

County of Nevada
IGS - Purchasing Division



Request for Proposals
For

**INMATE TECHNOLOGY SERVICES: PAY TELEPHONE,
TABLET, AND VIDEO VISITATION**

Date Issued October 13, 2017

Proposal Submission Deadline:

Thursday, November 30, 2017 at 3:00 p.m. Pacific Time

Pre-proposal Conference

Tuesday, November 7, 2017 at 10:00 a.m. Pacific Time

at

Wayne Brown Correctional Facility
925 Maidu Avenue, Nevada City, CA

Proposal Submission Instructions:

1. Submit one (1) hard copy of complete proposal to:

US Mail, Fed Ex, UPS, etc. to:
Nevada County Purchasing Division
Eric Rood Administrative Center
950 Maidu Avenue
Nevada City, CA 95959

or

Hand Deliver to:
Nevada County Auditor/Controller's Office
Eric Rood Administrative Center, 2nd floor
950 Maidu Avenue
Nevada City, CA 95959

AND

**2. Submit one (1) copy of complete proposal in PDF format to: submit.proposal@m1.nevcounty.net
Note: This email address is to be used only for proposal submission.**

1. SUMMARY

The Nevada County Purchasing Agent, on behalf of the Nevada County Sheriff's Office and the Nevada County Probation Department, hereinafter collectively referred to as "County," is requesting proposals from all interested providers of an integrated system for providing inmate pay telephone services, inmate tablet services, and a video visitation solution for the Wayne Brown Correctional Facility; and an inmate (ward) pay telephone system and inmate tablet services for Carl F. Bryan II Juvenile Hall.

The term "offeror" as used herein shall refer to providers submitting proposals in response to this Request for Proposals (RFP). The term "Contractor" or "Provider" is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFP.

An electronic copy may be downloaded from <https://www.mynevadacounty.com/Purchasing>. Potential offerors must register with the County in order to be notified of addenda and other notices. To register, please send an email to Sandy.Balzer@co.nevada.ca.us indicating "Inmate Technology Services Registration" in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1747.

Each proposal received in response to this RFP will be evaluated on the criteria described herein. All proposals must be sealed, clearly marked "PROPOSAL–Inmate Technology Services" and must include all elements described in the **PROPOSAL CONTENT AND FORMAT REQUIREMENTS** section of this RFP. One unbound, signed original proposal and one copy in PDF format must be submitted as directed on page 1 before the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this RFP. The County will not be responsible for proposals delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse late proposals.

A pre-proposal conference will be held at the Wayne Brown Correctional Facility at the date and time listed in the **CONTRACT AWARD SCHEDULE**. Attendance at this conference is not mandatory. Questions and answers discussed at the conference will be documented and delivered to all potential offerors who have registered as described above. Questions or requests for clarification of this Request for Proposals may be submitted in writing in lieu of attending the pre-proposal conference, but must be submitted no later than the date and time listed in the **CONTRACT AWARD SCHEDULE**. Responses to written questions will be included in the published responses to questions arising at the conference. The County reserves the right to decline to respond to any questions.

Any amendment or addendum to this RFP is valid only if issued in writing by the County of Nevada Purchasing Agent.

2. CONTRACT AWARD SCHEDULE

Publish RFP	October 13, 2017
Pre-proposal Conference	Tuesday, November 7, 2017 at 10:00 a.m.
Deadline for Questions	Friday, November 10, 2017 at 5:00 p.m.
Proposal Submission Deadline	Thursday, November 30, 2017 at 3:00 p.m.
Contract Approval (tentative)	December 2017
Services to Begin (tentative)	January 1, 2018

3. GENERAL CONDITIONS

- 3.1. Prime Responsibility:** The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

- 3.2. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project. Prior to executing an agreement the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
- 3.3. If this contract involves protected health information and the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA) applies: Any contract awarded under this RFP must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this Agreement.
- 3.4. Independent Contractor: In performance of the work, duties and obligations assumed by the offeror, it is mutually understood and agreed that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.
- 3.5. Contractors may submit alternate proposals. Alternate proposals shall be clearly marked as such.
- 3.6. Nevada County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- 3.7. The County reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the County of Nevada. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.
- 3.8. Nevada County reserves the right to:
 - Request clarification of any submitted information;
 - Not enter into any agreement;
 - Not to select any applicant;
 - Amend or cancel this process at any time;
 - Interview applicants prior to award and request additional information during the interview;
 - Negotiate a multi-year contract or a contract with an option to extend the duration;
 - Award more than one contract if it is in the best interest of the County; and/or
 - Issue similar RFPs in the future.
- 3.9. Qualified Contractors must be prepared to enter into the County's standard Personal Services Contract, a sample of which is attached as Attachment D to this RFP. Please review the details of Attachment D carefully. By reference, it incorporates many standards, terms and conditions required as part of this RFP. The County intends to award contracts substantially in the form of the sample agreement to the selected Contractor(s). Portions of this RFP and the Contractor's proposal may be made part of any resultant contract and incorporated in the Contract.
- 3.10. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the County of Nevada as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, and may also be required to provide Errors and Omissions insurance, Professional Liability or Malpractice Insurance depending on the nature and risks associated with the services provided. The Contractor will be required to

maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

- 3.11. Pursuant to the County's Green Procurement and Sustainable Practices Policy, Contractors are requested to use recycled products and sustainable practices whenever possible in preparing their response to this RFP, including using post-consumer recycled content paper and packaging products, and copying on both sides of the paper.
- 3.12. The County of Nevada encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at www.dhs.gov/e-verify.
- 3.13. Proprietary Information: Trade secrets or similar proprietary data that the prospective contractor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post-award contract administration will be kept confidential to the extent permitted by law as follows. Each page alleged to contain proprietary information shall be identified by the prospective contractor in boldface text at the top and bottom as "PROPRIETARY." Any section of the proposal that is requested to remain confidential shall also be so marked in boldface text on the title page of that section. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined in accordance with applicable law. If a prospective contractor designates any information in its proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.
- 3.14. If the work to be performed is subject to the prevailing wage requirements of the California Labor Code, each contractor or subcontractor listed on the proposal must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Projects subject to the prevailing wage requirements are also subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. BACKGROUND

- 4.1. The County recognizes the importance of reducing recidivism by providing the incarcerated population access to telecommunications and technology. Through this RFP, the County intends to select a single provider that offers all of the following services:
 - a. Inmate Telephone Services.
 - b. Tablet computers and associated software to enhance educational and rehabilitative programming through incentive-based access.
 - c. Video Visitation to enable inmates to visit with family members, attorneys, and other professionals.

The County intends to enter into two separate three (3) year contracts, with an option to extend for up to an additional two (2) years. One contract will be for an integrated solution providing all three of the listed services for Wayne Brown Correctional Facility, the Court Holding facility and the Truckee Substation/Jail. The second contract will be to provide inmate (ward) telephone services and tablets at Carl F. Bryan II Juvenile Hall. Video visitation services are not being requested for Juvenile Hall.

4.2. Description of Facilities

4.2.1. Wayne Brown Correctional Facility

The Wayne Brown Correctional Facility (WBCF), located at 925 Maidu Avenue, Nevada City, is a modern direct supervision jail. Operating since 1992, it houses sentenced and

un-sentenced men and women with a current design capacity of 274 beds. The WBCF design includes single and double cells and dormitory housing. It is the central booking facility in western Nevada County, and also receives inmates who have been booked at the Truckee sub-station in eastern Nevada County. Nevada County currently contracts to house inmates for the U.S. Marshall's Service, the Sierra County Sheriff's Office, the Shasta County Sheriff's Office, the Amador County Sheriff's Office and the California Department of Corrections and Rehabilitation. In 2016, the WBCF Average Daily Population (ADP) was 201.5.

The current inmate phone system at WBCF was installed by Telmate in 2011. It has 30 inmate telephones and 26 visitation telephones, a single portable phone mounted on a cart, and a kiosk in the visitors lobby. In addition, there are 9 inmate telephones at the Court Holding Facility in Nevada City and 4 inmate telephones at the Truckee Substation. There was previously one (1) phone maintained at the Sierra County Jail in Downieville; however, that phone is not included in this RFP.

