to the call recipient, retention procedures and inclusion in queries and reports.
 7. Call set-up and acceptance process must be completed within 30 seconds or less (from off-hook to call connection/rejection). The call length timer shall not start until positive acceptance of the call is made.
 8. The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Inmates shall be required to hang up before dialing a new number.
 9. The ITS shall at all times :
 - i. Mute the inmate's ability to speak to the call recipient until the call is accepted;
 - ii. Not allow the inmate to hear the recipient until the call is accepted;
 - iii. Disable the telephone keypad during a call.
- b. **Call Blocking.**
1. The ITS must:
 - i. Block all three-way calling, conference calling, and call forwarding.
 - ii. Permit a called party to block all future calls from the County jails.
 - iii. Block calls to Restricted Numbers on a system-wide basis or a case-by-case basis, as directed by MCSO. Restricted numbers will be verified by MCSO and programmable by the Contractor or MCSO into the ITS.

Contractor shall not delete, add or change any limitations on a Restricted Number without approval of MCSO.

iv. Adhere to the following :

- a) Calls shall not be blocked due to a lack of local exchange carrier (LEC) or competitive local exchange carrier (CLEC) billing agreements with Contractor.
- b) Calls may be blocked for collect calls to Unbillable Numbers or when the call recipient refuses to pay for calls. However, for any number that is blocked related to the inability or failure of the call receipt to pay past or current charges, the call recipient and inmate shall be provided the opportunity to complete the call by a prepaid format. If both the call recipient and inmate decline to continue the call in a prepaid format, the service provider may block/ not authorize the call to continue.

c. Security

1. The ITS must:

- i. Flag, archive, and generate alert reports for unauthorized call attempts, including attempts to Restricted Numbers.
- ii. Provide the ability for authorized County staff to selectively monitor call activity in real time and to immediately terminate any call.
- iii. Retrieve and generate inmate unauthorized call activity logs for call periods as specified by the County.
- iv. Provide for all calls to be monitored, recorded, and archived, with the exception of calls made to Unmonitored Numbers. Phone numbers for Criminal defense attorneys, including the County Public Defender, California Bar list and Alternate Public Defender will be identified as Unmonitored Numbers. Phone numbers for criminal defense attorneys must be verified by MCSO and shall be programmable by the Contractor or MCSO into the ITS. Contractor shall not delete, add or change any Unmonitored Number without approval of MCSO.

- v. Provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include, but not be limited to:
 - a) The prevention of incoming calls;
 - b) Detection and rejection of outgoing calls to Restricted Numbers and otherwise unauthorized numbers and calls; and
 - c) The prevention of attempts to initiate 3-way calls, call forwarding, and calls to non-billable numbers.
- vi. Have the capability to record the content of all telephone connections. The recorded call must be stored for retrieval for a period of at least two (2) years after the call is placed, and the system must have the capability to transfer the recorded calls to removable media for archiving, or review. Contractor must have the ability to search and access stored calls and deliver the call at the request of MCSO or pursuant to a court order, which shall be done at no cost to County.
- vii. Provide for automated turn on and shut off Telephones and Tablets at times designated by MCSO and for the immediate manual system shut off by MCSO staff.
- viii. The system shall allow multiple approved County staff and designees to simultaneously access the system without compromising security or prevention of unauthorized use and access to the system.
- ix. Bidders invited for an oral interview should be prepared to discuss their technology, capabilities and practices related to prevention of fraud and abuse.

d. Tracking.

- 1. The ITS must have the ability to locate and provide information in a simple format that can search, at minimum, using the any or all of the following criteria:
 - i. Inmate PIN;
 - ii. Date and time;

- iii. Telephones individually or by groups;
- iv. Call type (i.e. Payment Platform, collect, free);
- v. Facility and facility locations (housing units);
- vi. Called number; and
- vii. Call status including incomplete and complete calls.

e. Call Announcement and Instructions

1. The system shall provide an initial greeting and instructions to the called party that state the following:
 - i. For calls from the Jail, the greeting should state that call is from the Mendocino County Jail and is subject to recording and/or monitoring.
 - ii. For calls from Juvenile Hall, , the greeting should state that call is from the Mendocino County Correctional Facility and is subject to recording and/or monitoring.
 - iii. For any collect call, the called party shall be informed of the cost of the call prior to accepting the call.
 - iv. The identity of the inmate by name.
 - v. Provide the called party with the opportunity to accept or reject the call and to block future calls.
2. Automated call instruction/announcements shall be in English and Spanish, and announce that the call may be recorded or monitored with active consent from the called party.
 - i. The system shall utilize positive call acceptance and active consent.
 - ii. Active consent may include pressing a keypad number, rather than just by continuing the conversation.
 - iii. If there is not active consent provided by the called party, the parties will be notified that the call will be disconnected.

iv. These instructions will not be provided for calls made to criminal defense attorneys that have been identified as Unmonitored Numbers.

a) During initial greeting and instructions, there is no call connection with the inmate until there is acceptance from the called party.

