

COUNTY OF SANTA CLARA, CALIFORNIA



**REQUEST FOR PROPOSAL
FOR
JAIL INMATE SERVICES PROGRAM
RFP NUMBER: RFP-PRO-FY18-0078**

**ISSUE DATE:
NOVEMBER 22, 2017**

**PROPOSALS DUE:
JANUARY 11, 2018**

**PROCUREMENT DEPARTMENT
2310 North First Street, 2nd Floor
San Jose, CA 95131**

**Procurement Officer: Michele McCarthy
Telephone: 408-491-7494
Email: michele.mccarthy@prc.sccgov.org**

TABLE OF CONTENTS

I. INTRODUCTION	3
II. PROJECT SCOPE	6
III. TIMELINE	9
IV. EVALUATION.....	13
V. RESPONSE FORMAT AND ORGANIZATION.....	15
VI. REQUIREMENTS AND PROPOSER'S SUBMITTAL	17

APPENDICES

All applicable Appendices must be submitted with the proposal.

APPENDIX A: INMATE CALLING SYSTEMS
A.1 TECHNICAL REQUIREMENTS AND RESPONSE FORM
A.2 FUNCTIONAL REQUIREMENTS AND RESPONSE FORM
A.3 PROGRAM OBJECTIVES AND PROGRAM DEPLOYMENT RESPONSE FORM
A.4 PROPOSAL COST RESPONSE FORM

APPENDIX B: INMATE TABLET SERVICES PLATFORM
B.1 TECHNICAL REQUIREMENTS AND RESPONSE FORM
B.2 FUNCTIONAL REQUIREMENTS AND RESPONSE FORM
B.3 PROGRAM OBJECTIVES AND PROGRAM DEPLOYMENT RESPONSE FORM
B.4 PROPOSAL COST RESPONSE FORM

APPENDIX C: NON-COLLUSION DECLARATION

APPENDIX D: DECLARATION OF LOCAL BUSINESS, *IF APPLICABLE*

APPENDIX E: DECLARATION OF COMPLIANCE WITH WAGE THEFT PREVENTION POLICY

APPENDIX F: PROPOSER'S TERMS AND CONDITIONS

The following Appendices are to be submitted separately from and prior to the proposal submittal and in accordance to the Schedule of Events as indicated in this RFP.

APPENDIX G: TEMPORARY SECURITY CLEARANCE

APPENDIX H: INTENT TO RESPOND

ATTACHMENTS

All Attachments below are for reference only and are not required to be submitted with the proposal

ATTACHMENT 1: CONDITIONS GOVERNING THE PROCUREMENT
ATTACHMENT 2: **SAMPLE** COUNTY OF SANTA CLARA TERMS AND CONDITIONS
ATTACHMENT 3: INSURANCE REQUIREMENTS
ATTACHMENT 4: SANTA CLARA COUNTY IT VENDOR SECURITY ASSURANCE REQUIREMENTS
ATTACHMENT 5: COUNTY TRAVEL POLICY
ATTACHMENT 6: JAIL FACILITIES TOUR INFORMATION
ATTACHMENT 7: DESIRED FEATURES AND FUNCTIONALITIES
7.1.1 INMATE CALLING SYSTEMS - TECHNICAL
7.1.2 INMATE CALLING SYSTEMS - FUNCTIONAL
7.2.1 INMATE TABLET PLATFORM - TECHNICAL
7.2.2 INMATE TABLET PLATFORM - FUNCTIONAL

I. INTRODUCTION

A. INVITATION

The County of Santa Clara ("County") Sheriff's Office ("SHO" or "Department") is seeking proposals from prospective providers utilizing current technology and equipment to institute a portion of the Jail Inmate Services Program (JISP) for the County. The Contractor is expected to provide JISP services including program deployment, which includes implementation, transition, training, and on-going support and maintenance.

The County envisions the JISP to be multi-part. This request for proposal (RFP) initially covers two (2) streams of Jail Inmate Services Program for inmates housed in the County's correctional facilities:

- 1) Inmate Calling Systems (ICS)
- 2) Inmate Tablet Services Platform (ITSP) (hardware and installed software)

The selected Contractor(s) shall provide the program services in three (3) County facilities: the Main Jail complex in San Jose for male inmates; the Elmwood Correctional complex in Milpitas for male inmates and a separate facility also at Elmwood for the female inmates. All costs incurred in the provision of program services shall be the responsibility of the Contractor(s) including but not limited to equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, set-up and any other implementation services necessary to furnish the County with current technology and equipment to meet the specifications herein.

Only one submittal will be accepted from proposers. However, that submittal may include a proposal for one (1) or two (2) of the above specified streams.

There will be two (2) separate evaluations of proposals for the two (2) streams. This RFP may result in a single or multiple awards. The County reserves the right to award in full or in part for a proposal submitted. If there are multiple awards, awards may not be given concurrently. The County intends to award a contract(s) with a term of up to three (3) years, with the option by County to renew for two (2) additional one (1) year terms, unless terminated earlier or otherwise amended.

A mandatory tour of the jail facilities will be held on the date and time specified in Section III.A of this RFP. All proposers must attend the tour. The maximum number of participants per proposing entity is two (2). The County may consider accommodating a third participant depending on total group size and available slots. A security clearance is required by the Sheriff's Office for all persons entering the jail facilities. All entities intending to participate in the tour are required to submit a TEMPORARY SECURITY CLEARANCE request form found in APPENDIX G of this RFP, listing the specific participants. Please complete the form and return via email to the Procurement Officer on or before the due date and time specified in this RFP.

A mandatory pre-proposal conference will be conducted directly following the tour. All proposers must attend the pre-proposal conference. While the RFP is comprehensive, there will be further information and details about the project disclosed at the pre-proposal conference which may not be captured in the solicitation documents.

INTRODUCTION

Proposers intending to respond to this solicitation should submit APPENDIX H, INTENT TO RESPOND, via email to the Procurement Officer, on or before the due date and time specified in this RFP. Sending the INTENT TO RESPOND does not mandate a response nor prohibit a response to the RFP by the due date and time.

B. BACKGROUND

1. County of Santa Clara

Santa Clara County (SCC) is the fifth most populous County in California, with a population of nearly 1.9 million people. The County contains fifteen cities, encompassing approximately 1,300 square miles, which have large concentrations of electronics, research and manufacturing firms. Santa Clara County is the fifth-largest County government in the State and has an estimated workforce of 21,000.

The County provides a wide range of services to its residents. The services include general government, public protection, roads maintenance, health care, public assistance, fire protection, libraries, sanitation, and general aviation airports. The County also operates "enterprise" programs, which charge fees to customers, residents, clientele and patients for services. Two examples are the Santa Clara Valley Medical Center (VMC) and the County airports.

Policy making and legislative authority are vested in the County Board of Supervisors, which consists of an elected supervisor from each of the County's five districts. The Board's responsibilities include passing ordinances, adopting the Budget, appointing committees and appointing the County Executive who manages the day to day operations of the County. For more information please go to www.sccgov.org.

2. Sheriff's Office (SHO)

The Santa Clara County Sheriff's Office manages the fifth largest jail system in California, and is considered one of the 20 largest systems in the United States. In 2015, the County housed and cared for an average of 3,638 inmates a day. Approximately 65,000 arrestees are booked into the Main Jail annually. The average length of stay is about 110 days, and a significant percentage of the inmate population has a history of drug or alcohol related problems.

Inmates are housed in one of three facilities: the Main Jail complex in San Jose for male inmates; the Elmwood Correctional complex in Milpitas for male inmates and a separate facility also at Elmwood for the female inmates. The County Board of Supervisors has approved construction of a new jail addition to the Main Jail complex that will replace one of the older sections of the Jail and add approximately 200 additional beds and program space.

The Sheriff's Office is also responsible for the management of inmates who are sentenced but serving time out of custody such as those ordered to work programs or those qualified under California Assembly Bill 109 and are supervised by the Custody Alternative Supervision Unit (CASU).

The Sheriff's Office manages local, regional and statewide law enforcement systems primarily for the law enforcement agencies in the County of Santa Clara, but also for Santa Cruz, San

INTRODUCTION

Benito and Monterey counties. Notwithstanding, the Sheriff's Office is mandated to adhere to the FBI's Criminal Justice Information Services (CJIS) policy and the California Law Enforcement Telecommunications System (CLETS) Policies Practices & Procedures (PPP) in order to maintain and provide authorized CLETS access to the agencies we support. The Sheriff's Office is the Department of Justice (DOJ) appointed Control Agency in Santa Clara County for CLETS. As a result, there are 48 local, federal and state Law Enforcement agencies operating in Santa Clara County and that connect to CLETS through the Sheriff's Office data center. Being the control agency for CLETS also makes the Sheriff's Office responsible for the 48 agencies adherence to the CJIS and CLETS policies as they relate to the CLETS connections and dissemination of CLETS information.

Further information about the Santa Clara County Jail can be found on its website - <https://www.sccgov.org/sites/sheriff/Pages/sheriff.aspx>

3. Information Services Department (ISD)

The Information Services Department (ISD) performs information and technology systems planning, development, acquisition, implementation, support and maintenance for a majority of County Departments. ISD provides a comprehensive array of services:

a. Application Services

- Strategy
- Software Solutions
- Information Technology Sourcing
- Support (Business Analysis, Project Management, Data Analytics)

b. Technical Services

- Data Center Operations
- Hosting Services (Mainframe, Servers, Storage, Backup/Recovery, System Administration, Database Administration)
- Customer Service (Help Desk)
- Field Support (Employee Devices, Software, Hardware)
- Network and Telecommunications infrastructure

II. PROJECT SCOPE

A. Program Objectives

County goals related to the implementation of the Jail Inmate Service Program include:

- **Reduce Recidivism:** By providing educational and well-being on-line content as well as other useful resources through the inmate tablet platform, can be reduced from their current levels.
- **Reduce Cost:** Within the constraints of all applicable legal requirements and government agency mandates, the primary objective of this RFP is to achieve the lowest possible call and tablet computer based services costs for inmates, called parties and the County, while providing cost recovery to the Contractor.
- **Increase Operational Efficiency:** Improve accountability and efficiency by utilizing tablets for inmate-initiated processes.
- **Improve Customer Service:** Establish and maintain an open line of communication where the end-users, at all levels, can have their concerns addressed with an appropriate and meaningful resolution.

The County seeks fully operational inmate calling services (Inmate Calling Systems) and service-enabled tablets for inmate use (Inmate Tablet Services Platform). Training for inmates, technicians, and support staff is required of the successful provider(s).

The County is looking for a comprehensive solution that includes the following.