There are currently no inmate tablet systems or video visitation systems in operation at the WBCF.

4.2.2. Court Holding Facility

The Court Holding Facility is located at 201 Church Street, Nevada City, and is attached to the Nevada County Courthouse. The Court Holding Facility operates Monday – Friday from 8:00 a.m. to 5:00 p.m., temporarily housing inmates awaiting court.

4.2.3. Truckee Substation/Jail

The Substation/Jail is located in the Town of Truckee in eastern Nevada County, approximately fifty miles from the WBCF. It is a Type 1 facility with 12 beds.

4.2.4. Carl F. Bryan II Juvenile Hall

The Carl F. Bryan II Juvenile Hall is located at 15434 Highway 49, Nevada City, in close proximity to the WBCF. The Juvenile Hall opened in 2002 with a design capacity of 60 beds and is currently rated by the Corrections Standards Authority at 30 beds. The facility is a modern direct supervision facility housing pre-adjudicated and adjudicated male and female minors and has single and double bunk cells. It is the central detention facility for all juveniles in Nevada County. Currently, the Juvenile Hall contracts to house minors for Sierra, Plumas and Calaveras Counties, and provides housing on a space-available basis for Amador and Tuolumne Counties. In 2016, Juvenile Hall's ADP was 10.5.

The current inmate phone system at the Carl F. Bryan II Juvenile Hall was installed by Telmate in 2012. It includes three (3) phones for Pod 1, three (3) phones for Pod 2 and a kiosk in the Juvenile Hall lobby.

5. SCOPE OF SERVICES REQUIRED

5.1. General Requirements for all Systems

- 5.1.1. The Contractor shall provide, install, and configure all required devices, hardware, software, wiring, network jacks, conduit, cabling and associated equipment, and shall provide initial and ongoing training and support.
- 5.1.2. Upon termination of the contracts, all wiring and added equipment, with the exception of tablets, shall become the property of the County.
- 5.1.3. The Contractor shall provide qualified training and training documents for personnel at all facilities in the use of the systems.
- 5.1.4. The Contractor shall provide training documents for the inmates at the facilities.
- 5.1.5. All equipment must be durable, tamper-free, and suitable for a correctional environment. Equipment must contain no removable parts.

- 5.1.6. The Contractor shall be responsible for all costs to ship the equipment/services supplied for the initial installation, and any subsequent preventative and repair maintenance. All equipment/services shall be properly packaged or otherwise protected during shipment.
- 5.1.7. All equipment is subject to approval of the Nevada County Sheriff.
- 5.1.8. Reliability test: The selected solutions must provide for a trial period during which the system must operate satisfactory for a period of 30 days. If during 30 days there is a malfunction that prevents the effective substantial use of the system, the reliability test must be restarted for another 30 days. If the system fails a second time, the County will have a right to terminate the contract.
- 5.1.9. The Contractor will provide the County with a complete list of all persons authorized to work on the systems. All of Contractor employees shall obtain, at Contractor's expense, the appropriate background security clearance and onsite PREA training prior to arrival at any of the facilities. All Contractor employees will comply with the County's policies and procedures and PREA clearance. Entry to the any of the facilities is subject to the approval of the County. All Contractor personnel authorized to work within secured areas shall be subject to fingerprinting and a criminal background check performed by the County. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.

5.2. Inmate Telephone System

- 5.2.1. Equipment must be non-coin operated and capable of receiving collect calls.
- 5.2.2. While this solicitation is for the number of phones presently in service, all offerors shall understand that after the initial installation, the number of inmate telephones may increase or decrease depending on need.
- 5.2.3. System Requirements
See the following Attachments, which are to be completed and submitted as part of your proposal:
[ATTACHMENT B: SYSTEM REQUIREMENTS QUESTIONNAIRE](#)
[ATTACHMENT C: MAINTENANCE SPECIFICATIONS QUESTIONNAIRE](#)
- 5.2.4. Mandatory Contractor Costs
 - a. The Contractor shall provide local exchange carrier line PIC (Primary Inter-exchange Carrier) changes at no cost to the County for the duration of the contract and for as many changes of inter-exchange carrier (IEC) carrier as needed.
 - b. All equipment and labor necessary to fulfill the requirements of this RFP and any resultant contract shall be provided by the Contractor at no cost to the County. This includes, but is not limited to, all items necessary for proper installation, phone jacks, conduit, cabling, and related labor. Upon termination of the contract, all wiring and added equipment (other than pay phones) shall become the property of the County.
 - c. The Contractor is responsible for the full cost of installing, providing, and maintaining tariffed telephone line access services for all inmate phone service.
 - d. The Contractor shall add additional inmate telephones to the system during the term of the contract upon receipt of request from the County. Additions will be at no cost to the County.
 - e. The Contractor shall move or disconnect inmate telephones at the request of the County at no charge to the County.
 - f. The Contractor shall provide to the County an annual financial audit at the Contractor's expense to ensure that revenues and compensation associated with the

inmate phone system have been accurately reported and paid. The audit shall be provided to the County within 30 days of the end of the County's fiscal year.

5.2.5. Equipment Specifications

- a. Telephones as designated and installed shall be Americans with Disabilities Act (ADA) and Title 24 compliant.
- b. All telephones shall be surface mount compatible with standard telephone company mountings.
- c. All telephone instruments shall comply with FCC regulations.
- d. All telephone instruments shall be equipped with a metallic tamperproof keypad.
- e. Each telephone instrument shall have touch-tone keypads.
- f. All telephone instruments shall be equipped with an armored handset cord. The length of the cord is to be eighteen (18) inches with steel cable on the inside, unless noted otherwise.
- g. Each telephone instrument shall be equipped with an on-and-off shutoff capability to be located at each local control room or area as designated by the County. System shall allow remote access to shut down individual phones and phones by regions within the facility.

5.2.6. Reporting, Training and Monitoring Requirements

- a. The Contractor shall provide each of the four facilities (Wayne Brown Correctional Facility, Court holding, Truckee Substation, and Juvenile Hall) a computer, monitor, high-speed printer, and programming to integrate with the inmate telephone system. This will be used by custody personnel to generate "real time" on-line reports for security purposes. Additionally, at the Wayne Brown Correctional Facility the computer will be used to access the recording system. At a minimum, the system shall be able to identify:
 - i. Telephone number originating the call.
 - ii. Time of call.
 - iii. Telephone number called.
 - iv. Most frequently called number.
 - v. Length of call.
 - vi. Numbers called from a specific telephone number.
 - vii. Alarm number status.
 - viii. PIN number used.
- b. The Contractor shall provide monthly management reports on inventory, revenues, and compensation on a per-telephone number basis to be delivered to the County by the 15th day of the month for the prior month.
- c. The Contractor shall provide a telephone security monitoring system at the Wayne Brown Correctional Facility, Sheriff's Investigations Unit, Court-holding, Truckee Substation, and Juvenile Hall that is undetectable by the inmate. This system shall allow monitoring of inmate calls at each of the control stations. This shall not be dependent on the recording system. The monitoring system shall allow for the following:
 - i. Monitoring of an inmate phone in use via speaker.
 - ii. Turning an inmate phone on or off with a cut-off switch.
 - iii. A recorder to be connected to an inmate phone for purposes of recording.

5.2.7. Compensation Requirements

- a. The rates charged to users shall not exceed those of the dominant tariffed carrier for a similar call based on operator surcharges, originating/terminating locations, call duration, and time of day.
- b. The Contractor shall be responsible for the collection of charges for fraudulent or otherwise uncollectable calls.
- c. The Contractor shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regard to its provision of services under this contract.
- d. Billing charges shall begin at the time the calling party is connected to and the called party accepts the call. Charges shall be terminated when either party hangs up. Incomplete calls, such as network intercept recordings, busy signals, no answers, refusal of calls, et cetera, shall not be billed. Such charges will be consistent with charges in most other correctional/custodial facilities in California.
- e. For all telephones where compensation in the form of commissions is paid, the Contractor agrees to pay a commission that is approximately equal to the average commission paid by the Contractor to any other correctional/custodial facility/system in the State of California with a similar platform. Under no circumstances shall the commission rate adjust lower than the rate agreed to in a contract award, nor will the County be obligated to renegotiate any portion of the contract as a result of an increase to the commission rate.
- f. Compensation shall be based on gross revenues. Gross revenues shall be defined as total billable minutes without any allowances or deductions for fraud, line charges, equipment charges, other collectible or uncollected or uncollectable charges and billings, or other fees.
- g. Compensation payments on gross revenues for a calendar month shall be paid monthly within forty-five (45) days of the end of the month in which call revenue was generated.