4. Telephones

- a. Contractor shall provide all Telephones, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the County.
- b. All Telephones shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The wall mounted Telephones shall be mounted to cement wall, block wall, or stainless steel shrouded columns, and meet all the requirements for detention and correction grade phones.
- c. Telephones shall be suitable for indoor, have a heavy chrome metal twelve-button keypad and a handset with an armored cord and cradle. Telephone may also be hands free for higher security areas.
- d. Telephones shall be for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.
- e. Telephones shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for the detention and corrections environments to minimize vandalism and destruction of property.
- f. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts, and installed in such a manner that no safety hazard is present to the user.
- g. Telephones shall be configured with a braided steel receiver cord twelve (12) inches in length, unless the County requests an alternate length, to reduce the risk of suicide by hanging.
- h. All telephones must be configured with the handset cord exiting from the top, in a central position.

- i. All telephones must be water resistant and fireproof, and have key-locked mountings to the wall.
- j. Telephones shall have touch-tone keypads.
- k. The ITS must include capabilities for protection from power surges and equipment capabilities for protection from power outages.
- l. The ITS shall have the capability for Contractor or MCSO to turn select or all telephones on or off remotely. There shall also be a manual on/off switch in multiple locations within each facility.
- m. Contractor shall complete full installation with all wiring and fastening of the Telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed.
- n. All electrical equipment must be installed in compliance with National Code and local requirements. All telephones must be securely fastened to the wall with security hardware approved by the County. The County reserves the right to pre-approve mounting and installation.
- o. Telephones must be line powered such that, the Telephone does not require separate electrical power at the device. Telephones shall be specifically designed for use in a correctional environment and must be approved by County before installation. Contractor shall not use converted coin phones.
- p. Contractor shall include, at minimum, the following query and analytical tools within the system:
 - 1. Analytical and query features for linkages, relationships, associations, and mapping of data points; data mining, data analytics, data visualization; and predictive modeling.
 - 2. Features to trace calls, detail call history, allow for call monitoring without inmate or other party detection while recording, and include other call detail capabilities that can be used to aid investigations related to the detention facilities.
 - 3. Contractor shall provide a software or other capabilities for County to continue to query, search and access recordings after termination of the contract.

5. Tablets

- a. Contractor shall provide Educational Tablets for inmates at no cost to the County or inmates. The recreational use of the tablet is earned through the completion of educational lessons.
- b. Contractor shall provide each inmate a unique login and password to receive their content.
- c. Tablets shall not have a camera or other video type equipment.
- d. All applications must be “intranet” based and run on Contractors internal network. Tablets shall not allow inmates access to the internet.
- e. Each Tablet shall have the following features:
 1. The capability to make phone calls and/or text messaging through Contractor’s ITS in the same manner as a landline. The phone calls and/ or text messaging completed via the Tablets must conform to all requirements and mandatory features for the ITS as set forth in this RFP.
 2. Inmates will not be assigned a particular tablet. Tablets must work with any password and passwords shall work on all Tablets.
 3. Security features so that inmates cannot load anything on the Tablet, access anything other than approved content through the intranet or modify any items on or through the Tablet.
 4. Tablets shall not allow access until the inmate is logged in.
 5. Security features to ensure contents on any Tablet cannot be shared with others.

6. Tablets Minimum Requirements

- a. All Tablets shall have the following minimum specifications and features:
 1. Preloaded free features, which minimally shall include a calendar, a calculator, and a dictionary.