- **Usage Monitoring:** Being able to monitor calling device and tablet activity as necessary for the safety and security of the general public and our correctional facilities.
- **Optimization:** Achieving the highest possible performance, utilizing existing County infrastructure and including the maximum possible desirable and highly desirable system requirements requested.
- **System Administration:** The ability to administratively operate these systems, in an efficient manner, at all levels, from within the correctional facilities where they are installed.
- **Future Enhancements:** As technology improves, it is expected that the Inmate Calling Systems and Inmate Tablet Services Platform provided under this resultant contract will be constant candidates for enhancements with software upgrades, integration of service platforms and updated industry practices.

Proposed products and services shall comply with all Federal, State and local laws and regulations along with any policies from the County's Information Security Office. Proposed services shall meet American Disabilities Act (ADA) standards.

PROJECT SCOPE

B. Program Deployment

It is the intent of the County to have any resultant contract begin with a transition period of an as yet undetermined length, prior to the conclusion of the current contract. The transition period is intended to allow the selected Contractor(s) time to install, enable, and implement the infrastructure required to manage the Contractor's system, and provide the training required to operate the ICS and ITSP.

The selected Contractor(s) shall begin providing ICS and ITSP services immediately upon conclusion of the current Contractor's contract. The current ICS Agreement has an end date of November 15, 2018. The new ICS solution should be functional no later than October 31, 2018.

In the case of ITSP, the features not dependent on WiFi are expected to be functional by October 31, 2018, subject to negotiations.

C. Inmate Calling Systems (ICS)

Santa Clara County Sheriff's Office Department provides calling systems in the County's jail facilities: one (1) in San Jose, California, and two (2) in Milpitas, California.

The system currently consists of the following types of services and equipment:

1. Standard Inmate Telephones – 677 units
2. Visitation Telephones – 250 units
3. Telephone Devices for the Deaf (TDD) – 27 units
4. Portable Telephone Devices for the Deaf – 27 units
5. Portable Telephones with Amplified Handsets – 27 units

Current Contractor, GTL, provides inmates with Standard Inmate Telephone services by enabling local toll (intralata), long distance toll (interlata), interstate, intrastate, and international calling. Inmates have the ability to pay for these outbound calls using a personal fund account which is managed through services provided by the Department's commissary vendor, Aramark, and overseen by the County.

The County is seeking to:

1. Replace the current ICS services and equipment, and
2. Enable an electronic payment platform which either interfaces with or supports the commissary vendor's systems payment platform.

D. Inmate Tablet Services Platform (ITSP)

The Department also seeks services to provide tablet computers with software applications to be used by inmates in the Santa Clara County jail system ("Jail"). A small number of tablets are used by the Independent Defense Counsel Office for Discovery purposes, but no inmate tablet computer solution is currently in place for all inmates.

It is the vision of the Department that each inmate housed in the Jail should have access to a tablet computer for a portion of each day while in custody. The tablet should enable the inmates to perform the following basic activities and tasks:

1. Advance their education, at minimum to achieve a GED
2. Review the Inmate Handbook
3. Submit Inmate Requests
4. Place Commissary Orders
5. Submit Inmate Grievances

PROJECT SCOPE

If an activity uses WiFi, then it is strongly preferred that the County's Network/WiFi Infrastructure is utilized. Any proposed solution utilizing the County's WiFi needs to be compatible with an 802.11n network.

The Department envisions inmates will in the future be able to use the tablets to participate in rehabilitative programs, view and listen to entertainment content, complete training certification programs, place outbound calls, and perhaps other activities as yet un-identified.

Generally, Inmate Tablets are subject to the same standards of security and control applicable to ICS in this RFP, e.g.: inmate activities and use of the tablet computers are subject to monitoring, recording, and control by authorized Department personnel.

Inmate Tablets shall be used for services which are free to the inmate (at the County's determination) such as access to the Department's Inmate Handbook, as well as options for fee-based services.

The County is seeking a vendor to:

- 1) Provide an Inmate Tablets Services Platform, which includes:
 - a. Creating and implementing processes to manage inventory and distribution of the tablets and applications
 - b. Performing tablet maintenance, including:
 - i. Updating and managing the operating system (OS)
 - ii. Repairing and/or replacing the device
- 2) Provide an electronic payment platform which interfaces with, or supports the Department's contracted commissary vendor, Aramark.

E. Appendices

The following applies to both streams, Inmate Calling Systems and Inmate Tablet Services Platform:

- 1) Technical requirements (Appendices A.1 and B.1)
- 2) Functional requirements (Appendices A.2 and B.2)
- 3) Program Objectives and Program Deployment requirements (Appendices A.3 and B.3)

Appendices A.1, A.2, B.1, B.2, provide the minimum technical and functional requirement for ICS and ITSP for which the proposed products are able to meet or exceed in its current state.

Appendices A.3 and B.3 provide the detailed scope of work for desired professional services. Included in the scope of work are the following services and deliverables:

- Program Objectives
- Program Deployment
 - Project management, including project planning, staffing, progress reporting and change order management;
 - Transition services
 - Implementation services for the solution's key functional capabilities, including system configuration, testing and validation, functional testing, security assessment and compliance
 - Training for County staff, including product training and general knowledge transfer;

III. TIMELINE

This section of the RFP contains the anticipated schedule for the procurement and describes the procurement events as well as the conditions governing the procurement.

A. SCHEDULE OF EVENTS

The County will make every effort to adhere to the following *anticipated* schedule:

	EVENT	DATE
1.	Issue of RFP	11/22/2017
2.	Deadline to Submit Temporary Security Clearance for Jail Facility Tour	12/6/2017 3:00 pm Pacific Time
3.	Tour of the Jail Facilities and Pre-Proposal Conference	12/13/2017 8:00 am – 5:00 pm Pacific Time
4.	Deadline To Submit Written Questions	12/15/2017 3:00 pm Pacific Time
5.	Response to Written Questions/RFP Addendum Posted	12/20/2017
6.	Deadline to Submit Intent to Respond	12/22/2017 3:00 pm Pacific Time
7.	Submission of Proposals	1/11/2018 3:00 pm Pacific Time
8.	Proposal Evaluation	1/15/2018-2/2/2018
9.	Selection of Short List	2/9/2018
10.	Demonstration/Presentations	2/12/18 – 2/23/18
11.	Selection of Finalist(s)	March 2018
12.	Final Negotiations	March-April 2018
13.	Issue Notice of Intent to Award	April 2018
14.	Contract Approval and Execution	April 2018
15.	Commencement of Contract	May 2018

B. POINT OF CONTACT

The County has designated a Procurement Officer who is responsible for the conduct of this procurement whose name, address and telephone numbers are listed below:

Michele McCarthy
Procurement Department
2310 North First Street, 2nd Floor
San Jose, CA 95131

Telephone: 408-491-7494
E-mail: michele.mccarthy@prc.sccgov.org

Any inquiries or requests regarding this procurement must be submitted to the Procurement Officer in writing. Proposers may contact ONLY the Procurement Officer regarding this RFP.

TIMELINE

C. **EXPLANATION OF EVENTS**

1. **ISSUE OF RFP**

This RFP is being issued by the County of Santa Clara Procurement Department. Copies of this RFP including supporting documents may be obtained from <http://www.bidsync.com>.

2. **DEADLINE TO SUBMIT TEMPORARY SECURITY CLEARANCE FOR JAIL FACILITIES TOUR**

Submit The Temporary Security Clearance Form for each individual intending to participate in the Tours of Jail Facilities via email by the due date listed in Paragraph A of Section III to the Procurement Officer.

Individuals applying for Security Clearance will be notified whether approval to attend the Tour of the Jail Facilities has been granted.

3. **TOUR OF THE JAIL FACILITIES AND PRE-PROPOSAL CONFERENCE**

Participation at the Jail Facilities Tour and attendance of the Pre-proposal Conference is mandatory and is a prerequisite for submission of a proposal

Jail Facilities Tour date/time/location:

Date: December 13, 2017

Time: 8:00 am – 3:30 pm

Location: Main Jail

County of Santa Clara
150 West Hedding Street
San Jose, CA 95110

Please refer to ATTACHMENT 6: JAIL FACILITIES TOUR INFORMATION for Jail facilities rules, visitors advisory, tour tips, tour itinerary, driving directions and parking instructions.

The mandatory Pre-Proposal Conference will immediately follow the tour.

Date: December 13, 2017

Time: 3:30 pm – 5:00 pm

Location: Elmwood Correctional Facility

County of Santa Clara
945 Thompson Street
Milpitas, CA 95035

No audio, video, or written, transcript record of the proceedings of this pre-proposal conference will be available after its conclusion. The County will make every effort to tabulate a list of all questions and responses at the pre-proposal event but does not guarantee that the list will include every question asked at the event. A list of vendors attending the pre-proposal conference may be made available after the conclusion of the event.

TIMELINE

4. **DEADLINE TO SUBMIT WRITTEN QUESTIONS**

Submit all written questions via email or www.bidsync.com by the due date listed in Paragraph A of Section III to the Procurement Officer. Questions submitted in any other manner or format will not be responded to.

5. **RESPONSE TO WRITTEN QUESTIONS /RFP ADDENDUM POSTED**

Questions received prior to a scheduled pre-proposal conference may be responded to at the conference. Answers to all written questions received by the deadline and any material change to the RFP will be listed on an addendum to the RFP and posted on <http://www.bidsync.com> on the date mentioned in Paragraph A of Section III. Additional written questions must be received by the Procurement Officer no later than two (2) days after the addendum is posted. The County will respond in a timely manner by including an addendum to the RFP posted on www.bidsync.com. Thereafter, the County does not guarantee a response. The County, however, reserves the right to post additional addenda until the RFP closing date and time.

6. **DEADLINE TO SUBMIT INTENT TO RESPOND**

Pursuant to the INTRODUCTION section of this RFP, Proposers intending to participate in the solicitation should submit via email, APPENDIX H, INTENT TO RESPOND, to the Procurement Officer at the due date as specified in Section III.A, Schedule of Events.

7. **SUBMISSION OF PROPOSALS**

Proposals must be received **no later than the deadline specified in Paragraph A of Section III**. Proposals must be addressed to and received at the place listed below. All received proposals will be time stamped.

Michele McCarthy, Procurement Officer
RFP-PRO-FY18-0078
PROCUREMENT DEPARTMENT
2310 North First Street, 2nd Floor
San Jose, CA 95131

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP # and title as referenced on the cover page. Packages will be accepted between the hours of 8 am to 5 pm Pacific Time.

8. **PROPOSAL EVALUATION**

An Evaluation Committee will review and evaluate the proposals and make a recommendation as to which Proposer(s) to move to the next round of evaluation.

9. **SELECTION OF SHORT LIST**

Proposers that demonstrate their capacity, ability and capability to meet the County's requirements will be determined to be within the competitive range and selected on the shortlist of Proposers to progress to the next round of evaluation.

TIMELINE

10. DEMONSTRATIONS/PRESENTATIONS

At County's option, Proposers may be required to perform a demonstration/presentation of their proposed solution. Demonstrations/presentations will be held on-site at a County location. The date, time, location, and presentation guidelines will be provided to the Proposers.