5.2.8. Mandatory Monthly Reports

The Contractor shall provide the County with monthly reports that provide the following details:

- a. Customer account number.
- b. Pay phone number.
- c. Pay phone location.
- d. Total calls by telephone number.
- e. Total minutes for local exchange service by telephone number.
- f. Total minutes for inter-exchange service by telephone number.
- g. Total station revenue by telephone number.
- h. Total revenue by account.
- i. Compensation paid by account.
- j. Billing time period covered.
- k. One-page monthly summary report to include:
 - i. Each account number.
 - ii. Each account name.
 - iii. Total calls per account.
 - iv. Total minutes per account.
 - v. Total revenue per account.
 - vi. Total compensation paid per account.
 - vii. Billing time period covered.

5.2.9. Other Requirements

- a. Functionality test - Offerors must provide for a session where they demonstrate the functionality of the main features of the system and those that meet the requirements of the RFP. Offerors must also demonstrate successful interface with jails current telephone system, LAN, Jail Management Systems and County software systems.

5.3. Inmate Tablets

- 5.3.1. The tablet solution must include a strong education platform as the main feature that is at no cost to the inmates to use and have evidence-based data to support the educational aspect of the services provided.
- 5.3.2. The tablets shall be capable of accessing only those websites authorized by the Nevada County Sheriff.
- 5.3.3. The Inmate Tablet System must interface with the County's Jail Management System (EIS), Inmate Trust Accounts (TouchPay), and Inmate Commissary (Aramark) Systems at no cost to the County.
- 5.3.4. System Requirements

See the following Attachments, which are to be completed and submitted as part of your proposal:

[ATTACHMENT B: SYSTEM REQUIREMENTS QUESTIONNAIRE](#)

[ATTACHMENT E: HARDWARE SPECIFICATIONS QUESTIONNAIRE](#)

[ATTACHMENT F: POST-IMPLEMENTATION REQUIREMENT QUESTIONNAIRE](#)

5.4. Video Visitation System (VVS)

- 5.4.1. The County requires a turnkey video visitation system to provide video visitation sessions with WBCF inmates as follows:
 - a. Remote visits by the general public, with a fee charged to the end user.
 - b. Onsite visits by the general public at no cost to either party.
 - c. Attorney visits charged to the attorney.
- 5.4.2. The County desires one (1) video visitation station for every 30 inmates at WBCF based on the ADP. Proposals may identify an alternative ratio of video visitation stations after the pre-proposal conference and site visit, and may include alternative recommendations in their response to this RFP.
- 5.4.3. The County is also interested in proposals for a viable, low labor-intensive, mobile video visitation solution for use in the segregated units.
- 5.4.4. The VVS shall provide high quality, stereo audio and broadcast-quality video.
- 5.4.5. The VVS shall include hardware and software designed to enable the County to initiate, control, record, retrieve and monitor video visitation sessions.
- 5.4.6. The VVS will provide all operational features and fulfill all system requirements applicable to all video visitation visits placed through the system, including inmate to general public, inmate to court, and inmate to attorney visits.
- 5.4.7. All video visitation sessions will be conducted in accordance with the rules and regulations set forth by the County.
- 5.4.8. System Requirements

See the following Attachments, which are to be completed and submitted as part of your proposal:

[ATTACHMENT G: SYSTEM FEATURES AND SUPPORT REQUIREMENTS QUESTIONNAIRE](#)

[ATTACHMENT H: BILLING SYSTEM REQUIREMENTS QUESTIONNAIRE](#)

[ATTACHMENT I: SCHEDULING FEATURE REQUIREMENTS QUESTIONNAIRE](#)

[ATTACHMENT J: REPORTING AND TRACKING REQUIREMENTS QUESTIONNAIRE](#)

[ATTACHMENT K: MONITORING AND RECORDING REQUIREMENTS QUESTIONNAIRE](#)

5.4.9. Financial Approach and Reporting

- a. The Contractor shall provide the County a commission based on the Gross Revenue generated by and through the VVS.
 - i. Gross Revenue includes, but is not limited to, all revenue generated from remote video visitation sessions and all onsite attorney video visitation sessions.
 - ii. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor and in any way connected to the provision of video visitation service pursuant to a contract resulting from this RFP.
 - iii. Gross Revenue includes the following: all costs, charges, and fees added to the total cost to the person who initiated the call for the completion of all video visitation sessions, or any other compensation received by Contractor for the completion of all video visitation sessions.
- b. A video visitation session is deemed to be complete and considered part of Gross Revenue when a connection is made between both parties. The video visitation session shall be complete and commissionable regardless of whether Contractor can bill or collect revenue on the transaction.
- c. The Contractor shall show when charges are received from a third party call. If VVS is interrupted or incomplete, provide the charge to the calling party for the partial visit.
- d. Free Sessions.
 - i. A "free" video visitation session shall be defined as a completed video visitation session which has been authorized by the County and does not generate any revenue for Contractor. Free visitation sessions are not commissionable to the County. Only those video visitations specified as free by the County shall be authorized and shall be configured as free in the VVS. The County reserves the right to configure free video visitation sessions in the VVS without the assistance of Contractor. Unauthorized, completed video visitation sessions shall be considered part of Gross Revenue and shall be commissionable.
 - ii. All onsite video visitation sessions, excluding private-attorney sessions, shall be free. Remote video visitation sessions will be charged at a rate to the person who initiated the call as approved by the County. Both remote and onsite private attorney video visitation sessions shall be charged to the attorney at a rate determined by the County. Public defender video visitation sessions shall be free for both remote and onsite sessions. Rates for remote video visitation sessions and onsite private-attorney video visitation sessions shall be configurable at the County's discretion. The County will verify and approve all private-attorney and court-appointed public defenders.

- e. In the event the Contractor receives revenue from any third party related to a completed onsite video visitation session, such revenue shall be included in Gross Revenue and commissionable to the County.
- f. Any additional fees charged to the inmates or end-users for video visitation sessions must be approved by the County prior to implementation.
- g. Payments, commission detail reports and traffic detail reports are due to the County by the Contractor no later than the 25th day of the month following the month of traffic.
- h. Traffic detail reports for the VVS shall include a detailed breakdown of all video visitation sessions for each inmate video visitation station. This requirement is applicable for any video visitation equipment and/or feature(s) that may be installed by the Contractor. Traffic detail shall include, at a minimum, each of the following per video visitation station:
 - Video Visitation Station Identifier
 - Video Visitation Station Location Name
 - Number of Remote Sessions (Per Station)
 - Number of Minutes for Remote Sessions (Per Station)
 - Gross Revenue for Remote Sessions (Per Station)
 - Number of Charged Onsite Sessions (Per Station)
 - Number of Minutes for Charged Onsite Sessions (Per Station)
 - Gross Revenue for Charged Onsite Sessions (Per Station)
 - Number of Free Sessions (Per Station)
 - Number of Minutes for Free Sessions (Per Station)
 - Total Gross Revenue
 - Commission Rate (%)
 - Total Commission
 - Traffic Period

5.4.10. System Interfaces: The VVS will need to interface with the County's current and future Jail Management System (EIS), Inmate Commissary Account System (Aramark), Inmate Trust Account System (TouchPay) and Inmate Telephone System. All interfaces shall be completed at no cost to the County.