2. A PDF viewer or other document viewing application. The documents must be able to be organized by tabs or files for easy viewing. Contractor shall preload documents provided by MCSO at start of contract and as requested throughout the term of the contract at no cost.
 3. If an inmate attempts to access system settings or administrative functions, the tablet shall immediately shut down and a notification alert sent to MCSO and Contractor. The inmates log-in shall automatically be locked to prevent any use or accessing until cleared by MCSO.
- b. The Tablets intranet shall have the following minimum specifications and features:
1. A function to allow MCSO staff and/or Juvenile Hall staff the ability to download or upload PDF files remotely and be immediately accessible by inmates. Uploaded documents shall have features to identify and track required signatory and signature points if needed. The system shall allow MCSO and/or Juvenile Hall the ability to upload documents to be assessable to an individual, groups of individuals or specific population instantaneously. Ideally, the ITS will be able to create distribution lists from an Excel or similar database.
 2. A function to allow MCSO staff the ability to conduct surveys, including the ability to, compile and process information into reports.
 3. The ability to allow inmates to sign documents and take surveys electronically. The ITS shall restrict logins for PINs when documents and/or surveys are pending for signature, and upon completion of the required signature, the ITS shall remove the restriction, allowing inmates to resume usage.
 4. Administrative functions to allow MCSO staff to query and export into an Excel format a document status report, which separates documents and surveys by categories including document and/or survey name, inmate name, date distributed, date signed, status, pending signature/review or complete.
- i. Software that allows for zooming on the screen, preferably through finger spreading on a touch screen. Proposals must identify and explain how document enlargement will work.

5. Streaming Services that minimally include music, books, and games. For Streaming services:
 - i. All applications must be “intranet” based and run on Contractors internal network.
 - ii. Tablets shall not allow inmates access to the internet.
 - iii. All content in the Streaming Services must be preapproved by MCSO. Contractor is responsible for providing a sufficient description of the content to allow MCSO to approve without the necessity of viewing each item.
6. Contractor’s intranet system for the Tablets shall allow other content provided or arranged by MCSO to be available for the inmates at no cost. This content may include, but is not limited to, educational materials and content provided free of charge to County and inmate by other companies or entities, such as books from libraries.
7. Tablets and Streaming content shall be free of any marketing and advertisements, without the express written consent of County.
8. Tablets shall be configured so that inmates can only log into a Tablet in the housing unit they are assigned to. For example, an inmate assigned to Housing Unit 1 cannot log into the ITS using the PIN of an inmate from Housing Unit 25.
9. Provide strict single use log in. An inmate PIN/account may only be in use for one device at a time.
10. Contractor shall provide Tablets in a tamper proof case, that is detention and corrections grade, which meets or exceeds the security requirements of MCSO.
11. Contractor shall provide mobile charging carts for the Tablets, which have the capability to hold a minimum of 48 tablets. Carts must be approved by MCSO.
12. Contractor shall provide and install all cable and wiring needed for the operation of the Tablets as part of the ITS and at no cost to the County.

13. Contractor shall provide Tablets designed for use by the hearing impaired and in accordance with all applicable laws. Provisions for all disabilities must comply with Americans with Disabilities Act (ADA).

7. Call Monitoring Functionality

- a. Contractor's ITS shall have call monitoring features which monitors every call made through the ITS. The ITS shall identify calls in order to store recorded calls in a manner that identifies them so to be easily located and searched.
 1. Contractor's call monitoring details within the recorded system shall continue to be accessible within the proposed leave behind solution.
 2. The ITS shall monitor live inmate calls without any detectable deterioration of call quality or call interruptions.
 3. The ITS shall allow MCSO and/or Juvenile Hall the ability to access in process calls for monitoring and allow the monitored call to immediately be disconnected, using a secure monitoring platform. This shall include the ability for remote monitoring and disconnection.
 4. Call Restrictions:
 - i. The ITS shall exempt Unmonitored Calls from monitoring. The ITS shall be capable of identifying specified telephone numbers as "do not monitor".
 - ii. The ITS shall include an alert system that will detect and notify Contractor and MCSO staff of any call made to a Restricted Number, calls made by restricted individuals or log-ins that were blocked for lack of authority. There shall be specific report capabilities for these calls.

8. Query, Analytical, and Monitoring Tools:

- a. The ITS shall have the ability to allow MCSO staff and/or Juvenile Hall staff to query, print, download, and e-mail reports by any combination of, at minimum, the following: location, PIN, phone, number dialed, time/date, duration, call type, and call status.
- b. The ITS shall provide MCSO and/or Juvenile Hall the ability to reverse lookup of phone numbers called to provide information on called party including but not limited to the type of number called (e.g. landline or cell number), called parties

- telephone carrier, account holder name and address. This information shall be available by a simple search query.
- c. The ITS shall be capable of searching calls using a "key word" search. The system shall provide automatic transcription for the identified calls. Call content shall be transcribed so to be easily searched by word.
 - d. The ITS shall allow for individual call retention or batch retention based on an identified search criteria.
 - e. The ITS shall have the ability to suppress the audio of one caller ("fade out") for portions of the recorded conversation to distinguish between the speaking parties.
 - f. The ITS shall be capable of generating a variety of management reports and call detail reports. The ITS shall be able to identify calls by time, location, specific Telephone or Tablet, inmate PIN, and/or number called. The ITS shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