11. SELECTION OF FINALIST(S) FOR NEGOTIATIONS

At County's option, one or more Proposers may be selected as finalists and invited to move forward in the process.

12. FINAL NEGOTIATIONS

One or more Proposers may be selected to enter into negotiations with the intent of award.

13. ISSUE NOTICE OF INTENT TO AWARD

Pursuant to the completion of the final negotiations, the Procurement Officer will issue a notice of intent to award a contract and notify all proposers.

14. CONTRACT APPROVAL AND EXECUTION

Based on the total value of the contract, either the Board of Supervisors or the Director of Procurement will execute the agreement.

15. COMMENCEMENT OF CONTRACT

Commencement of contract is upon execution by both parties.

IV. EVALUATION

A. FACTORS

The evaluation criteria listed below will be utilized in the evaluation of the Proposer's written proposals and demonstration/presentation accordingly. The expectation is that those proposals in the competitive range may be considered for contract award. The proposal should give clear, concise information in sufficient detail to allow evaluation based on the criteria below. A Proposer must be acceptable in all *relevant* criteria for a contract to be awarded to that Proposer whose proposal provides the best value to the County.

1. Corporate strength, experience, financial strength, references and reputation of Proposer;
2. Ability to meet the technical and functional requirements;
3. Ability to meet the program objectives and program deployment
4. Local Preference; and

The degree of the importance of cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

B. LOCAL PREFERENCE POLICY

In a formal solicitation of goods or services, the County of Santa Clara shall give Local Businesses the preference described below.

"Local Business" means a lawful business with a physical address and meaningful "production capability" located within the boundary of the County of Santa Clara. The term "production capability" means sales, marketing, manufacturing, servicing, provision of services, or research and development capability that substantially and directly enhances the firm's or bidder's ability to perform the proposed contract. Post Office box numbers, residential addresses, a local sales office without any support and/or a local subcontractor hired by the contractor may not be used as the sole basis for establishing status as a "Local Business."

In the procurement of goods or services using an Invitation to Bid or another solicitation method in which price is the determining factor for award of the contract, five percent (5%) shall be subtracted from a bid submitted by a responsive and responsible Local Business in determining the lowest responsive responsible bidder. If application of the 5% results in a Local Business bid being lower than the non-local business bid, the contract award shall be made to the Local Business at the Local Business' original bid price. If after applying the 5% discount, two or more competing vendors have bid the same price, local businesses shall be given preference.

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

When a contract for goods or services, as defined in this policy, is presented to the Board for approval, the accompanying transmittal document shall include a statement as to whether the proposed vendor is a Local Business, and whether the application of the local preference policy was a decisive factor in the award of the proposed contract. The local preference policy may only be applied based on the entity submitting a bid or proposal and not a subcontractor or business partner.

EVALUATION

This Local Business preference shall not apply to the following:

- (1) Public works contracts;
- (2) Where such a preference is precluded by local, state or federal law or regulation;
- (3) Contracts funded in whole or in part by a donation or gift to the County where the special conditions attached to the donation or gift prohibits or conflicts with this preference policy. The donation or gift must be approved or accepted by the Board in accordance with County policy; or
- (4) Contracts exempt from solicitation requirements under an emergency condition in accordance with Board policy, state law and/or the County of Santa Clara Ordinance Code.

C. WAGE THEFT PREVENTION POLICY

The County of Santa Clara does not tolerate wage theft. Accordingly, Santa Clara County Board of Supervisors' Policy Manual, Section 5.5.5.4, includes the following:

Wage Theft Prevention

It is the policy of the County that all parties contracting with the County must comply with all applicable federal, state, and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any Minimum Wage Ordinance enacted by the County or any city within the County of Santa Clara. A potential contractor that has submitted a formal or informal bid to provide goods and/or services to the County may be disqualified if the potential contractor has been found, by a court or by final administrative action of an investigatory government agency, to have violated applicable wage and hour laws in the five years prior to the submission of a bid to provide goods and/or services. A current contractor found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws, in the five years prior to or during the term of the contract with the County, may be in material breach of its contract with the County if the violation is not fully disclosed and/or satisfied per County guidelines and contract requirements. Such breach may serve as a basis for contract termination and/or any other remedies available under law, including a stipulated remediation plan.

V. RESPONSE FORMAT AND ORGANIZATION

This section contains relevant information Proposers should use for the preparation of their proposals.

A. NUMBER OF RESPONSES

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

B. ORIGINAL AND COPIES

1. Proposers must provide one (1) original and six (6) identical copies of their proposal to the location specified on or before the closing date and time for receipt of proposals.
2. The original binder/submittal must be stamped "ORIGINAL" and contain original signatures on the necessary forms. The remaining sets should be copies of the originals.
3. Proposers shall provide one (1) electronic copy of their proposal in USB Flash Drive format readable by Microsoft Office 2007 (Word, Excel and Project) software. The USB Flash Drive shall be taped or otherwise attached to the inside front cover of the ORIGINAL proposal binder.

C. PROPOSAL FORMAT

All proposals submitted shall be printed on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Hard copies should utilize both sides of the paper where practical.

1. LETTER OF TRANSMITTAL

Each proposal received must include a letter of transmittal. The letter of transmittal should:

1. Identify the submitting organization;
2. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
3. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
4. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
5. Be signed by the person authorized to contractually obligate the organization; and
6. Acknowledge receipt of any and all addenda to this RFP and;
7. Identify all sections of the proposal that the Proposer claims contain "proprietary" or "confidential" information.

RESPONSE FORMAT AND ORGANIZATION

2. **PROPOSAL ORGANIZATION**

The proposal should be organized and indexed in the following format and must contain, at a minimum all listed items in the sequence indicated:

- Tab 1: Letter of Transmittal (Section V.C.1)
- Tab 2: Table of Contents
- Tab 3: Executive Summary (Section VI.A.1)
- Tab 4: Proposer's Corporate Information (Section VI.A, Items 2-5)
- Tab 5: Appendix A: Inmate Calling Systems
 - A.1 Technical Requirements Response Form
 - A.2 Functional Requirements Response form
 - A.3 Program Objectives and Program Deployment Response Form
- Tab 6: Appendix B: Inmate Tablet Services Platform
 - B.1 Technical Requirements Response Form
 - B.2 Functional Requirements Response form
 - B.3 Program Objectives and Program Deployment Response Form
- Tab 7: APPENDIX C: Non-Collusion Declaration
- Tab 8: APPENDIX D: Declaration of Local Business, if applicable
- Tab 9: APPENDIX E: Declaration of Wage Theft Prevention Policy Compliance
- Tab 10: APPENDIX F: Proposer's Terms and Conditions

APPENDICES A.4 and B.4 – PROPOSAL COST RESPONSE FORM

The original form for Inmate Calling Systems must be submitted in a sealed envelope marked "APPENDIX A.4- ORIGINAL." In addition, Proposer must submit six (6) copies in one separate sealed envelope marked "APPENDIX A.4 - COPIES."

The original form for Inmate Tablet Services Platform must be submitted in a sealed envelope marked "APPENDIX B.4- ORIGINAL." In addition, Proposer must submit six (6) copies in one separate sealed envelope marked "APPENDIX B.4 - COPIES."

Do NOT place printed copies of the Proposal Cost Response Forms in the original or copy binders.

3. **PROPOSAL PREPARATION INSTRUCTIONS**

Within each section of their proposal, Proposers should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal.

4. **NON-CONFORMING SUBMISSIONS**

A submission may be construed as a non-confirming proposal, ineligible for consideration or incomplete if it does not comply with the requirement of this RFP.

VI. REQUIREMENTS AND PROPOSER'S SUBMITTAL

This section contains requirements, and relevant information Proposers should use for the preparation of their proposals. Proposers should thoroughly respond to each requirement.

A. PROPOSER'S CORPORATE INFORMATION

1. EXECUTIVE SUMMARY

Include an executive summary which should be a one or two page summary intended to provide the Evaluation Committee with an overview of the significant business features of the proposal.

2. PROPOSER'S EXPERIENCE AND OTHER INFORMATION

The Proposer shall include in their proposal a statement of relevant experience. The Proposer should thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of its subcontractors, if applicable, in providing and/or supporting the proposed system.

In addition, Proposers are required to provide the following information:

- a. The name of the jurisdiction in which the Proposer is organized and the date of such organization.
- b. Length of time the Proposer has been providing the offered solution.
- c. A description of the Proposer's organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the organization.
- d. Proposer shall provide a description of the depth of their experience with installing and supporting the proposed system.
- e. Proposer shall provide a discussion of the type and duration of the business relationship with the manufacturer(s) whose products are included in the proposed system.
- f. Proposer must identify the physical location of the application and data storage facilities.
- g. A complete disclosure if Proposer, its subsidiaries, parent, other corporate affiliates, or subcontractors have defaulted in its performance on a contract during the past five years which has led the other party to terminate the contract. If so, identify the parties involved and the circumstances of the default or termination.

REQUIREMENTS AND PROPOSER'S SUBMITTAL

- h. A list of any lawsuits filed against the Proposer, its subsidiaries, parent, other corporate affiliates, or subcontractors in the past five years and the outcome of those lawsuits. Identify the parties involved and circumstances. Also, describe any civil or criminal litigation or investigation pending.

3. **FINANCIAL STABILITY/PROPOSER FINANCIAL INFORMATION**

Proposer shall submit copies of the most recent years independently audited financial statements, as well as those for the preceding three years, if they exist. The submission shall include the audit opinion, balance sheet, income statement, retained earnings, cash flows, and notes to the financial statements. If independently audited financial statements do not exist for the Proposer, the Proposer shall state the reason and, instead, submit sufficient information such as the latest Dun and Bradstreet report to enable the Evaluation Committee to determine the financial stability of the Proposer. The Procurement Officer may request and the Proposer shall supply any additional financial information requested in a timely manner.

Proposers must provide this information with their proposal and not defer submission at a later date. The Procurement Officer may request, and the Proposer shall supply any additional financial information requested in a timely manner.

4. **PAST PERFORMANCE (REFERENCES)**

The Proposer's submittal shall include three different external references from clients who have completed their projects in the last three years, who are willing to validate the Proposer's past performance on similar projects of size and scope. **References are preferred to be of previous or existing federal, state, county and city customers.** The minimum information that shall be provided for each client reference follows:

- a. Name of the contact person;
- b. Name of the company or governmental entity;
- c. Address of the contact person;
- d. Telephone number of contact person;
- e. Email address of the contact person;
- f. A description of the services provided and dates the services were provided.

5. **INDEMNITY AND INSURANCE REQUIREMENTS**

Proposers shall provide a certificate(s) of insurance or a copy insurance declaration page(s) with their proposals as written evidence of their ability to meet the insurance certificate and other applicable County insurance requirements in accordance with the provisions listed in ATTACHMENT 3 of the RFP. In addition, Proposers should provide a letter from an insurance agent or other appropriate insuring authority documenting their willingness and ability to endorse their insurance policies making the County an additional insured.