- a. The VVS shall be capable of interfacing the visit schedule into JMS which will enter the schedule into the inmate's event schedule at no cost to the County.
- b. The VVS shall interface the inmate's mug shot from JMS and display in the VVS inmate record to aid in the identification process.
- c. The VVS interface must allow inmates to pay for their video visitations via their trust account.
- d. The VVS must be able to interface current JMS inmate information, at minimum:
 - Identification number
 - Name
 - Date of birth
 - Social security number
 - Gender
 - Ethnicity
 - Driver's license number
 - Home address (physical address)
 - Telephone number
 - Inmate housing location
- e. The VVS must have the capability to capture, store and query information regarding the visitor/general public to include, at a minimum:

- Identification number
- Name
- Date of birth
- Social security number
- Gender
- Ethnicity
- Driver's license number
- Inmate visited
- Relationship to inmate
- Date of last visit
- Home address (physical address)
- Telephone number
- Known associate of the inmate

5.4.11. Transition. Upon expiration, termination, or cancellation of the Contract, the Contractor shall accept the direction of the County to ensure VVS services are smoothly transitioned. At a minimum, at no cost to the County, Contractor shall supply 1 workstation which shall become the property of the County after expiration, cancellation or termination of the Contract to allow the County access to all video visitation session recordings, documentation, reports, data, etc. contained in the VVS. Contractor shall also allow the County access to video visitation session recordings, documentation, reports, data, etc. contained in the VVS through the Contractor's user application.

6. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Interested offerors shall submit one original copy of their proposal and one copy in PDF format as directed on Page 1 of this RFP.

Proposals shall be delivered no later than the date and time listed in the CONTRACT AWARD SCHEDULE and shall contain at a minimum the following items:

6.1. Cover Sheet (Attachment A)

6.2. Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the agency, including: the agency's legal name, type of entity, and Federal Tax ID #. The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor.

6.3. Equipment, Services and Support – 40 points

- 6.3.1. Complete and provide Attachments B through K. Explain all areas where your proposal does not comply fully with the stated requirements.
- 6.3.2. Provide an itemized listing of all goods and services to be provided. Clearly identify any exceptions to the equipment specifications described in this RFP. Provide visual illustrations where possible.
- 6.3.3. Describe how all system interfaces with the jail's current jail management system, inmate trust and commissary systems will be accomplished.
- 6.3.4. Provide a plan and schedule for installation and commissioning of all proposed systems. Identify the level of staffing that will be provided by the contractor and the expectations of involvement of County staff.
- 6.3.5. Describe your training plan for all systems. Provide samples of training materials. Provide examples of materials that will be available to inmates and visitors to explain the proposed telephone, tablet, and video visitation solutions.
- 6.3.6. Describe your disaster recovery plan relating to the preparation for recovery of or continuation of the requirements in this RFP preceding and/or following a natural or human-induced disaster.

- 6.3.7. Note instances where the services proposed exceed the scope or detail described in this RFP or where they do not meet the scope offered in this RFP.
- 6.3.8. Address instances where possible cost efficiencies may be gained, quality may be improved or County may otherwise benefit from adopting your proposal.
- 6.3.9. Inmate Telephone System
- a. Describe any proposed features that will enhance the program (e.g., investigative features, voicemail options, security measures to restrict inmates from using one another's PINs, etc.).
 - b. Clearly identify any exceptions to the Mandatory Contractor Costs requirements described in section 5.2.4 of this RFP.
 - c. Describe how you will meet the Reporting, Training and Monitoring Requirements described in section 5.2.6 of this RFP.
- 6.3.10. Inmate Tablet Services
- In addition to the information about the hardware and software requested above, describe in detail the proposed educational platform and the evidence that establishes it as a successful tool for rehabilitation in a correctional environment.
- 6.3.11. Video Visitation System
- a. Describe, in non-technical terms, the features of the proposed VVS, identifying any unique or distinctive features of the products and services offered. Include, at a minimum, the following:
 - i. Description of how the public will access the VVS through a web-based software application.
 - ii. Description of the level of system performance that the County should expect from your VVS. Include, for example:
 - how you prevent the sessions in progress from disconnecting and/or freezing
 - maximum number of simultaneous visits
 - type of alerts available, and capability of automated email notification of visits for a particular inmate or visitor
 - iii. Description of the scheduler feature. Explain how the system will prevent scheduling conflicts for visitation sessions.
 - iv. Describe the storage capabilities for all video visitation visits, reports and data, online as well as archived. Describe procedures for retrieving stored data.
 - v. Description of security features, including how the system can be assured to not compromise the County's local area network or security.
 - vi. Ability of the County to search and query end-user pre-paid account information for investigative purposes to the extent you are legally allowed to provide certain information.
 - b. Identify if the proposed VVS is capable of providing additional technology applications and at no cost to the County. Describe any additional technology applications that are available.
 - c. Identify any environmental conditions that will be required for the equipment to perform as specified.
 - d. Specify the compression rate used for the video quality as well as the average file size of a stored session based on an average visit of thirty (30) minutes.

- e. Detail any requirements for the VVS to accommodate remote video visits, including equipment, software and internet bandwidth.
- f. Identify any known challenges with market equipment or internet service providers which might result in low-quality, distorted or disconnected remote video visits.
- g. Provide the specific power requirements, if any, needed for the VVS.

6.4. Background and Experience - 30 points

- 6.4.1. Provide an overview of the history of your firm and your experience in implementing the requested services in correctional facilities.
- 6.4.2. Describe your experience and approach in successfully interfacing your solutions with jail management, inmate trust, and commissary systems. If applicable, describe your particular experience with interfacing with the EIS, TouchPay, and/or Aramark systems.
- 6.4.3. Describe your experience in working with educational curriculum designed to reduce recidivism among adult and juvenile offenders.
- 6.4.4. Provide at least three references, including a description of the work performed, the original budget and final cost of the implementation, and full contact information.
- 6.4.5. Describe any current, pending or past litigation (within the last 10 years) that the organization has been, is, or is expected to be a party to.

6.5. Staffing and Service Level – 10 points

- 6.5.1. Provide names and qualifications of key employees to be assigned to this work.
- 6.5.2. Provide a staffing plan for meeting the requirements and describe availability of staff to ensure that sufficient capacity is available to complete the implementations.
- 6.5.3. Provide a copy of all maintenance and service level agreements, including at a minimum:
 - a. Response protocol for service and repair requests, including response times and any exceptions to 24x7x365 availability.
 - b. Provide the address of the support center that will be responsible for servicing the installation, and indicate the number of trained service personnel available at that service center for maintenance on the proposed system. Identify local subcontractors that may be used to enhance response time.
 - c. Provide a statement on spare parts availability and delivery durations when parts are not on hand at the site or at the maintenance support center.
 - d. Procedure for handling defective parts and equipment.
 - e. Procedure for introducing system upgrades and software patches.
 - f. 24x7x365 phone support. Indicate whether customer service center defaults to an Interactive Voice Response (IVR) or a live customer service representative. If applicable, identify the hours of availability for a live customer service representative.
 - g. Average on-hold time to reach a live representative.
 - h. Average response time for an email inquiry from an end-user.
 - i. Procedures for handling end-user complaints.
 - j. Procedures for handling refund requests and the timeframe for completing such requests.
 - k. Escalation process for service and support requests.
 - l. Description of any available chat functionality in a web-based support application to reach support staff.

- m. Describe your schedule for recurring preventative maintenance visits and the scope of maintenance provided at those visits.

6.6. Financial Proposal – 20 points

In all presentations of financial information, keep in mind that there will be two separate contracts, one for the Juvenile Hall and another for the other listed facilities. Clearly identify any differences in how the financial aspects of your proposal would relate to those respective contracts.

6.6.1. Telephone System

- a. List and explain the charges that will be incurred by inmates when making calls.
- b. List and explain the charges that a called party will incur.
- c. List and explain the revenues that the County will receive in connection with the use of the system. All commissions shall be quoted in percentage of gross revenue that the County will receive.
- d. List any other revenues that are associated with the system.
- e. List any signing commissions that are proposed.
- f. Provide a statement that your proposal meets the Compensation Requirements described in section 5.2.7 of this RFP, or provide a detailed explanation of any exceptions.
- g. Provide the basis for costing adjustments in subsequent years of contract or for potential future contract extensions.

6.6.2. Tablet Services

- a. Provide a revenue sharing proposal. List and explain the revenues that the County will receive in connection with the use of the system. Quote all commissions as a percentage of gross revenue. List any other revenues that are associated with the system.
- b. List and explain the charges that will be incurred by inmates when using the tablet.
- c. Describe any signing commissions that are proposed.
- d. Provide basis for costing adjustments on subsequent years in contract or for potential future contract extensions.
- e. Provide pricing for replacement, repairs, technical support, disaster avoidance, recovery solutions, upgrades and patches, and any additional items relevant to maintaining the proposed tablets and related hardware/equipment.