9. Onsite Equipment

- a. Contractor shall have its own network for the ITS. At no time during the contract shall Contractor run its ITS on the County's network.
- b. Contractor's equipment shall be properly maintained and serviced, throughout the life of the contract, including computers, computer systems, hardware, and equipment. (County is responsible for the maintenance and servicing of its own computer systems, terminals, hardware/servers, workstations hardware, and equipment for JMS.)
- c. Contractor staff and any approved subcontractors shall work with Mendocino County Sheriff's Office staff as required or directed by MCSO.
- d. Contractor shall obtain MCSO's approval of all systems and applications before installation. County maintains the right to decline at its discretion any proposed systems, modifications and/or applications.
- e. Contractor is responsible for all costs of the ITS, including payment of County costs associated with developing and maintaining software interface between the JMS and ITS systems.

10. Telephone Rates, Fees, and Revenue Share:

- a. Bidders shall submit a proposal with one rate fee and revenue shared bid. Bidders shall not propose alternatives rates and revenue-shared options.
- b. Minimum Annual Guarantee (MAG). The Annual Commission payments must be guaranteed to be at least equal one hundred and seventy five thousand. At the end of each twelve (12) month commission period, Contractor will pay the amount due over the MAG of earned commissions of 69 % of the gross billable revenue for the twelve-month period. Actual commissions will accrue against the MAG and will be reviewed, calculated and settled no later than sixty (60) days after the last day of the month commission period. The annual settlement will consist of a comparison of the commissions paid vs. the annual guaranteed amount. If the minimum guaranteed amount exceeds the paid commissions, the contractor shall pay the county the difference.

11. Maintenance and Repairs:**a. ITS Equipment**

1. Contractor is responsible for all maintenance and repairs to Telephones, Tablets and the ITS. A single point of contact with the Contractor, via a toll-free telephone number and an e-mail address, must be provided and maintained by the Contractor for reporting all inmate telephone problems. The toll-free maintenance/repair telephone number shall be answered by a live operator twenty-four (24) Hours per day, every day of the year.
2. All equipment, including installed items shall remain the sole and exclusive property of the Contractor and Contractor's sole responsibility.
3. Contractor shall provide all necessary labor, parts, materials, technical personnel and transportation to maintain the ITS, including all Telephones, Tablets and related equipment, in good working order. Contractor shall perform preventive maintenance including all maintenance for compliance with the equipment manufacturer's specifications throughout the term of the contract.
4. County will not be responsible for any damage to equipment.

b. Maintenance

1. Contractor shall develop procedures and schedules, and conduct monthly Preventive Maintenance on ITS and all equipment. Contractor shall provide the schedule and procedures to the County's Inmate Services Manager.
2. Contractor shall prepare Monthly Maintenance Reports that include:
 - i. The nature and scope of the Preventative Maintenance performed.
 - ii. Identifying any problems or indications of any security risks.
 - iii. The ITS shall be supported by remote maintenance system and shall self-diagnose to create "trouble tickets" when any ITS problem is discovered.
 - iv. Contractor will provide and maintain a sufficient inventory of spare parts onsite at the facilities, readily available for repairs and maintenance of the ITS. The Contractor shall maintain records of spare part availability and delivery durations when such parts are not on hand at the facility. These records shall be made available to MCSO staff upon request.
 - v. All routine or scheduled maintenance that could affect access to Telephones, Tablets, and/or billing generation shall be conducted during the off peak hours of 10:00 pm to 06:00 am.

c. Phone Line Failure

1. Contractor shall be responsible for determining whether any line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or the Contractor's equipment.
 - i. When the Contractor determines the responsible party for failure, the Contractor shall contact the responsible party for the failure and jointly resolve the failure at no cost to the County.
 - ii. If the failure is determined to be the fault of the Contractor's equipment, hardware, software, or wiring, the Contractor shall correct the problem at no cost to the County.

d. Notification

1. Contractor shall notify the County at least twenty-four (24) Hours prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts in excess of fifteen (15) minutes.

12. Ownership

- a. All records related to Phone Calls and use of Tablets shall be and remain the property of the County. Prior to contract termination, Contractor shall confirm County has received and has access to the full updated and accurate records, and confirm the records complies with the requirements of this contract, MCSO policy and minimum legal requirements.