REQUIREMENTS AND PROPOSER'S SUBMITTAL

B. INMATE CALLING SYSTEMS REQUIREMENTS (APPENDIX A)

The TECHNICAL, FUNCTIONAL, AND PROGRAM OBJECTIVES AND PROGRAM DEPLOYMENT REQUIREMENTS for the proposed Jail Inmate Calling Systems are defined in **Appendix A**.

Proposers must complete and submit TECHNICAL REQUIREMENTS RESPONSE FORM, FUNCTIONAL REQUIREMENTS RESPONSE FORM, AND THE PROGRAM OBJECTIVES AND PROGRAM DEPLOYMENT REQUIREMENTS RESPONSE FORM referenced as Appendices A.1, A.2, and A.3 respectively with their proposal.

C. INMATE TABLET SERVICES PLATFORM REQUIREMENTS (APPENDIX B)

The TECHNICAL, FUNCTIONAL, AND PROGRAM OBJECTIVES AND PROGRAM DEPLOYMENT REQUIREMENTS for the proposed Jail Tablet Services Platform are defined in **Appendix B**.

Proposers must complete and submit TECHNICAL REQUIREMENTS RESPONSE FORM, FUNCTIONAL REQUIREMENTS RESPONSE FORM, AND THE PROGRAM OBJECTIVES AND PROGRAM DEPLOYMENT REQUIREMENTS RESPONSE FORM referenced as Appendices B.1, B.2, and B.3 respectively with their proposal.

D. COST PROPOSAL (APPENDICES A.4 AND B.4)

Proposers shall complete all pages of the Proposal Cost Response Forms and submit them in sealed envelopes with their proposal.

E. OTHER SUBMITTALS

1. NON-COLLUSION DECLARATION (APPENDIX C)

Proposers shall complete and submit Non-Collusion Declaration form with their proposal.

2. DECLARATION OF LOCAL BUSINESS (APPENDIX D)

Proposers shall complete and include the Declaration of Local Business, with their proposal, *if applicable*.

3. DECLARATION OF COMPLIANCE WITH WAGE THEFT PREVENTION POLICY (APPENDIX E)

Proposer shall complete and include Declaration of Compliance with Wage Theft Prevention Policy, with their proposal.

REQUIREMENTS AND PROPOSER'S SUBMITTAL

4. PROPOSER'S TERMS AND CONDITIONS (APPENDIX F)

Should Proposer object to any of the County's terms and conditions listed in ATTACHMENT 2, Proposer must propose specific alternative language and indicate the reason for their objection. The County may or may not accept the alternative language. General references to the Proposer's terms and conditions or attempts at complete substitutions are not acceptable to the County. Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

In addition, Proposer must submit with their proposal any additional terms and conditions that they expect to have included in the contract negotiated with the County. Proposer must provide specific proposed wording and a brief discussion of the purpose and impact, if any. Include any applicable agreement, such as license, service level, maintenance, etc.

5. TEMPORARY SECURITY CLEARANCE FORM (APPENDIX G)

Pursuant to the Introduction section of this RFP, Proposers intending to participate in the Jail Facility Tour should submit via email, APPENDIX G, TEMPORARY SECURITY CLEARANCE FORM, to the Procurement Officer at the due date as specified in Section III.A, Schedule of Events

6. INTENT TO RESPOND (APPENDIX H)

Pursuant to the Introduction section of this RFP, Proposers intending to participate in the solicitation should submit via email, APPENDIX H, INTENT TO RESPOND, to the Procurement Officer at the due date as specified in Section III.A, Schedule of Events.

APPENDIX A INMATE CALLING SYSTEMS

A.1 TECHNICAL REQUIREMENTS AND RESPONSE FORM

1) Description of System

- a) Provide a description of the proposed product, functions, customizations, interfaces and services, including how the proposed solution will meet or exceed the requirements stated in the entire RFP. Include sufficient technical information about the application, operating environment and performance data to enable the County to determine whether or not the proposed solution meets the technical environment, security and interface prerequisites.

For ICS proposals, basic requirements are as follows:

- 1) All inmate mounted devices shall include a hook switch, handset and 12-button keypad and be of a type designed for and suitable for use in a correctional facility. With an exception for intake area mounted devices which can be speakers for single occupancy cells.
- 2) Devices shall be "tamperproof", with steel encased housings and shockproof keypads.
- 3) Inmate devices shall not have any exposed screws, bolts, metal or hard substance fasteners etc., which could be removed from the unit without the use of specially designed removal devices or tools.
- 4) All handsets must be of heavy-duty construction with no removable parts and must be hearing aid compatible.
- 5) The handset cord must be armored with an internal stainless steel lanyard with a maximum cord length of 12 inches.
- 6) All devices shall be waterproof and fireproof.
- 7) All devices shall have key-locked mountings.
- 8) All devices and system equipment must be new and completely operational at cutover.
- 9) All proposed equipment must comply with FCC rules and meet or exceed all applicable codes and standards for installation and service.
- 10) Proposed systems shall provide audio quality which meets or exceeds industry standards for transmitted and received signal levels, noise, cross talk and frequency range.
- 11) System shall use industry standard internet technologies.

Proposers may propose advanced or alternative technologies and different services, provided that they meet the requirements set forth in this RFP.

- b) Provide a case study for a successful solution implementation used by inmates in custody and housed in correctional facilities.
- c) Describe how frequently your product release upgrades and any other technology enhancements.
- d) Describe your company's product vision and how your company sees the product in the marketplace with a two- to five-year outlook; include a statement of strategic direction. Are there any new industry standards that are currently being implemented in your solution?

APPENDIX A

- e) Describe your company's current and future plans to offer its customers enhancements to the existing the products in its proposed solution; include the timeline and frequency for enhancements.
 - f) Describe how access privileges are configured in the solution, and whether or not privileges can be based on group designations and roles.
 - g) Identify any requirement to purchase interfaces from other vendors to work with the proposed solution.
 - h) Identify any required services from other vendors to work with the proposed solution.
 - i) Describe any customer required maintenance/support tasks, and any relevant maintenance schedule.
 - j) Provide a list and description of the proposed solution software products, with current version number and release date.
 - k) Provide a technical description of the proposed solution's components, how interfaces will be provided to integrate with applications which will be on premises (owned and maintained by the County), and a typical architecture model that supports high availability and fault tolerance in the overall solution. Include any components needed in order to support the application interfaces itemized in the Functional Requirements section of this RFP.
 - l) Identify any software components included in the solution that are not supplied directly by the Offeror (any/all third party software).
 - m) Describe the licensing model(s) available for the software (concurrent user, named user, server cores, enterprise, other).
 - n) Describe how your systems complies with meet American Disabilities Act (ADA) standards, and comply with all Federal, State, and local laws and regulations.
 - o) Describe how your system will replace all handsets/inmate calling equipment.
 - p) Describe how your system will provide full-scale, comprehensive monitoring, recording, feature controls, and reporting.
- 2) Backup/Recovery
- a) Describe any unique backup capabilities/requirements for the proposed solution.
 - b) Describe how automatic failover occurs or the process for recovery after a failure of one solution component due to hardware failure, software crash or loss of power.
- 3) Security Features
- a) Describe how the solution audits user access and privilege use and the information that is logged.
 - b) Describe how different levels of security and privileges are established.
 - c) Describe your procedures when County identifies a security issue; include the issue reporting process, remediation, and corrective action plans.

APPENDIX A

- d) Explain how you would address vulnerabilities or configuration issues the County might find in the system that creates a risk to sensitive information.
- 4) Vendor Security Assessment
- a) Provide security assurance artifact as evidence of the ability to meet the County IT Vendor Security Assurance requirements listed in ATTACHMENT 4: IT VENDOR SECURITY ASSURANCE REQUIREMENTS of the RFP.

A.2 FUNCTIONAL REQUIREMENTS AND RESPONSE FORM

PART I provides a list of questions which need to be responded to by the Proposer. The questions pertain to functional requirements of the proposed solution. Proposer must provide a response to each question.

PART II provides tables of functional requirements where Proposer is to indicate whether the solution will meet the requirements described herein.

PART 1 – FUNCTIONAL REQUIREMENTS NARRATIVE RESPONSE FORM INMATE CALLING SYSTEMS

1. Explain how an inmate will complete a call using your calling system?
2. Explain how the jail will administer access to the calling system, in real time including the ability to monitor, interrupt, voice over or halt a call?
3. Explain how Jail Staff will administer access to the calling system, off line including the ability to allow search, retrieve, copy recordings and call logs?
4. Explain the security features of your system?
5. Describe your electronic payment platform which either interfaces with or supports the payment system of the Department's contracted commissary vendor, Aramark.
6. Explain any future enhancements/roadmap that will become available to the County in the future?
7. Explain how your proposed system will provide full-scale, comprehensive monitoring, recording, feature controls, and reporting.

**PART 2 – FUNCTIONAL REQUIREMENTS COMPLIANCE CHECKLIST
INMATE CALLING SYSTEMS**

Response Code: Proposer should place the appropriate letter designation in the “Cost” column according to the following codes and their description:

"I" means specification is one that currently exists in the proposed system, in the current production version, and included in the County's price.

"A" means specification is one that currently exists in the proposed system, in the current production version, but has an additional cost. Costs must be outlined in the Appendix B.4, Proposal Cost Response Form.

References: Please provide any additional information requested or any additional information useful to the proposal in the comments column. If referencing attachments or other included information, write the location (Section/Page Number) of the discussion of the specification in the Proposer's submittal. Technical materials may be submitted as part of the proposal, and should be clearly labeled as such.

ID	Description	Cost (I or A)	Comments and References
MFRC-1	The solution will not allow concurrent inmate calls with the same PIN number. And will set a flag to be used by Custody staff		
MFRC-2	The authentication mechanism that the Proposer's solution relies upon shall associate each user with a unique login identifier and associate each user login identifier with a password.		
MFRC-3	The solution shall provide the capability to terminate the network connection associated with a communications session at the end of the session.		
MFRC-4	The system shall enable individual device activation and deactivation (immediately), at the PIN and all devices, as well as across the system as a whole.		
MFRC-5	The proposed system shall enable the County user, with the appropriate password and security clearance, to terminate an inmate call in progress instantly.		
MFRC-6	The proposed system shall provide authorized system users the ability to break-in on a specific inmate call in progress in order to talk to the inmate and the called party.		