6.6.3. Video Visitation

- a. Provide a revenue sharing proposal. List and explain the revenues that the County will receive in connection with the use of the system. Quote all commissions as a percentage of gross revenue.
- b. Identify any variances between your proposal and the requirements outlined in Section 5.4.
- c. Identify all charges proposed to be imposed on users of the VVS. To provide a comparison benchmark among proposals, indicate the rate for a 30-minute video visitation session.
- d. Describe any signing commissions that are proposed.
- e. Detail any cost associated and/or commission with the additional technology or optional features offered/proposed.
- f. Provide an example of the traffic detail report to be provided to the County during the term of the contract.

- g. Provide pricing for repairs, technical support, disaster avoidance, recovery solutions, upgrades and patches, and any additional items relevant to maintaining the proposed VVS and related hardware/equipment.

7. SELECTION PROCEDURE

Proposals will be evaluated on the criteria outlined in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section, with a maximum possible score of 100 points.

After an initial review and evaluation of each of the proposals, the offerors submitting the most highly rated proposals may be invited for interviews prior to final selection, to further elaborate on their proposals. The County reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described

The Contractor(s) selected for this project will be required to accept the County's standard contract and to comply with insurance standards as deemed acceptable to the County's Risk Manager. No agreement with the County of Nevada is in effect until both parties have signed a contract.

8. INQUIRIES

Direct all inquiries regarding the proposal process or proposal submissions to:

Sandy Balzer, Buyer
Nevada County Purchasing Division
950 Maidu Avenue
Nevada City, CA 95959
(530) 265-1747
Sandy.Balzer@co.nevada.ca.us

ATTACHMENT A: COVER SHEET

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this **Cover Sheet** I hereby attest: that I have read and understood all the terms listed in the RFP; have read and understood all terms listed in this proposal; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by the County of Nevada, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

ATTACHMENT B: SYSTEM REQUIREMENTS QUESTIONNAIRE

This Attachment lists Nevada County's requirements for an Inmate Pay Telephone System. Though the term "requirements" is used here, the County understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
B1	The Contractor shall comply with all FCC and CPUC requirements and tariffs.			
B2	The system shall permit collect-only, outgoing, station-to-station calls billed to the called party, or charged to a debit card purchased by inmates for the purpose of placing calls through this system.			
B3	The system shall not allow any incoming calls except those sent from inside the facility by staff during an emergency. These calls would be to facilitate contact with inmates during a disturbance situation.			
B4	The system shall have the capability of providing free, local calls from all telephones located in the booking area of the Wayne Brown Correctional Facility, the Court Holding area in the Nevada City Courthouse, and the booking area in the Truckee Substation. These phones and calls will be at no cost to the County.			
B5	The system shall allow specific non-recorded calls such as to the Public Defender's Office and other agencies. The County will determine these telephone numbers.			
B6	The pay phone instrument shall provide immediate dial tone when the handset is off the hook.			
B7	The system shall provide the option to identify, flag, and allow three-way or conference calling. The County shall determine if the calls will be allowed or blocked.			
B8	The system shall prevent call forwarding.			
B9	The system must run on an automated operator platform. No access to a live operator is allowed.			
B10	The system shall provide prompts in English and Spanish.			
B11	Call blocking shall be provided by specific number and by blocks of numbers by prefix. The blocking of mobile phone number prefixes must also be available. Blocking functions should be programmable on-site.			
B12	The called party shall be able to accept or reject a call from a rotary dial or pulse dial telephone.			

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
B13	The system shall be capable of programmed call duration limits. The system would automatically terminate a call at the time limit set giving at least a thirty-second and fifteen-second warning. The capability of providing different time limits for different blocks of inmate phone numbers shall be available. The time limit should be controllable and adjustable at each facility.			
B14	The system shall be capable of providing call completion to any point within the continental United States, Alaska, Hawaii, and internationally for all local and inter-exchange carrier calls.			
B15	The system shall be capable of announcing to the called party that the collect call is from a correctional institution.			
B16	The system shall provide call recording for each and every call made from an inmate phone in the Wayne Brown Correctional Facility, Court Holding and Truckee Substation and Juvenile Hall, including those that provide free calls. The system shall provide on-line instant access to those recordings via the Sheriff's/Countywide Area Network. The system shall also provide/allow for access to investigators outside the network.			
B17	The system shall store one year of recordings on-line, which must be accessible instantly. The Contractor shall provide a client compatible with the Sheriff's Wide Area Network and the MS windows 2000, NT, XP, VISTA and Windows 7, 8 and 10 operating systems that will access the recordings, download them for playing, play them, and store them locally. The Wide Area Network provides IP service with T1 minimum bandwidth at all locations. The system shall include a case management function that will allow grouping calls, annotating the records with pertinent information for a criminal case, and verifying the accuracy of the recordings.			
B18	The system shall integrate an announcement with the phone system announcing to both the caller and the called party that the call will be recorded and monitored. The system shall require positive acceptance by both parties to monitoring and recording prior to allowing connection.			
B19	The system shall provide on-line access to billing name and address records for investigative purposes.			
B20	All products offered by the Contractor as well as third party components must be current products that meet all ADA and jail safety requirements.			
B21	The system should include an alert system that will detect calls made to restricted numbers, calls made by restricted PINS, or calls made from restricted phones.			

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
B22	The system should have the capability of automatically calling investigators and offering live monitoring of such calls.			
B23	The system will be capable of informing the called party the accumulated thirty-day balance prior to each call.			
B24	The Contractor shall be capable of keeping the facility up-to-date on customer and technical support issues via E-mail notification.			
B25	The system must provide an inmate PIN system that does not require administration by correctional officers. As the inmate is booked, an account is automatically created on the inmate phone system from the current Jail Management System (JMS). The account is also automatically closed upon the inmate's release from custody.			
B26	The system must provide for the immediate disconnection of a call that is being monitored by simple point and click from monitoring interface.			
B27	The system must be self-diagnostic and automatically create "trouble tickets". These "trouble tickets" must be automatically delivered to support centers within two minutes of detected trouble.			
B28	The recording system should allow investigators to attach notes to each recorded call record.			
B29	The recording monitoring system should utilize voice recognition technology to flag and search recorded conversations containing key words entered by correctional personnel. This function should also allow correctional personnel to go directly to the key word and play back a recorded conversation.			
B30	The recording system shall allow for outside callers to leave messages for inmates. These calls shall be stored in an approval bin within the system and once approved by correctional staff, shall be recorded and logged on the inmates account.			
B31	The system must interface with the Jail Management System (EIS), Inmate Trust Accounts (Touch Pay) and Inmate Commissary System (Aramark) at no cost to the County.			
B32	The Contractor shall provide all necessary information postings for each housing unit. The Contractor will provide jail security grade plexi-glass signage to hold such postings and will purchase and install at no cost to the County.			
B33	The Contractor will supply at least one (1) ADA Text Telephone at each location for the hearing impaired inmates and will provide any and all support services to maintain the text telephone.			
B34	The Contractor will ensure that all phones and signage for phones will be in English and Spanish and meet any and all ADA requirements for visually impaired inmates.			

ATTACHMENT C: MAINTENANCE SPECIFICATIONS QUESTIONNAIRE

This Attachment lists Nevada County’s maintenance requirements for an Inmate Pay Telephone System. Though the term “requirements” is used here, the County understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your maintenance and support services comply with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
C1	The Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all proposed telephones and related services equipment in good working order and in compliance with the equipment manufacturer’s specifications throughout the term of the contract. No charge may be made to the County for maintenance of the system.			
C2	The Contractor shall provide telephone equipment personnel who have been fully trained, manufacturer certified, and/or qualified on the equipment and software to be serviced.			
C3	The Contractor shall be responsible for all ongoing and routine maintenance of the system hardware and software.			
C4	The Contractor shall be responsible for determining whether a line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or the Contractor’s equipment. When the Contractor determines the agency responsible for failure, then the Contractor must contact the responsible agency and negotiate the desired services at no cost to the County. If the failure is determined to be the fault of the Contractor’s equipment hardware, software, or wiring, the Contractor at no cost to the County shall correct the problem.			
C5	The Contractor shall develop a log for pay phone inspections and maintenance work performed, and shall submit the log annually or as required by the County.			
C6	Maintenance personnel supporting the proposed equipment, services, and/or software shall have at least six (6) months experience servicing the equipment, services, and/or software included in the Contractor’s proposal.			
C7	An adequate inventory of spare parts shall be kept in Nevada County to be immediately available for emergency repairs to allow for the necessary operation of the proposed equipment, services, and/or software.			
C8	Maintenance personnel shall respond and resolve normal repair requests within six (6) hours from time of notification and, if necessary, be on-site within six (6) hours, Monday through Friday, 0800 to 1700 hours.			