13. Records**a. Maintenance**

1. Contractor shall be responsible for system maintenance records, which identify reported problems.

b. Call Recordings

1. Contractor and ITS shall retain call recordings for one year from the date the call was placed. Contractor shall retain the call recordings for one year from the date the call was placed.

c. Extended Retention

1. The Contractor and ITS shall retain call recordings and call data that is identified or requested by MCSO or Court Order to be held beyond the standard retention period. Calls to be retained maybe identified by batch or specific calls. These call recordings and/or data shall be held for the time period identified in the retention request or order.

14. Training/Ongoing Operations**a. ITS Training**

1. Contractor shall provide training to County staff on the ITS features and usage. All trainings shall be at no cost to the County.

b. Training Scope and Schedule

1. Contractor shall provide a detailed scope of training, including training schedule, length of training, multiple training times and number of personnel that can attend a training session.

c. Minimum Trainings

1. Contractor shall provide, at minimum, the following trainings:
 - i. Initial. The first trainings must occur no later than 14 days prior to the "go-live" date. Ample trainings must be provided to accommodate all work shifts obtaining training prior to the "go-live" date.
 - ii. Annual. Annual training on the ITS, including any safety or security risk related to the use of Telephones and Tablets. If requested, by county, ample trainings must be provided to accommodate all work shifts.
 - iii. Upgrades. Trainings prior to upgrades of the ITS or any of its components.
 - iv. Query and Analytical Tools: Trainings, to individuals identified by MCSO, in the query and analytical tools and reports functions of the ITS. This training will be provide as requested by MCSO.

d. Operation Review Meetings

1. Upon the request of the County, Contractor will actively engage and participate in regular Bi-Annual Operations Review Meetings. These meetings will not replace routine communication pertaining to day to day issues and the resolution of ITS questions or issues.

15. Leave-Behind Solution

1. Contractor shall provide a leave-behind solution at the end of the contract term. All call recordings, documentation, reports, data, etc. are the property of the County, and shall be provided to the County by the Contractor on a secure storage medium, and in a usable, user-friendly, searchable electronic format at no cost to the County at termination of the contract.

2. Contractor shall accept County's reasonable decision whether the leave-behind solution provided is acceptable and make any requested modifications at no cost to County. The leave-behind solution shall be easily accessible at no cost to County for a minimum of five years after termination of the contract period. The leave-behind solution must be located in a County-designated or County approved location.

16. DELIVERABLES/REPORTS

- a. Contractor shall maintain and provide reports and statistics about the Services provided. Contractor shall make available to the County accrued data regarding Services provided. Contractor's reporting system must have Ad Hoc Query and report capability and shall provide format modification to enhance readability at the request of the County. Data shall be compiled in appropriate formats as defined by the County. If the County creates specific reports through queries, that report format/query terms shall be able to be saved and so that it can be recreated for different time periods through a simplified, or "shortcut" query. The following list of reports may be modified and/or increased by the County anytime throughout the term of the contract. *Initial Status Reports:* Contractor shall prepare and submit Status Reports to the County during the initial term of the contract (System Integration Period). The Contractor shall submit the reports on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday or holiday. County may request Status Reports continue past the System Integration Period. The Status Reports shall, at a minimum, include:
 1. Period covered by the report;
 2. Project progress and plans;
 3. Issues tracking, including deficiencies;
 4. Project schedule including work scheduled for completion which was completed and work scheduled for completion which was not completed;
 5. Any other information that the County may reasonably require.
- b. Monthly Financial Reports
 1. Contractor shall provide monthly reports covering the first day of the month through the last day of the month. Financial Reports shall be in a batch format and include reconciliation and accounting details. Batch reports shall be provided in Pacific Standard Time. These reports shall be included with

the monthly Revenue Sharing check. Types of monthly reports shall include, but are not limited to the following:

c. Phone Calls

1. Revenue Statement:

- i. Total revenue by billing and call type and by facility (SRJ and GEDDF)
- ii. Total Revenue
- iii. Total County Revenue Share
- iv. Total Intestate Revenue

2. Summary Call Reports: Reports for each facility and a report for the facilities combined. Each report shall contain, at minimum, the following breakdowns:

- i. Call type
- ii. Payment method
- iii. Number of calls
- iv. Percentage of total calls
- v. Number of call minutes
- vi. Revenue generated from call (including all fees)
- vii. Percentage of total minutes
- viii. Calculation of County Revenue Share Payment
- ix. Total Revenue
- x. Percentage of total revenue

d. Year-End Summary Reports

- 1. Contractor shall submit Year-End Summary Reports, including Annual ITS Management Reports to the County, pertaining to the Services.