APPENDIX A

ID	Description	Cost (I or A)	Comments and References
MFRC-7	The proposed system shall be capable of preventing the monitoring and recording of calls between an attorney and his/her inmate client, at any device attached to the system, as designated by the County.		
MFRC-8	Users of the proposed system shall be provided the ability to attach note(s) documents to call records for the purposes of inclusion of information such as the case number or other investigative data. Any note attached to a recorded call shall become a permanent part of the call detail record		
MFRC-9	All inmate calling devices shall play an automated overlay message in English, Spanish and Vietnamese within the first 30 seconds after call pick up, announcing the type of call (collect or prepaid for non-visitation devices) and that the conversation may be monitored and shall be recorded.		
MFRC-10	Inmate call may not connect without positive acceptance by the called party.		
MFRC-11	If an attempted call is not completed, the proposed system shall inform the inmate of the reason the call was not completed via automated voice response.		
MFRC-12	The County staff shall be given complete flexibility to limit the length of calls placed by inmates, e.g. 15 minutes. The system shall provide the ability to set such time limits at the PIN and all devices, as well as across the system as a whole.		
MFRC-13	The proposed system shall automatically prohibit calls to pay-per-call, directory assistance, and emergency services including: 800, 888, 877, 900, 976, 550, 555-1212, 700, 500, 911, 411, carrier (PIC) codes, all local numbers which access long distance carriers such as 950-XXXX, and toll-free area codes and exchanges, except as approved in advance and in writing by the County.		
MFRC-14	Vendors shall provide a description of system features and functions which are present to address and minimize fraudulent use of TDDs.		
MFRC-15	The proposed system shall provide the County the ability to control and restrict inmate call usage according to Department Rules and Policies and applicable law.		

APPENDIX A

ID	Description	Cost (I or A)	Comments and References
MFRC-16	The proposed system shall be capable of blocking an unlimited number of individual and designated private numbers.		
MFRC-17	In the proposed system, recorded and stored calls shall provide security measures which absolutely ensure the call has not been tampered with or altered in any way. Stored call security shall extend to recordings that have been transferred to “offline” storage media and or systems.		
MFRC-18	The proposed system shall provide a playback history list of a recorded call(s) so as to show every system user ID that has played back the recorded call in addition to the date and time the call was played back.		
MFRC-19	The proposed system shall provide the ability to move copies of recorded calls to electronic removable media for transport and replay on another computing device with audio capabilities.		
MFRC-20	In the proposed call recording system, call recordings transferred to other (removable) storage locations shall include call record detail (time and date of the call, PIN number, destination number, etc.)		
MFRC-21	The Contractor shall provide the County with access to a secure internet resource against which call records, prepaid account access, PIN management, revenue and commission data may be accessed and downloaded to a locally attached computer.		
MFRC-22	The proposed call recording system shall provide the ability to search calls by individual PINS, specific date and time criteria, individual destination numbers, individual inmate calls, or group of inmate calls.		
MFRC-23	The system shall provide call data in a form that facilitates one for one matching of inmate calls placed to call revenue collected by the vendor.		

APPENDIX A

ID	Description	Cost (I or A)	Comments and References
MFRC-24	The Department requires the ability to retrieve calls and call revenue data, by call destination and applicable rate/fee category, for a specified time period. Call data available in the inmate call management system shall reconcile exactly to revenue collected by the vendor. Non-billed and non-collected call data shall be included in reconciliation reports and shown as “un-billed” and “un-collected”.		
MFRC-25	The system shall support data export of system-generated reports to Microsoft Excel compatible file formats; e.g. “*.CSV” - comma-separated-value, or “*.xls”-Microsoft Excel file format.		
MFRC-26	Management reports shall include but not be limited to the following list of call attributes: destination (called) number, call date, call time, originating inmate device, call minutes (duration), call type (Local, Intra-LATA, Inter-LATA, Intrastate, Interstate, International, PIN, PAN, etc.), Call termination type, total call cost.		

A.3 PROGRAM OBJECTIVES AND PROGRAM DEPLOYMENT

The program objectives and program deployment, including project management, transition, program implementation, training, and ongoing support requirements are listed in this section.

1. Program Objectives

- a. Describe how your program will support the Program Objectives described section II. PROJECT SCOPE of the RFP.
- b. Describe how the program will work.
- c. In the future, the Jail system may be expanded and equipment may need to be increased to support the inmates at a new jail facility at the Main Jail complex. Describe scalability of your program and how the program will handle the expansion.
- d. Describe the process of screening process of your employees. Contractor personnel will need to pass a background check to get into the facility.
- e. Describe how you manage and conform to Service Level Agreements (SLAs). Include samples of reports and other analysis you perform.

2. Program Deployment

- a. Provide a Program Deployment project plan the Proposer would employ for the project and an explanation of how it will support the project requirements and logically lead to the required deliverables. The description shall include the organization of the project team, including accountability and lines of authority.
- b. Describe what is required of the County to ensure the successful deployment of the program.
- c. Include the steps that will be undertaken to identify and resolve any issues or problems before, during and after the deployment.
- d. Describe how the relationship between the County and Proposer will be managed from an account and technical support perspective.
- e. Provide sample Work Breakdown Structure (WBS) for a similar project.
- f. Provide a sample Risk Management Plan for a similar project.
- g. Describe your processes:
 - i. Ordering procedures
 - ii. Dead on Arrivals (DOAs) and replacements
 - iii. Substitutions
 - iv. Escalations

APPENDIX A

3. Training Approach

a. Describe the type and quantity of training that will be provided for each audience. The description must include the methods by which training will be provided. (e.g., online, onsite, webcast, self-paced online courses, etc.) Include the following:

- i. Topics to be covered, method of knowledge transfer/training, and delivery timeline
- ii. List of recommended IT product training, with prerequisites, duration, location, and cost

4. Statement of Work - Project Work Plan

Provide a detailed work plan for the implementation and operation of the proposed system that includes following information:

- a. **Task Level** -The plan shall include all activities necessary for a successful project down to the task level. No task can exceed more than eighty hours in the work plan.
- b. **Identify All Resources** - The plan shall clearly identify all Proposer (including subcontractors) and County resources required to successfully complete the project. Provide job descriptions and the number of personnel to be assigned to tasks supporting implementation of the project. Identify County resources needed for each task.
- c. **Deliverables** – describe the deliverables of each task.
- d. **Timelines** – describe the timeline of each task.
- e. **Acceptance criteria** – describe the criteria used to determine completion of each task.
- f. **Plan Progress Charts** - The plan shall include appropriate progress/Gantt charts that reflect the proposed schedule and all major milestones. A sample project plan shall be submitted using Microsoft Project.
- g. **Go-Live and Cutover** - The plan shall include appropriate steps necessary to cutover to Production with minimal downtime and service interruption. A sample project plan shall be submitted using Microsoft Project.

NOTE: The work plan should cover the following components:

- a. Planning and Design
- b. Discovery Capabilities
- c. Data Reconciliation
- d. Information Sharing and Reporting
- e. Security Compliance

5. System Documentation

- a. Describe the documentation provided to facilitate system deployment.
- b. Describe the System Administrator documentation provided.

APPENDIX A

- c. Attach a listing summarizing available stock (“canned”) reports provided by the solution and a sample of each.
- d. Describe how system documentation is provided (online, hard copy etc.) for the initial deployment as well as future updates and releases.

6. Acceptance Test Plan

Include an acceptance test plan. The plan shall individually address each system component that comprises the proposed system, approach for load testing, and number of people to be involved in testing. The plan should document the acceptance testing approach, resources and/or tools that may be used to validate the functions and features of the proposed system. Include an example test plan that is representative of the structure, content, and level of detail planned for this project.

7. Risk Management

Submit a risk assessment using the methodology published by the Project Management Institute or other comparable methodology. Include risk mitigation strategies as well as the resources the County may utilize to reduce risk.

8. On-Going Service and Support

- a. Describe the post deployment follow-up activities that will be provided by the Proposer, specifically addressing the following tasks:
 - i. System debugging to bring application into full conformance with documentation, proposal and modification specifications
 - ii. Describe how application and support documentation is updated and distributed.
- b. Provide the normal hours and describe the channels (call, email, web, etc.) for support. Describe how after hours support is provided. Describe the support and escalation process, including response times.
- c. Indicate the current version of the package. Indicate when the next major version of the package will be available. For major software upgrades, describe how often upgrades are released, how upgrades are defined, developed, tested and released, how customers are notified and educated about the upgrade. Describe the decision process on how new features and functions get included in the product.
- d. Explain if the cost of upgrades (including “patches”, configuration, and corrections to defects, feature enhancements, and minor and major version updates) is included with the proposed solution.
- e. Explain if software upgrades, or other maintenance window, will impose a service disruption on the system. If yes, discuss frequency and duration of the service disruptions.
- f. Explain if there is a user group or support community. If yes, explain how often they meet and where the meetings are held. Include if the user group is a separate independent organization or funded and organized by the Proposer.

APPENDIX A

9. Value Added Services (OPTIONAL)

Proposers are encouraged but not required to propose any optional value added services they believe would help the County to effectively implement, operate or use the proposed system. Information provided in this section must be directly relevant to the RFP and not exceed two (2) pages in length.

A.4 PROPOSAL COST RESPONSE FORM

The County recognizes that there are several financial models which can be used for the Jail Inmate Services Program, three of which are:

- 1) Per minute charge to inmate
e.g. Inmate deposits money into an account, debits .05 per minute for use for everything on the tablet. County usually receives % of revenue generated (monthly or annually).
- 2) Incentive based (daily charge to jail)
e.g. Inmate gains credit for accomplishing tasks (e.g. completing math pages). With enough credits, the inmate can order a service, like movie, music, etc.
- 3) Hybrid.
Combination of per minute charge and daily charge models.

Please propose your pricing structure for Inmate Calling Systems including all costs for set-up, travel expenses (if applicable) complying with County Travel Policy, ongoing support and maintenance, and all others costs related to managing the program.

Please ensure that you differentiate the expenses that an inmate and the County would incur.

APPENDIX B INMATE TABLET SERVICES PLATFORM

B.1 TECHNICAL REQUIREMENTS AND RESPONSE FORM

1) Description of System

- a) Provide a description of the proposed product, functions, customizations, interfaces and services, including how the proposed solution will meet or exceed the requirements stated in the entire RFP. Include sufficient technical information about the application, operating environment and performance data to enable the County to determine whether or not the proposed solution meets the technical environment, security and interface prerequisites.

The basic requirements for ITSP are as follows:

1. Tablets shall not have a camera or other video type equipment
2. Tablets shall be in a tamper proof case, that is detention and corrections grade, which meets or exceeds the security requirements of the County.
3. The Contractor will ensure that the inmate tablets do not include removable parts
4. Inmate tablets shall deliver full operational capabilities in all inmate areas of the jail as defined by the County
5. Contractor shall provide mobile charging carts for the Tablets approved by the County
6. Contractor shall provide one FREE pair of earbuds equipped with security features compatible with the Tablets for every inmate on EACH incarceration. The earbuds shall not be distributed until approved by the County.
7. Contractor shall work with the commissary vendor to sell replacement earbuds to inmates at wholesale cost. This arrangement and final cost to the inmates shall be approved by the County.
8. Contractor shall provide Tablets designed for use by the hearing impaired and in accordance with all applicable laws.
9. Inmate tablets shall support up to 12 hours of battery life and be rechargeable to full capacity within an 8 hour period.