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
C9	For normal repair requests on weekends, 1700 hours Friday to 0800 hours Monday, County holidays, and for Monday through Friday from 1700 to 0800 hours, the Contractor shall isolate and correct any problem within twelve (12) hours. In the event that a problem cannot be solved within the twelve-hour period, the Contractor must contact the County and propose a plan to correct the problem. The proposed solution must meet with the satisfaction and agreement of the County.			
C10	Maintenance personnel shall respond to an emergency request and be on-site, if necessary, within four (4) hours from the time of notification from the County. An "emergency request" will be limited to events that cause the non-operation of over 50% of the phones, the lack of ability to record or conference in third parties, any single site becoming non-operational, or any other failure that severely limits the proper use of the phone system.			
C11	Contractor shall maintain a toll-free customer service telephone number which shall be answered 24 hours a day, 7 days a week by a live operator capable of responding to the County's customer service needs.			
C12	The Contractor shall notify the County at least five (5) working days 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. The Contractor shall perform any work required at a time mutually agreeable with the County.			
C13	The Contractor shall provide a point of contact for handling complaints, and shall provide escalation names and phone numbers to the County within ten (10) working days after award of contract. The Contractor shall provide the County with regular updates to this information over the course of the contract.			
C14	All service requests, other than repair or emergency requests shall be completed within two (2) weeks from the time the request is made to the Contractor unless otherwise requested or negotiated.			
C15	Upgrades shall be kept current with other correctional agency upgrades throughout California. When another agency's system is upgraded during the term of the County's contract, then the County's system shall be upgraded to the same level as the other institution. These upgrades will be at no cost to the County if the upgrades are also provided to the other institutions at no cost.			

ATTACHMENT D: SYSTEM REQUIREMENTS QUESTIONNAIRE

This Attachment lists Nevada County's System Requirements for Inmate Tablet Services. Though the term "requirements" is used here, the County understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	System Requirements	Complies Fully	Does Not Comply	Complies with Exception
D1	The system has a track record of significant user engagement (over 70%) with tablets on a weekly basis.			
D2	The Service provides the County the ability to download forms and programs onto the tablet with the ability to track and document program completion and/or document review and acknowledgement.			
D3	The tablet provides over 10,000 hours of educational and exploratory content, and over 200 full courses within the learning platform.			
D4	The tablet platform allows facility staff to add and customize coursework and localized materials.			
D5	The system includes an administrative platform with unique user authentication and tiered role privileges.			
D6	The administrative platform provides the facility with the ability to monitor course engagement, responses, and completion rates, both at the user and facility level.			
D7	The service provides a diverse educational platform that will be available to formerly incarcerated individuals and affiliated agencies (e.g., probation, parole, adult education) on any hardware platform (Android or iOS phone, Android or iOS tablet, Chromebook, laptop, desktop) for purchase and continued use after an inmate's release.			
D8	The education suite includes a library of titles focusing on educational, treatment and vocational courses (e.g., literacy, ESL, GED, college prep, and cognitive therapy; parenting and interview skills, workplace readiness and soft/life skills training).			
D9	The educational suite provides college/postsecondary courses with course credits widely accepted nationally by over 1,000 colleges and universities.			
D10	The system provides vocational training for a variety of industry recognized job certifications.			
D11	The tablet service provides content supporting inmate re-entry including; video based courses on workplace etiquette and the application process, job skill programs and job interview simulation.			
D12	Tablet provides life skill and rehabilitative content, including anger management, cognitive behavioral therapy, parenting while incarcerated, substance abuse treatment, meditation, emotional development and more.			

ID	System Requirements	Complies Fully	Does Not Comply	Complies with Exception
D13	The service provides incentive-based programming, allowing inmates the ability to earn entertainment content through engagement with educational content. This program ideally leads to more time spent on educational content rather than entertainment.			
D14	The programming curricula meet evidence-based or promising practice interventions standards, address criminogenic needs, and are designed to attempt to reduce recidivism.			
D15	The tablet service demonstrates that the educational solution is scalable as to both content and the user community.			

ATTACHMENT E: HARDWARE SPECIFICATIONS QUESTIONNAIRE

This Attachment lists Nevada County’s hardware specifications for Inmate Tablet Services. Though the term “specifications” is used here, the County understands that some compromises may need to be made in service functionality in order to select the service that will best meet our needs. Please complete this questionnaire, indicating whether your hardware specifications comply with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Hardware Specifications	Complies Fully	Does Not Comply	Complies with Exception
E1	Equipment provided by Contractor is designed for the correctional environment and has no removable parts.			
E2	Tablet devices are either tamper-proof or become inactive when tampered with and/or removed from designated secure areas.			
E3	Mobile charging carts are provided for secure storage that can be rolled with ease from one unit to another and equipped to hold tablets with carrying cases.			
E4	Tablet is securely cased in hardware that employs chemical and physical bonding to prevent access to the tablet.			
E5	Tablet does not have ability to take photographs, even if to log onto device.			
E6	Tablet screen size is between 7 inches and 10 inches.			
E7	Tablet includes custom software and firmware by the OEM that prevents device tampering, eliminates all background application functionality, and removes external menus, options and input areas.			
E8	Contractor provides a software solution that is web-based only and optimized for modern web browsers with common HTML5 and Java plug-ins/extensions.			
E9	A mobile device management platform tailored for correctional usage is included.			
E10	Tablets are not specific to any one user. The system requires unique logins for inmates to access their account from any device.			
E11	Tablet provides accessibility features that support individuals with disabilities. Contractor provides the County with regular updates to this information over the course of the contract.			
E12	Tablets are Contractor-neutral and able to integrate with any third-party native Android application.			
E13	Tablet is capable of integrating with the County’s Jail Management System (EIS), Inmate Trust Accounts (TouchPay), and Inmate Commissary Systems (Aramark), at no cost to the County, including mobile interfaces.			
E14	Tablet has a proven track record and ability to incorporate web or native Android applications of potential new commissary vendors.			

ID	Hardware Specifications	Complies Fully	Does Not Comply	Complies with Exception
E15	Tablet is equipped for date tracking for investigatory and security measures for facility staff.			
E16	Tablet system provides the facility with regular detailed reports on usage, including log in days and times for users, courses taken and completed, specific course submissions, scores and other metrics both at the individual user and facility level.			
E17	The provider will install a managed and secure "dedicated" network throughout the facility that is wholly independent from the County's existing network.			
E18	Tablets will provide secure and managed wireless connectivity via 802.11n or 802.11ac standards on 2.4Ghz or 5Ghz bands, while providing no access to public-facing internet. Contractor will provide 802.11n or 802.11ac, beamforming access points which must be powered by power over Ethernet (802.3at).			
E19	Tablet will provide managed secure connectivity for all wide area networking via managed private connection methods such as point to point VPN's or MPLS.			
E20	Contractor will provide a content delivery network (CDN) appliance on premise to deliver content to tablet users in order to reduce overall WAN bandwidth needs and costs.			
E21	All applications must be hosted securely and connections are resilient (load balanced, high availability, and/or failover).			