- i. Annual Summary Reports at a period to be determined by the county (e.g. fiscal, calendar year, or annually from service start date).
- ii. The reports shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Payment Platform) and volume of usage through phones or Tablets by Call Type (Local, Intralata, Interlata, Interstate, and International calls), whether calls were placed by telephone or tablet and shall also include an aggregate total of each of these values.

e. General Reports

1. County shall be able to run report queries collectively and for each facility, organized by housing unit. Reports shall be able to include, at minimum, the following information:
 - i. *Telephones*: Telephone number and location of Telephone with installation date, date removed, date reinstalled and total down time for each Telephone.
 - ii. *Tablets*: Tablet identifier and location, date placed into circulation and date taken out of circulation, and total down time for each Tablet.
 - iii. *Total Calls Completed and Billed Report*: Total number of calls, total minutes, and amount billed, and shall be broken down by Bill Type (Collect, Prepaid, Payment Platform) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls).
 - iv. *Total Calls Not Completed Report*: Total number of calls, broken down by Bill Type (Collect, Prepaid, Payment Platform) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and the cause for the incompleteness of the calls.
 - v. *Revenue Share Report*: Annual and monthly historical Revenue Share information.
 - vi. *Unauthorized Inmate Call Activity Detected Report*: Report shall be in summary format by facility, and shall contain any information available to support or assist in investigation of such activities.

- vii. *Summary of System Outages and/or Maintenance Performed Report:* Report shall be in summary format by facility, and shall contain a brief problem, including area affected, description and corrective action taken to resolve the problem. The report shall also include the date and time of the outage, restoration and notification to the County.
 - viii. *Telephone Inspection and Maintenance Log:* This report shall be submitted to the County on a quarterly basis or as required by the County.
2. Contractor shall submit one (1) soft copy, electronically, of each of the Monthly Project Reports, Monthly ITS Management Reports, and Year-End Summary Reports to the County Inmate Services Manager.
- i. The Contractor's written reports shall utilize word processor compatible with Microsoft Word for the narrative portions, and a spread sheet compatible with Microsoft Excel for the Inmate billing and commissions earned reports.
3. *Reports Meeting:* Upon County's request, the County Inmate Services Manager and the Contractor's account manager will meet, on reasonable notice, to discuss Contractor's performance and progress under this Contract. If requested, Contractor's account manager and other personnel shall attend all meetings. The Contractor shall provide all information that is requested by the County for the purpose of monitoring progress under this Contract.
4. *Audit:* The County or their duly authorized representative shall have access, at reasonable times, to all reports, Contract records, documents, files, and personnel necessary to audit and verify Contractor's charges to County hereunder. Potential Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for the Contractor's services hereunder County reserves the right to audit and verify Contractor's records before final payment is made. The County's representative shall have the right to reproduce any of the previously mentioned documents. Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Inmate Services Manager.

5. *Annual Review*: Upon County's request, within 30 calendar days following the end of the Agreement year, the Contractor's Project Manager or Senior Management personnel shall meet with the County and provide a comprehensive report of inmate call activity for the Agreement year. In addition, Contractor shall provide a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year, and a contract review for the preceding year.

XII. PROPOSAL FORMAT AND CONTENT

Proposals submitted in response to this RFP should include the following elements and are to be completed in accordance with the information and outline contained in Attachment B – Proposal Check List/Table of Contents:

- A. An executive summary and written narrative, including a detailed description of your organization's experience, qualifications and commitment to the project, addressing the below listed elements at a minimum: Experience, stability & growth, commitment, product and services.
- B. A description of the process/approach to be used in providing the services described in Sections XI – Scope of Work. Be specific and address all elements, including but not limited to, descriptions for all system modules.
- C. A description of Contractor's experience in providing the requested services.
- D. A description of the experience/qualifications of all persons who may perform services under contract, including staff resumes that cover all experience and educational background. All personal information provided will be maintained in confidence as allowed by law.
- E. Upon specific request of the county, vendor shall provide consent and waiver forms permitting county to obtain personal employment/professional qualification information about Contractor who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to county.
- F. Any exceptions to the terms and conditions as specified in Attachment G to this RFP. The terms and conditions not specifically identified will be considered acceptable to Contractor.
- G. Two (2) letters of reference for the county to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should be organizations with which Contractor has worked to provide services.

- H. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- I. Timeline indicating implementation schedule and training schedule (if applicable).
- J. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.