Proposers may propose advanced or alternative technologies and different services, provided that they meet the requirements set forth in this RFP.

- b) Provide a case study for a successful solution implementation used by inmates in custody and housed in correctional facilities.
- c) Describe how frequently your product release upgrades and any other technology enhancements.

APPENDIX B

- d) Describe your company's product vision and how your company sees the product in the marketplace with a two- to five-year outlook; include a statement of strategic direction. Are there any new industry standards that are currently being implemented in your solution?
 - e) Describe your company's current and future plans to offer its customers enhancements to the existing the products in its proposed solution; include the timeline and frequency for enhancements.
 - f) Describe how access privileges are configured in the solution, and whether or not privileges can be based on group designations and roles.
 - g) Identify any requirement to purchase interfaces from other vendors to work with the proposed solution.
 - h) Identify any required services from other vendors to work with the proposed solution.
 - i) Describe any customer required maintenance/support tasks, and any relevant maintenance schedule.
 - j) Provide a list and description of the proposed solution software products, with current version number and release date.
 - k) Provide a technical description of the proposed solution's components, how interfaces will be provided to integrate with applications which will be on premises (owned and maintained by the County), and a typical architecture model that supports high availability and fault tolerance in the overall solution. Include any components needed in order to support the application interfaces itemized in the Functional Requirements section of this RFP.
 - l) Identify any software components included in the solution that are not supplied directly by the Offeror (any/all third party software).
 - m) Describe the licensing model(s) available for the software (concurrent user, named user, server cores, enterprise, other).
 - n) Describe how your systems complies with meet American Disabilities Act (ADA) standards, and comply with all Federal, State, and local laws and regulations.
 - o) Describe how your system will provide full-scale, comprehensive monitoring, recording, feature controls, and reporting.
 - p) Describe the network capacity and throughput necessary to support your tablet solution.
- 2) Backup/Recovery
- a) Describe any unique backup capabilities/requirements for the proposed solution.
 - b) Describe how automatic failover occurs or the process for recovery after a failure of one solution component due to hardware failure, software crash or loss of power.

APPENDIX B

3) Security Features

- a) Describe how the solution audits user access and privilege use and the information that is logged.
- b) Describe how different levels of security and privileges are established.
- c) Describe your procedures when County identifies a security issue; include the issue reporting process, remediation, and corrective action plans.
- d) Explain how you would address vulnerabilities or configuration issues the County might find in the system that creates a risk to sensitive information.

4) Vendor Security Assessment

- a) Provide security assurance artifact as evidence of the ability to meet the County IT Vendor Security Assurance requirements listed in ATTACHMENT 4: IT VENDOR SECURITY ASSURANCE REQUIREMENTS of the RFP.

B.2 FUNCTIONAL REQUIREMENTS AND RESPONSE FORM

PART I provides a list of questions which need to be responded to by the Proposer. The questions pertain to functional requirements of the proposed solution. Proposer must provide a response to each question.

PART II provides tables of functional requirements where Proposer is to indicate whether the solution will meet the requirements described herein.

PART 1 – FUNCTIONAL REQUIREMENTS NARRATIVE RESPONSE FORM INMATE TABLET SERVICES PLATFORM

1. Describe the applications that enable the inmates to perform the following activities:
 - a) Advance their education, at minimum to achieve a GED
 - b) Review the Inmate Handbook
 - c) Submit Inmate Requests
 - d) Place Commissary Orders
 - e) Submit Inmate Grievances
2. Explain how the jail will administer access to the services provided on the tablet system, in real time including the ability to monitor, interrupt, voice over or halt a session.
3. Explain how the jail will administer access to the services provided on the tablet system, in real time including the ability to monitor, interrupt, voice over or halt a session.
4. Explain how Jail Staff will administer access to the tablet system, off line including the ability to allow search, retrieve and investigate usage.
5. Explain the security features of your system.
6. Describe your electronic payment platform which either interfaces with or supports the payment system of the Department's contracted commissary vendor, Aramark.
7. Explain any future enhancements/roadmap that will become available to the County in the future.
8. Explain how your proposed services will provide full-scale, comprehensive monitoring, recording, feature controls, and reporting.
9. Taking into consideration the capabilities described in Attachment 7 DESIRED FEATURES AND FUNCTIONALITIES, please describe your other available software applications.

**PART 2 – FUNCTIONAL REQUIREMENTS COMPLIANCE CHECKLIST
INMATE TABLET SERVICES PLATFORM**

Response Code: Proposer should place the appropriate letter designation in the “Cost” column according to the following codes and their description:

"I" means specification is one that currently exists in the proposed system, in the current production version, and included in the County’s price.

"A" means specification is one that currently exists in the proposed system, in the current production version, but has an additional cost. Costs must be outlined in the Appendix B.4, Proposal Cost Response Form.

References: Please provide any additional information requested or any additional information useful to the proposal in the comments column. If referencing attachments or other included information, write the location (Section/Page Number) of the discussion of the specification in the Proposer’s submittal. Technical materials may be submitted as part of the proposal, and should be clearly labeled as such.

ID	Description	Cost (I or A)	Comments and References
MFRT-1	Inmates will not be assigned a particular tablet. Tablets are required to work with any password and passwords shall work on all Tablets.		
MFRT-2	Vendor shall provide each inmate a unique login and password to receive their content.		
MFRT-3	All applications are required to be “intranet” based and run on Vendors internal network. Tablets shall not allow inmates access to the internet.		
MFRT-4	Security features so that inmates can not to load anything on the Tablet, access anything other than approved content through the intranet or modify any items on or through the Tablet.		
MFRT-5	Tablets shall not allow access until the inmate is logged in.		
MFRT-6	Security features to ensure contents on any Tablet cannot be shared with others.		
MFRT-7	Provide strict single use log in. An inmate PIN/account may only be in use for one device at a time.		

APPENDIX B

ID	Description	Cost (I or A)	Comments and References
MFRT-8	Tablets shall be clearly identified by a numbered identification using a numbering system that includes identifying marks as designated by County.		
MFRT-9	If an inmate attempts to access system settings or administrative functions, the tablet shall immediately shut down and a notification alert sent to County and Vendor. The inmates log-in shall automatically be locked to prevent any use or accessing until cleared by the County.		
MFRT-10	County shall have the ability to immediately restrict an inmate’s access to an individual application(s) or the tablet as a whole.		
MFRT-11	<p>The vendor will ensure the inmate tablets consists of hardware and software designed to enable the Sheriff’s Office to control and record all inmate activity on an individual user basis. In the event of any inmate grievances or disciplinary actions against an inmate the vendor will make available:</p> <ul style="list-style-type: none"> • Proof of services available to the inmate. • Inmate activity on the network/tablet. • Actions taken by corrections staff limiting or providing access. The vendor will provide: <ul style="list-style-type: none"> • Dates and times of any changes or modification to access. • Identification of the corrections staff member that made the changes. • The vendor will ensure integration with any future Sheriff’s Office Jail Management System (JMS), Commissary Services, and the Inmate Calling System, at no cost to the Sheriff’s Office or to the County • The vendor shall provide detailed information and take the lead on complying with the specifications required for each interface. 		
MFRT-12	All content in the Streaming Services is required to be preapproved by County. Vendor is responsible for providing a sufficient description of the content to allow County to approve without the necessity of viewing each item.		
MFRT-13	Tablets and Streaming content shall be free of any marketing and advertisements, without the express written consent of County.		

APPENDIX B

ID	Description	Cost (I or A)	Comments and References
MFRT-14	Inmate tablets are required to provide all offered content in English, Spanish, and Vietnamese, at a minimum.		
MFRT-15	Preloaded free features, which minimally shall include a calendar, a calculator, and a dictionary		
MFRT-16	Provide the ability to read the Inmate Handbook by installing the appropriate application		
MFRT-17	Provide the ability to interface with grievances vendor and to submit Inmate Grievances		
MFRT-18	Provide the ability to interface with request form vendor and to submit Inmate Request Forms		
MFRT-19	Provide the ability to interface with Commissary vendor and to place an Inmate Commissary Order		
MFRT-20	Provide the ability to participate in educational activities in order obtain certifications, e.g. GED Certification		
MFRT-21	Provide the ability to read documents by installing a reading application, such as PDF Viewer		
MFRT-22	The system shall support data export of system-generated reports to Microsoft Excel compatible file formats; e.g. "*.CSV" - comma-separated-value, or "*.xls"-Microsoft Excel file format.		
MFRT-23	Management reports shall include but not be limited to the following list of tablet use attributes: destination (tablet use) number, tablet use date, tablet use time, originating inmate device, tablet use minutes (duration), tablet use, total tablet use cost.		

B.3 PROGRAM OBJECTIVES AND PROGRAM DEPLOYMENT

The program objectives and program deployment, including project management, transition, program implementation, training, and ongoing support requirements are listed in this section.

1. Program Objectives

- a. Describe how your program will support the Program Objectives described section II. PROJECT SCOPE of the RFP.
- b. Describe how the program will work.
- c. In the future, the Jail system may be expanded and equipment may need to be increased to support the inmates at a new jail facility at the Main Jail complex. Describe scalability of your program and how the program will handle the expansion.
- d. Describe the process of screening process of your employees. Contractor personnel will need to pass a background check to get into the facility.
- e. Describe how you manage and conform to Service Level Agreements (SLAs). Include samples of reports and other analysis you perform.

2. Program Deployment

- a. Provide a Program Deployment project plan the Proposer would employ for the project and an explanation of how it will support the project requirements and logically lead to the required deliverables. The description shall include the organization of the project team, including accountability and lines of authority.
- b. Describe what is required of the County to ensure the successful deployment of the program.
- c. Include the steps that will be undertaken to identify and resolve any issues or problems before, during and after the deployment.
- d. Describe how the relationship between the County and Proposer will be managed from an account and technical support perspective.
- e. Provide sample Work Breakdown Structure (WBS) for a similar project.
- f. Provide a sample Risk Management Plan for a similar project.
- g. Describe your processes:
 - i Ordering procedures
 - ii Dead on Arrivals (DOAs) and replacements
 - iii Substitutions
 - iv Escalations

APPENDIX B

3. Training Approach

- a. Describe the type and quantity of training that will be provided for each audience. The description must include the methods by which training will be provided. (e.g., online, onsite, webcast, self-paced online courses, etc.) Include the following:
 - i. Topics to be covered, method of knowledge transfer/training, and delivery timeline
 - ii. List of recommended IT product training, with prerequisites, duration, location, and cost

4. Statement of Work - Project Work Plan

Provide a detailed work plan for the implementation and operation of the proposed system that includes following information:

- a. **Task Level** -The plan shall include all activities necessary for a successful project down to the task level. No task can exceed more than eighty hours in the work plan.
- b. **Identify All Resources** - The plan shall clearly identify all Proposer (including subcontractors) and County resources required to successfully complete the project. Provide job descriptions and the number of personnel to be assigned to tasks supporting implementation of the project. Identify County resources needed for each task.
- c. **Deliverables** – describe the deliverables of each task.
- d. **Timelines** – describe the timeline of each task.
- e. **Acceptance criteria** – describe the criteria used to determine completion of each task.
- f. **Plan Progress Charts** - The plan shall include appropriate progress/Gantt charts that reflect the proposed schedule and all major milestones. A sample project plan shall be submitted using Microsoft Project.
- h. **Go-Live and Cutover** - The plan shall include appropriate steps necessary to cutover to Production with minimal downtime and service interruption. A sample project plan shall be submitted using Microsoft Project.