ATTACHMENT F: POST-IMPLEMENTATION REQUIREMENT QUESTIONNAIRE

This Attachment lists Nevada County’s Post Implementation requirements for Inmate Tablet Services. Though the term “requirements” is used here, the County understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Post Implementation Requirement	Complies Fully	Does Not Comply	Complies with Exception
F1	An inmate and staff training/orientation plan will be provided that involves on-site training of all inmate users and staff. Training documents will be provided for personnel at the WBCF in the use of the system at no cost to the County.			
F2	A variety of manuals, including but not limited to operational, technical, training and professional development manuals that outline all information necessary for successful program use will be provided.			
F3	A dedicated account manager will be provided for ongoing customer service support throughout the duration of the contract.			
F4	The tablet will provide the ability for users to report issues and provide feedback directly to Contractor.			
F5	A return and RMA process is in place for replacement of malfunctioning or damaged hardware.			
F6	Upgrades shall be kept current with other correctional agency upgrades throughout California. When another agency’s system is upgraded during the term of the County’s Contract, then the County’s system and devices shall be upgraded to the same level as the other institution. These upgrades will be at no cost to the County if the upgrades are also provided to the other institutions at no cost.			
F7	Contractor shall maintain a toll-free customer service telephone number which shall be answered 24 hours a day, 7 days a week, by a live operator capable of responding to the County’s customer service needs.			
F8	The Contractor shall provide a point of contact for handling complaints, and shall provide escalation names and phone numbers to the County within ten (10) working days after award of contract. The Contractor shall provide the County with regular updates to this information over the course of the contract.			
F9	The Contractor shall replace broken or inoperable equipment at no cost to the County. All shipping costs will be incurred by the Contractor. Replacement tablets and/or parts will be provided within one (1) week of notification by the County to Contractor of inoperable equipment.			

ATTACHMENT G: SYSTEM FEATURES AND SUPPORT REQUIREMENTS QUESTIONNAIRE

This Attachment lists Nevada County’s System Features and Support Requirements for a Video Visitation Solution. Though the term “requirements” is used here, the County understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
G1	Ability to automatically verify the visitor’s computer hardware and connectivity, to ensure they are functioning properly prior to each visit. The verification should include connection speed, audio, and web camera connection.			
G2	Ability to accommodate the completion of video visitation sessions for hearing impaired inmates. Please provide detail on the proposed process.			
G3	Online storage will provide the County with 90 days of video visitation sessions.			
G4	Ability to automatically archive all visitation sessions onto the Contractor-provided workstations and/or storage device(s) without loss of file integrity, on a routine basis; the County prefers the automatic archive occur every 30 days.			
G5	Ability to split the audio and video of each video visitation session into independent data files.			
G6	The system shall be capable of taking an individual video visitation station out of service without affecting other video visitation stations. The County must be able to shut down the VVS quickly and selectively via a workstation, the VVS user application and/or by cut-off switches at several locations including, but not limited to: <ul style="list-style-type: none"> a. All video visitation stations b. By central control center—select video visitation stations c. By select housing units 			

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
G7	<p>The VVS must be capable of showing real time activity on a control workstation. The control workstation shall have the capability to allow administrative functions in connection with the VVS, including, but not limited to:</p> <ul style="list-style-type: none"> a. Set user ID b. Set password c. Set roles and associated tasks d. Capture the user’s first, middle and last name e. Allow for live monitoring of all visits simultaneously (excluding attorney visits) f. Manually terminate sessions g. Report status of all video visitation stations (whether idle or offline) h. Configure the type of video visitation station to which an inmate has access 			
G8	<p>Remote access to the VVS shall be provided at no additional cost. The provision of remote access shall allow the County the same features and functionalities permitted by the user’s level of access as available on the control workstation.</p>			
G9	<p>An uninterrupted power supply source shall be provided to ensure there is no loss of recorded sessions or real time data in the event of a power failure.</p>			
G10	<p>Contractor shall be responsible for all costs associated with any additional wiring needed by the County to ensure the power requirements are met for the VVS.</p>			
G11	<p>Contractor shall provide the County with written notice, including detailed information, of any new VVS software upgrades or features within 30 days of the introduction of the new software or features into the industry.</p>			
G12	<p>County will be provided with software upgrades as they become available and at no additional cost.</p>			
G13	<p>Contractor shall perform extensive testing on all system changes or upgrades prior to introducing them to the County. At a minimum, this shall include the following:</p> <ul style="list-style-type: none"> • Extensive testing on a system identical to the VVS at WBCF • Network testing • Configuration / setting preservation testing • Video visitation session processing for onsite and remote • Required interfaces 			
G14	<p>Contractor shall receive written permission from the County before scheduling or proceeding with any functionality changes to the VVS, especially if the changes will cause an interruption in service.</p>			
G15	<p>The County, at its option, shall have a minimum of 30 days to notify inmates of any VVS changes that affect the inmates or the end-users.</p>			

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
G16	Contractor shall work with the County to schedule changes and/or upgrades during a time when the video visitation stations are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with the County to implement the changes or upgrades to the VVS to avoid an interruption in service.			
G17	Contractor shall provide the necessary labor, parts, materials, and transportation to maintain all video visitation stations in good working order and in compliance with the equipment manufacturer's specifications. No charge shall be made to the County for maintenance of the VVS.			
G18	Repairs or replacements of nonworking or damaged equipment or software shall be started by a qualified technician within four (4) hours following notification of a service request and/or VVS failure.			
G19	Contractor will exhibit a best-effort approach for completion of repairs or replacement during the first twenty-four (24) hours following notification of a problem.			
G20	Contractor shall notify the County any time a technician is dispatched.			
G21	Contractor shall notify the County of progress and/or delays in progress until the problems are resolved.			

ATTACHMENT H: BILLING SYSTEM REQUIREMENTS QUESTIONNAIRE

This Attachment lists Nevada County’s requirements for the Billing System for a Video Visitation Solution. Though the term “requirements” is used here, the County understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
H1	The VVS shall have the capability to charge for visits when an inmate has exceeded his/her established free visit quota, if applicable.			
H2	The VVS shall have the capability to:			
H3	Differentiate between professional visitors (i.e. public defenders vs. attorneys).			
H4	Allow for free visits for a particular visitor (e.g., public defenders).			
H5	Allow visitation charges to be charged per minute or per visit.			
H6	Dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.			
H7	Automatically refund a visitor for a charged visit that has been cancelled as a result of: <ul style="list-style-type: none"> • Inmate release • Inmate transfer • County imposed restriction • Station unavailability • County event (example: weather closure, module or building lockdown) 			
H8	The VVS shall allow authorized County staff to override or refund visitation charges.			
H9	The VVS has the capability to show that a successful visit occurred.			
H10	Contractor shall refund all visitation charges if visitation is dropped due to Contractor network issues.			
H11	Contractor shall provide an option for an itemized receipt for all transactions and charges for all remote video visits.			

ATTACHMENT I: SCHEDULING FEATURE REQUIREMENTS QUESTIONNAIRE

This Attachment lists Nevada County’s requirements for Scheduling Features for a Video Visitation Solution. Though the term “requirements” is used here, the County understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
11	A web-based scheduling application allowing remote and onsite visitors (general public and professional) to register and schedule visits using a standard internet browser and internet connection.			
12	Allow the County to schedule onsite visits for a particular inmate, video visitation station, and date and time.			
13	Allow the County to schedule remote visits for a particular inmate and visitor.			
14	Allow the County to establish and manage approved visitor lists for selected housing units and/or selected inmates.			
15	Allow the County to approve or deny a registered visitor.			
16	Provide an email notification to the visitor of an approved or denied registration.			
17	Capability to limit video visitation visits from being scheduled with an inmate until the County has approved the visitor’s registration.			
18	Capability to schedule a “no visitations” event with customizable durations for an inmate, video visitation station, station group, and/or housing unit.			
19	Scheduler is configurable to allow County staff to set the video visitation schedule availability for specific times of day and days of the week.			
110	County staff shall have the capability to view and edit the schedule availability at any time.			
111	Capable of limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits per inmate per week or month.			