XIII. FORMAT OF COST PROPOSAL

The Vendor must itemize all costs, including per hour costs, chargeable to the County as described in this Section, in the separate Cost Proposal. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

XIV. CONTRACT

- A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next vendor if the selected vendor has not signed the agreement within two (2) weeks after the notification of intent of award.
- B. Execution of Contract
 - 1. Upon the acceptance of a Vendor's Proposal, County will prepare and submit a contract to the successful Vendor for signature. (See sample contract, as Attachment G, which contains required contractual language.) In the event that the successful Vendor fails, neglects or refuses to execute the contract within two (2) weeks after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
 - 2. Incorporated by reference into the contract which is to be entered into by County and the successful Vendor pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Vendor's response thereto, and (b) all written communications between County and the successful Vendor whose Proposal is accepted.

C. No Assignment

Assignment by the successful Contractor to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.

D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

E. Contract Term

The term of the AGREEMENT(s) will be for a period of three (_3_) year(s) with the option to extend the AGREEMENT(s) up to two (_2_) additional one-year periods.

F. Insurance

Prior to commencement of this AGREEMENT, the CONTRACTOR(s) shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR(s) upon request shall provide a certified copy of the policy or policies. Refer to Exhibit C (Insurance Requirements) of Attachment G, Sample Mendocino County Contract.

XVI. REJECTION OF PROPOSALS

The RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this RFP process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel. The selected contractor will be required to obtain a County business license if not already held.

XVII. GENERAL CONDITIONS

While the intent of the County is to award the contract to the selected Vendor, it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail in Attachment C – Exceptions to RFP.

Limitations

- 1) The Vendor should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Vendor should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The County has the authority to terminate the contract upon written notice to the Vendor at any time during the period of the project if the County finds that the Vendor's performance is not satisfactory (as specified in Attachment G – Sample Mendocino County Contract, paragraph 19).
- 3) Contract payments will be made on the basis of satisfactory performance by the Vendor as determined by the County. Final payment to the Vendor will only be made when the County finds that the work performed by the Vendor to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

XVIII. LIST OF ATTACHMENTS

Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
Attachment B – Proposal Checklist/Table of Contents
Attachment C – Exceptions to RFP
Attachment D – Letters of Reference
Attachment E – Certificate of Non-collusion
Attachment F – Proposal Evaluation Form
Attachment G – Sample Mendocino County Contract

**ATTACHMENT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)**

County of Mendocino
Sheriff's Office



RFP No. SO-2019-001
Inmate Communication Services

RFP No.	SO-2019-001
RFP Issue Date:	June 24, 2019
RFP Submission Deadline:	August 12, 2019

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No.SO-2019-001", and delivered by 3:00 p.m. August 12, 2019 to: Mendocino County Sheriff's Office, Attn: Dora Briley, 951 Low Gap Rd., Ukiah, CA 95482.

Questions regarding this RFP should be directed to:

- Procedural inquiries: Dora Briley - MCSO
951 Low Gap Rd.
Ukiah, Ca. 95482
(707) 463-4408
Mcsso-contracts@mendocinocounty.org
- Technical inquiries: Joyce Spears - MCSO
951 Low Gap Rd.
Ukiah, Ca. 95482
(707) 234-2131
Mcsso-contracts@mendocinocounty.org

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Vendor Authorized Representative

Company Name:	_____	Date:	_____
Representative:	_____		
Title:	_____		
Phone:	_____		
Address:	_____	Fax:	_____
Federal Tax ID No.:	_____	Email:	_____

RFP Contact Information (if different then above)

Contact Person:	_____		
Title:	_____		
Phone:	_____	Fax:	_____
Address:	_____	Email:	_____

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?
☐ YES ☐ NO
2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?
☐ YES ☐ NO
3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.
☐ YES ☐ NO
4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?
☐ YES ☐ NO
5. Do you agree that the proposal amount includes all costs incident to the proposed contract?
☐ YES ☐ NO
6. The County of Mendocino has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the County of Mendocino, as described in Section IX(H)(2) AWARD AND CONTRACTING INFORMATION?
☐ YES ☐ NO
7. Do you agree to be an ePayable as described in Attachment G- Sample Mendocino County Contract?
☐ YES ☐ NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: _____
(Printed name)
Signature: _____