NOTE: The work plan should cover the following components:

- a. Planning and Design
- b. Discovery Capabilities
- c. Data Reconciliation
- d. Information Sharing and Reporting
- e. Security Compliance

APPENDIX B

5. System Documentation

- a. Describe the documentation provided to facilitate system deployment.
- b. Describe the System Administrator documentation provided.
- c. Attach a listing summarizing available stock (“canned”) reports provided by the solution and a sample of each.
- d. Describe how system documentation is provided (online, hard copy etc.) for the initial deployment as well as future updates and releases.

6. Acceptance Test Plan

Include an acceptance test plan. The plan shall individually address each system component that comprises the proposed system, approach for load testing, and number of people to be involved in testing. The plan should document the acceptance testing approach, resources and/or tools that may be used to validate the functions and features of the proposed system. Include an example test plan that is representative of the structure, content, and level of detail planned for this project.

7. Risk Management

Submit a risk assessment using the methodology published by the Project Management Institute or other comparable methodology. Include risk mitigation strategies as well as the resources the County may utilize to reduce risk.

8. On-Going Service and Support

- a. Describe the post deployment follow-up activities that will be provided by the Proposer, specifically addressing the following tasks:
 - i. System debugging to bring application into full conformance with documentation, proposal and modification specifications
 - ii. Describe how application and support documentation is updated and distributed.
- b. Provide the normal hours and describe the channels (call, email, web, etc.) for support. Describe how after hours support is provided. Describe the support and escalation process, including response times.
- c. Indicate the current version of the package. Indicate when the next major version of the package will be available. For major software upgrades, describe how often upgrades are released, how upgrades are defined, developed, tested and released, how customers are notified and educated about the upgrade. Describe the decision process on how new features and functions get included in the product.
- d. Explain if the cost of upgrades (including “patches”, configuration, and corrections to defects, feature enhancements, and minor and major version updates) is included with the proposed solution.
- e. Explain if software upgrades, or other maintenance window, will impose a service disruption on the system. If yes, discuss frequency and duration of the service disruptions.

APPENDIX B

f. Explain if there is a user group or support community. If yes, explain how often they meet and where the meetings are held. Include if the user group is a separate independent organization or funded and organized by the Proposer.

9. Value Added Services (OPTIONAL)

Proposers are encouraged but not required to propose any optional value added services they believe would help the County to effectively implement, operate or use the proposed system. Information provided in this section must be directly relevant to the RFP and not exceed two (2) pages in length.

It is recommended that any optional value added services you are proposing should also include the following two (2) areas:

- 1) Integration with the Inmate Calling Systems.
- 2) Integration with the County's new Jail Management System (JMS), Tribridge. The JMS project is currently underway with target completion mid-2018.

B.4 PROPOSAL COST RESPONSE FORM

The County recognizes that there are several financial models which can be used for the Jail Inmate Services Program, three of which are:

- 1) Per minute charge to inmate
e.g. Inmate deposits money into an account, debits .05 per minute for use for everything on the tablet. County usually receives % of revenue generated (monthly or annually).
- 2) Incentive based (daily charge to jail)
e.g. Inmate gains credit for accomplishing tasks (e.g. completing math pages). With enough credits, the inmate can order a service, like movie, music, etc.
- 3) Hybrid.
Combination of per minute charge and daily charge models.

Please propose your pricing structure for Inmates Tablet Services Platform including all costs for set-up, travel expenses (if applicable) complying with County Travel Policy, ongoing support and maintenance, and all others costs related to managing the program.

Please ensure that you differentiate the expenses that an inmate and the County would incur.

**APPENDIX C
NON-COLLUSION DECLARATION**

I, _____, am the _____
(Print Name) (Position/Title)

of _____,
(Name of Company)

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

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

COMPANY NAME:

AUTHORIZED SIGNATURE:

PRINT NAME:

DATE:

APPENDIX D DECLARATION OF LOCAL BUSINESS

Santa Clara County gives local businesses a preference in formal solicitations of goods and services as set forth in the Board Policy, Section 5.6.5.2. A bidder or Proposer has the option of qualifying for the preference by self-declaring its qualification as a "Local Business", which is a lawful business with a physical address and meaningful "production capability" located within the boundary of the County of Santa Clara. The term "production capability" means sales, marketing, manufacturing, servicing, provision of services, or research and development capability that substantially and directly enhances the firm's or bidder's ability to perform the proposed contract. Post Office box numbers, residential addresses, a local sales office without any support and/or a local subcontractor hired by the contractor may not be used as the sole basis for establishing status as a "Local Business."

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

Business Name: _____
Street: _____
City/State: _____ Zip: _____

I am declaring qualification as a local business as defined in County of Santa Clara Board Policy, Section 5.6.5.2. and applying for the local preference.

The address provided is that of the business with meaningful "production capability" which is located within the boundary of the County of Santa Clara. Additional physical addresses in Santa Clara County are provided as an attachment.

My Business Organization is: (Check One)

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Individual Proprietorship | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Other |

I am not declaring qualification as a local business as defined in County of Santa Clara Board Policy, Section 5.6.5.2

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

_____ Name - Signature	_____ Name - Print
_____ Company	_____ Date

APPENDIX E

DECLARATION OF COMPLIANCE WITH WAGE THEFT PREVENTION POLICY

The County of Santa Clara does not tolerate wage theft. Accordingly, Santa Clara County Board of Supervisors' Policy Manual, Section 5.5.5.4, includes the following:

Wage Theft Prevention

It is the policy of the County that all parties contracting with the County must comply with all applicable federal, state, and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any Minimum Wage Ordinance enacted by the County or any city within the County of Santa Clara. A potential contractor that has submitted a formal or informal bid to provide goods and/or services to the County may be disqualified if the potential contractor has been found, by a court or by final administrative action of an investigatory government agency, to have violated applicable wage and hour laws in the five years prior to the submission of a bid to provide goods and/or services. A current contractor found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws, in the five years prior to or during the term of the contract with the County, may be in material breach of its contract with the County if the violation is not fully disclosed and/or satisfied per County guidelines and contract requirements. Such breach may serve as a basis for contract termination and/or any other remedies available under law, including a stipulated remediation plan.

Please complete the certification below.

- Proposer has no violations to disclose pursuant to Board Policy Manual § 5.5.5.4.
- Proposer has been found by a court or final administrative action of an investigatory government agency to have violated federal, state, or local wage and hour laws within the last five (5) years.

Proposer has included in the proposal response the following for each violation: (1) a copy of the court order and judgment and/or final administrative decision; and (2) documents demonstrating either that the order/judgment has been satisfied, or, if the order/judgment has not been fully satisfied, a written and signed description of Proposer's efforts to date to satisfy the order/judgment.

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

The undersigned declares under penalty of perjury, under the laws of the State of California, that all statements in this Exhibit and response are true and correct, with full knowledge that all statements are subject to investigation and that any incomplete, unclear, false or dishonest response may be grounds for denial or revocation of the accompanying bid or proposal and may result in being barred from doing business with Santa Clara County as well as additional legal consequences.

_____	_____
Signature	Title
_____	_____
Printed Name	Date
_____	_____

APPENDIX F PROPOSER'S TERMS AND CONDITIONS

Proposer shall initial and/or provide information based upon the appropriate statement. Failure to initial shall default to the first response, acceptance of the County's terms and conditions as is.

_____ Proposer accepts the County's terms and conditions listed in ATTACHMENT 2 as is.

_____ Proposer accepts the County's terms and conditions listed in ATTACHMENT 2 and propose additional terms and conditions here in Appendix F below. Proposer shall provide specific proposed wording and a brief discussion of the purpose and impact, if any, and include any applicable agreement, such as license, service level, maintenance, etc.

_____ Proposer objects to the County's terms and conditions listed in ATTACHMENT 2 and has indicated the reason for objection and/or proposed specific alternative language here in Appendix F below. The County may or may not accept the alternative language. General references to the Proposer's terms and conditions or attempts at complete substitutions are not acceptable to the County and the County may disqualify the response in its entirety.

Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording for any applicable agreement, such as license, service level, maintenance, etc.

**APPENDIX G
TEMPORARY SECURITY CLEARANCE FORM**

APPENDIX G, TEMPORARY SECURITY CLEARANCE FORM, is available as a separate pdf document with the RFP.

TEMPORARY SECURITY CLEARANCES

Note: All custody facilities are “No Hostage” facilities. All attempts will be made to ensure the safe release of anyone held hostage; however, no inmate will be allowed to escape in exchange for the release of a hostage. (Department Policy 9.07, Security Clearances)

Clearance may be denied for any factor that causes the Department to deem granting security clearance a risk to safety and security.

ALL CLEARANCES REQUIRE THREE (3) BUSINESS DAYS TO PROCESS.
SUBMIT CLEARANCE REQUESTS NO LATER THAN DECEMBER 6, 2017 3:00 P.M.
Please email the clearance request for your company to: michele.mccarthy@prc.sccgov.org

ALL FIELDS MUST BE COMPLETED LEDGIBLY OR PROCESS MAY BE DELAYED

Company Name:

Company Phone # :

	Employee Name	DOB	Gender M/F	DL#	SSN
1					
2					
3					

ENTRANCE DATE REQUESTED:

Wednesday, December 13, 2017

PURPOSE FOR ENTRANCE:

Mandatory Jail Facilities Tour and Pre-Proposal Conference for Request for Proposal: RFP-PRO-FY18-0078
Jail Inmate Services Program

REQUESTING DEPARTMENT (AGENCY): Procurement Department for the Sheriff’s Office

Contact Person: Michele McCarthy

Phone: 408.491.7494

Department Contact: Sergeant Hogan

Office: 408-808-3695

FOR OFFICE USE ONLY

CJIC CHECK CLEAR

WINDOW VISIT

CONTACT VISIT

CLEARANCE BY OFFICER: _____

BADGE # _____ DATE: _____

CLEARANCE PROCESSED BY: _____

CLEARANCE AUTHORIZED BY (FACILITY COMMANDER): _____

DATE GIVEN TO INFORMATION DESK: _____

**APPENDIX H
INTENT TO RESPOND**

RFP-PRO-FY18-0078 JAIL INMATE SERVICE PLATFORM

Per the INTRODUCTION section of this RFP, all vendors intending to respond to this RFP should attend the pre-proposal conference either in person or via the conference line provided. While the RFP is comprehensive, there may be further information and details about the project disclosed at the pre-proposal conference which may not be captured in the solicitation documents.