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
112	Ability for the County to create the following restrictions for the visitor and inmate with customizable durations: <ul style="list-style-type: none"> • Restrict a visitor from visiting certain inmate(s) • Restrict an inmate from visiting a minor • Restrict an inmate from visiting ALL visitors • Restrict a visitor from visiting ALL inmates • Restrict an inmate from having remote visits (allow onsite visits only) • Restrict an inmate from visiting at the same time as another inmate • Restrict a visitor from visitation at the same time as another visitor 			
113	Capability to set the age requirements for visitors during the registration and scheduling process.			
114	Allows the County to designate a visitor an attorney (or other professional type of visitor).			
115	Configurable to set different scheduling rules for staff scheduling visits vs. public scheduling remote video visits.			
116	Capability for staff to create an unscheduled visit/video visitation station connection where the inmate's and visitor's information is not required and/or visitors have not registered.			
117	Capability for scheduling to be done on a smart phone or other mobile device. If the VVS currently does not have this capability, provide information on its research and development progress.			
118	Ability for the bar code on the inmate wristband to be validated for verification of the inmate's identity to begin the registration process and to schedule a visit. (Identify any alternative methods available for inmate identification.)			
119	Capability for visitor to log in using their unique visitor ID or their email address and password.			
120	Capability to auto-populate the section in which the inmate is housed when the visitor is scheduling a video visitation visit with a particular inmate for onsite and remote video visitation visits.			
121	Allows for public and attorney (or other professional) type scheduling in both English and Spanish.			
122	Capability for staff to view and print current and future daily scheduled video visitation visits.			
123	Capability for inmates to schedule and review scheduled video visits from the inmate visitation station(s).			

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
I24	Capable of requiring visitors to capture a picture and/or upload a valid photo ID in order to complete the registration process, with images stored within the application for authenticating visitors during visits.			
I25	Capable of tracking all inmate housing unit assignments, movements, and releases.			
I26	Capable of rescheduling all visits associated with the inmate if the inmate has changed housing units to avoid the cancellation of visits.			
I27	Automatically cancels all visits associated with an inmate if the inmate gets released.			
I28	Capable of sending the end-user an email or text notification confirming the scheduled, canceled, or status of visit.			
I29	Capable of sending an automated phone message to the end-user if a visit is cancelled.			
I30	Requires the end-user to acknowledge and agree to terms and conditions associated with the County's visitation policies prior to scheduling or initiating a visit.			
I31	Supports a configurable buffer time in between visit times (15 minute minimum).			
I32	Provides internet test capability to incoming remote video visitors.			
I33	Assists all visitors through the registration and test process to ensure connectivity at the time of a scheduled video visitation visit.			

ATTACHMENT J: REPORTING AND TRACKING REQUIREMENTS QUESTIONNAIRE

This Attachment lists Nevada County’s requirements for Reporting and Tracking features for a Video Visitation Solution. Though the term “requirements” is used here, the County understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
J1	Provides specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria: <ul style="list-style-type: none"> • Inmate ID number • Inmate name • Visitor name • Date and time of visit • Inmate video visitation station • Daily, weekly and monthly visit statistics 			
J2	Allows the County to:			
J3	Review and edit visitor/inmate general information			
J4	Review visitation history			
J5	View and download visitation detail records and recordings			
J6	Review warrant check results			
J7	Create, edit, and remove restrictions			
J8	Create, edit, and remove events			
J9	Create, edit, and remove approved visitors/inmates			
J10	Allows the County to validate account holder status.			
J11	Allows the County to validate number of pre-paid deposits and associated amounts.			
J12	Allows the County to generate reports identifying, at a minimum: <ul style="list-style-type: none"> • Method of payment • Inmates from which VVS sessions are completed • The number of completed video visitation sessions with an associated date and time • Any pre-paid funding fees and other applied charges and taxes 			
J13	Displays upcoming and in progress visit information on one or multiple monitors and/or VVS stations.			
J14	Allows the County to configure information for display on the VVS stations.			
J15	Displays upcoming daily visit information on the inmate VVS station screens, e.g., inmate name, time of visit, etc.			

ATTACHMENT K: MONITORING AND RECORDING REQUIREMENTS QUESTIONNAIRE

This Attachment lists Nevada County's requirements for Scheduling Features for a Video Visitation Solution. Though the term "requirements" is used here, the County understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
K1	Provide one (1) monitoring workstation at the WBCF which will allow multiple viewings of current and/or recorded visits.			
K2	Contractor-provided monitoring workstation shall allow the County complete control of all onsite and remote visitation sessions and allow for the County to monitor multiple, simultaneous visits.			
K3	Web-based access by County staff with verified credentials to monitor and/or view recorded video visitations.			
K4	Capability for simultaneous, live monitoring of any video visit (unless the visit is not recorded). This includes the inmate and end-user sides of the conversation as well as the audio and video components.			
K5	System comprehensively records all audio and video visitation sessions. At a minimum, it shall have the capability to play back a recorded session. This includes the inmate and end-user sides of the visit.			
K6	VVS automatically starts each video visit at the designated start time without the need of County staff involvement.			
K7	Capability to require inmates and visitors to be viewed by County staff 3 to 5 minutes prior to the scheduled video visitation visit to confirm both parties are present and are the scheduled parties for the session.			
K8	Capability to provide an indicator which identifies all active and inactive VVS stations to assist County staff with ensuring sessions are connected to active stations.			
K9	Capability of real time video check-in with audio and video to determine visitor authenticity for all remote video visits.			
K10	Capability to allow County to determine if a visit is to be cancelled if the visitor does not check in on time or after a set amount of time, and if the visit will count against the inmate's visitation quota.			
K11	Capability to automatically attempt to reconnect stations if connectivity is lost.			
K12	Capability to limit the number of simultaneous remote video visits.			

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
K13	VVS allows for the following: <ul style="list-style-type: none"> • Stop, pause and restart any live visit • Allow County to enter comments or add notes to a completed visit record • Allow County to customize the number of visits per screen and the page rotation duration on the Contractor-provided workstation and via remote access 			
K14	Ability to display an onscreen countdown clock timer on the inmate and visitor video visitation stations.			
K15	During playback or live monitoring, the VVS shall be capable of providing the user with a “picture-in-picture” view of the inmate and visitor.			
K16	The VVS must allow for authorized County staff to interrupt the visit and communicate directly with the inmate. The authorized communication from the County shall be displayed to the inmate and visitor and shall be stored with the recording for that visit.			
K17	The VVS shall include an alert system that will detect visits made by a particular inmate or visitor.			
K18	The VVS must be capable of permitting full monitoring and recording of all video visitation sessions from any video visitation station unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client or other professional type restrictions. The VVS must have the capability to exclude those sessions.			
K19	Capability to allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded.			
K20	Capability to allow authorized users to download a recorded file(s) and/or view recordings from within the VVS application.			
K21	Retention for all video visits (not including attorney visits) shall be for at least one year and be modifiable to match County retention policies.			
K22	Contractor shall provide the County the ability to verify that retained items are being held for at least one year or as required by County retention policies.			
K23	Contractor shall provide the County the ability to verify that retained items are being deleted after one year or as required by County retention policies.			

ATTACHMENT L: PERSONAL SERVICES CONTRACT (SAMPLE)
PERSONAL SERVICES CONTRACT
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Contractor Name _____

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Description of Services** _____

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** _____
 (§3) **Contract Beginning Date:** _____ **Contract Termination Date:** _____
 (§4) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies: Req'd Not Req'd

(§6)	Commercial General Liability (\$1,000,000)	_____	_____
(§7)	Automobile Liability (\$ 300,000) Personal Auto	_____	_____
	(\$1,000,000) Business Rated	_____	_____
	(\$1,000,000) Commercial Policy	_____	_____
(§8)	Worker's Compensation	_____	_____
(§9)	Errors and Omissions (\$1,000,000)	_____	_____

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26) **Contractor:** _____ **County of Nevada:** _____

Contact Person: _____ Contact Person: _____
 () _____ () _____
 e-mail: _____ e-mail: _____

Contractor is a: (check all that apply)

Corporation:	_____ Calif.,	_____ Other,	_____ LLC,	_____ Non-profit
Partnership:	_____ Calif.,	_____ Other,	_____ LLP,	_____ Limited
Person:	_____ Indiv.,	_____ Dba,	_____ Ass'n	_____ Other

EDD: Independent Contractor Worksheet Required: _____ Yes _____ No
HIPAA: Schedule of Required Provisions (Exhibit D): _____ Yes _____ No

ATTACHMENTS

Designate all required attachments: Req'd Not Req'd

Exhibit A: Schedule of Services (Provided by Contractor)	_____	_____
Exhibit B: Schedule of Charges and Payments (Paid by County)	_____	_____
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	_____	_____
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	_____	_____

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating

(FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

- (i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall

be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.