Date: _____

ATTACHMENT B
PROPOSAL CHECK LIST/TABLE OF CONTENTS

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Proposal Check List/Table of Contents	Page No.
Signature Page, signed by authorized representative (RFP Attachment A)	
Proposal Check List/Table of Contents (RFP Attachment B)	
Executive Summary	
Scope of Services (in relation to providing services described in Section XI, Scope of Work)	
Company Background and Experience (including staff resumes)	
Proposal Cost Plan and Narrative	
Exceptions to the RFP (RFP Attachment C)	
Letters of Reference (minimum of two (2)) (RFP Attachment D)	
Certificate of Non-Collusion, signed by authorized representative (RFP Attachment E)	
Insurance Coverage (Certificate of Insurance)	

ATTACHMENT C EXCEPTIONS TO RFP

Company Name: _____

Representative: _____

Title: _____

Address: _____

Phone: _____ Email: _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating the section or paragraph and page no. as applicable. Be specific about your proposed exception(s) to content, language, or omissions. Add as many pages as required.)

[illegible]

Authorized Representative: _____

(Printed name)

Signature: _____

Date: _____

**ATTACHMENT D
LETTERS OF REFERENCE**

Please list the references (minimum of two (2)) in the section provided below and attach corresponding letters to this form.

Agency	Contact Name/Address	Phone No.	Dates Services Provided (From/Through)

**ATTACHMENT E
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of Proposer)

(Signature of Authorized Agent)

_____, 20_____
Date

ATTACHMENT F
COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM
RFP No. SO-2019-001
Inmate Communications Services

Vendor Name: _____

Evaluated By: _____

A.	Completeness of Response	Pass/Fail	
B.	Financial Stability	Pass/Fail	
C.	Technical Criteria	Pass/Fail	

NOTE: In the event that the proposal rates a 'Fail' on any of the above, please seek the guidance of the General Services Agency

		Weight	*Rating Scale	Points Total
D.	Cost	15 points		
E.	Implementation Plan and Schedule	35 points		
F.	Relevant Experience	25 points		
G.	References	10 points		
H.	Overall Proposal	15 points		

Evaluation Total (Maximum 500)		
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Comments:

Scoring: (To be performed by the Executive Office/Purchasing Agent)

Weight X *Rating (per Scale) = Points Total

*Rating Scale: 5 = Excellent 4 = Above Average 3 = Average 2 = Fair 1 = Poor 0 = Unacceptable

ATTACHMENT G – SAMPLE MENDOCINO COUNTY CONTRACT**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the “COUNTY”, and _____, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its [Services]; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit “A”, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Appendix A	Certification Regarding Debarment, Suspension and Other Responsibility Matters

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the “Effective Date”), and shall continue through _____, 20____.

The compensation payable to CONTRACTOR hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

SHERIFF _____ DATE _____

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

COUNTY OF MENDOCINO

By: _____
Carrie Brown, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
DeputyI hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

CONTRACTOR/COMPANY NAME

By: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

PH: _____

EM: _____

By signing above, signatory warrants and
represents that he/she executed this Agreement in
his/her authorized capacity and that by his/her
signature on this Agreement, he/she or the entity
upon behalf of which he/she acted, executed this
Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County CounselBy: _____
Deputy

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001 - 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**Exception to Bid Process Required/Completed ☐ _____Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
- If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.
- In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and

Materials”). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

The COUNTY’s rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
MCSO
951 Low Gap Rd.
Ukiah, CA 95482
Attn: Fiscal

To CONTRACTOR: [Name of Contractor]
[Number and Street]
[City, State, Zip Code]
ATTN:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and

records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for services in Exhibit A shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of

such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to

COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

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

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to

the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

/////////////////[END OF GENERAL TERMS AND CONDITIONS]////////////////

EXHIBIT A

DEFINITION OF SERVICES

A. CONTRACTOR shall provide the following services:

////////////////////////////////////[END OF DEFINITION OF SERVICES]////////////////////////////////////

EXHIBIT B

PAYMENT TERMS

A. COUNTY shall pay CONTRACTOR per the following instructions:

1. CONTRACTOR will submit invoices addressed to:

Mendocino County
Sheriff's Office
951 Low Gap Road
Ukiah, CA 95482
Attn: Fiscal

2. Payments under this agreement shall not exceed (\$) for the term of this agreement

////////////////////////////////////[END OF PAYMENT TERMS]////////////////////////////////////

EXHIBIT C**INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

////////////////////////////////////[END OF INSURANCE REQUIREMENTS]////////////////////////////////////

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates yatesm@mendocinocounty.org or 707-234-6869.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na

Appendix A**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

(Type Name)

(Organization Name)

(Title)

(Organization Address)

(Signature)

(Date)