Vendors intending to respond to the solicitation should submit this APPENDIX H, INTENT TO RESPOND, via email to the Procurement Officer, at the due date and time specified in this RFP.

We/I, _____, intend to submit a response to the County of Santa Clara Request for Proposal RFP-PRO-FY18-0078 JAIL INMATE SERVICE PLATFORM. We determine that we have sufficient information as obtained from the solicitation documents and pre-proposal conference to enable us to submit a proposal to the County.

COMPANY NAME:

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

DATE:

ATTACHMENT 1

CONDITIONS GOVERNING THE PROCUREMENT

This Attachment contains the conditions governing the Request for Proposal Process. Proposers are required to adhere to these conditions.

1. INCURRING COST

This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

2. CLAIMS AGAINST THE COUNTY OF SANTA CLARA

Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between the County and your organization.

3. BASIS FOR PROPOSAL

Only information supplied by the County in writing by the Procurement Lead in connection with this RFP should be used as the basis for the preparation of Proposer's proposal.

4. LATE RESPONSES

In order for a proposal to be considered, the proposal must be received in person or courier or mail to the place specified above no later than the RFP due date and time.

5. NO PUBLIC PROPOSAL OPENING

There will be no public opening for this RFP.

6. CALIFORNIA PUBLIC RECORDS ACT (CPRA)

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Proposer proprietary information is contained in documents submitted to County, and Proposer claims that such information falls within one or more CPRA exemptions, Proposer must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Proposer prior to such disclosure. If Proposer contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Proposer fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information.

Proposer further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and

ATTACHMENT 1

attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Proposer.

7. CONFIDENTIALITY

All data and information obtained from the County of Santa Clara by the Proposers and its agents in this RFP process, including reports, recommendations, specifications and data, shall be treated by the Proposer and its agents as confidential. The Proposers and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. Generally, each proposal and all documentation, including financial information, submitted by a Proposer to the County is confidential until a contract is awarded, when such documents become public record under state and local law, unless exempted under CPRA.

8. ELECTRONIC MAIL ADDRESS

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Proposers agree to provide the Procurement Officer with a valid e-mail address to receive this correspondence.

9. USE OF ELECTRONIC VERSIONS OF THE RFP

This RFP is being made available by electronic means. If accepted by such means, the Proposer acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Proposer's possession and the version maintained by the Issuing Department, the version maintained by the Issuing Department must govern.

10. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

In submitting a response to a solicitation issued by the County, the responding person and/or entity offers and agrees that if the response is accepted, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act ([15 U.S.C. Sec. 15](#)) or under the Cartwright Act (Chapter 2 (commencing with [Section 16700](#)) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the responding person and/or entity for sale to the County pursuant to the solicitation document. Such assignment shall be made and become effective at the time the County tenders final payment to the responding person and/or entity.

11. COUNTY RIGHTS

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

- a. Reject any or all proposal(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
- c. Request that Proposers supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d. Terminate the RFP, and at its option, issue a new RFP;
- e. Procure any equipment or services specified in this RFP by other means;

ATTACHMENT 1

- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- h. Negotiate with any or none of the Proposers;
- i. Modify in the final agreement any terms and/or conditions described in this RFP;
- j. Terminate failed negotiations with a Proposer without liability, and negotiate with other Proposers;
- k. Disqualify any Proposer on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to the County;
- l. Eliminate, reject or disqualify a proposal of any Proposer who is not a responsible Proposer or fails to submit a responsive offer as determined solely by the County; and/or
- m. Accept all or a portion of a Proposer's proposal.

12. PROTEST PROCEDURES

PROTEST PROCESS

The Procurement Lead will send an email to all proposers informing them of the proposal that was selected. Proposers whose proposals were not selected may file a written protest ("Protesters") **no later than five (5) business days** of the email notifying proposers of the County's selection.

A. Filing a Protest

The protest of an award must be in writing. The following must be written on the cover of the protest: "Protest Relating to RFP-PRO-FY18-0078." The written protest must be emailed, faxed and/or mailed to the designated Procurement Officer.

All protests must be received by the designated Procurement Officer within 5 business days after the Notice of Intent to Award has been sent to the all proposers. Any protests received after this time will not be considered.

B. Contents of Protest

The written protest must contain the following information: (1) the name, street address, electronic mail address, and telephone and facsimile number of the Protester; (2) signature of the Protester or its representative; (3) clearly state the grounds for the protest as set forth below; (4) copies of any relevant documents; and (5) the form of relief requested. Unless otherwise requested, responses or decisions related to the protest will be provided to the Protester via email. The written protest must clearly state the grounds for the protest. Protests should be concise and logically arranged.

C. Grounds for Protest

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

- i. The Protester believes there was abuse of process by County officials or evaluation team members.
- ii. The Protestor believes there was misconduct or impropriety by County officials or evaluation team members.
- iii. The Protester believes there was abuse of discretion by County officials or evaluation team members.

D. Protest Resolution Process

i. Informal Review by Department

A designee of the requiring department will review a timely protest and attempt to informally resolve it expeditiously. The Director or designee may use all available resources and information, and solicit information from, and reveal information to, other entities in its attempt to informally resolve the protest. The Department shall send a written response to the Protester. If the Protester does not believe the Department's response resolves the protest, the Protester has 2 business days to request a formal review. The Department is then required to forward the protest to an Independent Reviewing Officer for the solicitation.

ii. Formal Review by Independent Reviewing Officer

The Director or his or her designee must forward the protest to the Reviewing Officer within 2 business days of the Protester requesting a formal review. The Department is required to provide written notification to the Protester that the protest is being forwarded to an Independent Reviewing Officer and the contact information for the Reviewing Officer. Both the Department and Protester have **5** business days from the date of the written notification issued by the Department to forward any additional documents to the Reviewing Officer that they believe are relevant to the review of the protest. The notification being sent to the Protester by the Department should also state that the Protester has **5** business days from the date of the notification to forward additional documents to the Reviewing Officer. Protester may not present any additional grounds for protest, argument or narrative that was not included in the initial protest.

The Reviewing Officer shall conduct an independent review of the protest to determine whether the grounds for the protest have merit. Only the information contained in a timely protest may be considered by the Reviewing Officer. The Reviewing Officer shall only consider the documents each party has submitted, grounds for protest, and grounds to reject the protest. The Reviewing Officer may also use all available resources and information, and solicit information from, and reveal information to, other entities in its attempt to resolve the protest. The Reviewing Officer may also contact the Protester or Agency/Department.

The Reviewing Officer will issue a written decision on a timely written protest within **20** days of receiving a protest; however, the time for decision may be extended by the Reviewing Officer for a reasonable amount of time. The Reviewing Officer will issue the written decision to the Protester and the Department. If the Protester failed

ATTACHMENT 1

to specify in its written protest the method by which the Protester would like to receive the Reviewing Officer's written protest decision, the Reviewing Officer will send his written decision to the Protester by mail. The decision of the Reviewing Officer shall be the County's final decision.

E. Remedies

If the Reviewing Officer sustains a protest in whole or in part, the Reviewing Officer shall refer the matter back to the Department for redress in conformance with the Reviewing Officer's decision. If the Reviewing Officer rejects the protest, then the Department may proceed with its solicitation process.

ATTACHMENT 2

SAMPLE COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS

DEFINITIONS

- a. "County Confidential Information" shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation by County to Contractor or any of its affiliates or representatives.
- b. "County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of County.
- c. "Deliverables" means goods, services, software, hardware, information technology, telecommunications technology, enhancements, updates, new versions or releases, documentation, and any other items to be delivered pursuant to this Agreement, including any such items furnished incident to the provision of services.
- d. "Documentation" means manuals and other printed materials (including updates and revisions) necessary or useful to the County in its use or maintenance of the Deliverables provided pursuant to this Agreement.
- e. When used in this Agreement, "days" shall refer to calendar days unless stated otherwise.

1. NON-EXCLUSIVE AGREEMENT

The Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

2. DELIVERABLES

Contractor agrees to provide the County all Deliverables on terms set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated, as well as all necessary equipment and resources. However, this Agreement does not provide authority to ship Deliverables. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS SENT BY CONTRACTOR, INCLUDING, WITHOUT LIMITATION, ELECTRONICALLY OR IN

ATTACHMENT 2

MAILINGS, ATTACHED TO INVOICES OR WITH ANY DELIVERABLES SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. COUNTY'S ACCEPTANCE OF CONTRACTOR'S OFFER IS EXPRESSLY MADE CONDITIONAL ON THIS STATEMENT.

Contractor shall provide to the County, all documentation and manuals relevant to the Deliverables to be supplied, at no additional cost. Such documentation shall be delivered either in advance of the delivery of Deliverables or concurrently with the delivery of Deliverables.

Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements. If required, Contractor shall be responsible for installation, training and knowledge transfer activities in relation to the Deliverables being supplied.

All equipment shall be delivered to a County site specified in the contract release purchase order, or if not so specified therein, in the Statement of Work/Specifications.

Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which performance is rendered will be evaluated in light of the Contractor's superior skill. Contractor shall provide equipment and perform work in a professional manner consistent, at minimum, with industry standards.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable Deliverables and services. County does not guarantee any minimum orders.

3. NECESSARY ACTS AND FURTHER ASSURANCES

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

4. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

5. PRICING

Unless otherwise stated, prices shall be fixed for the term of the Agreement, including all extensions. If any product listed in this Agreement is discontinued or upgraded prior to delivery, Contractor shall extend the same pricing towards a comparable replacement which is functionally equivalent or an upgraded version.

Exhibit ___ of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

Notwithstanding the above, if at any time during the term of the Agreement the Contractor offers special, promotional or reduced pricing when compared with the price paid by the County, County shall benefit from that pricing, and that pricing shall apply to the County at the

ATTACHMENT 2

same time that is offered to other entities. Contractor is required, on an ongoing basis, to inform the County of any such special, promotional or reduced pricing.

6. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on County unless it is in writing and signed by County's Procurement Director.

7. TIME OF THE ESSENCE

Time is of the essence in the delivery of goods by Contractor under this Agreement and any contract release purchase order. In the event that the Contractor fails to deliver goods and/or services on time, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the goods and/or services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County; or County may terminate on grounds of material and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

8. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the County is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

9. SHIPPING AND RISK OF LOSS

Goods shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must

ATTACHMENT 2

accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at County's destination; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

10. INSPECTION AND RELATED RIGHTS

All goods and services are subject to inspection, testing, approval and acceptance by the County. Inspection shall be made within 60 days or a reasonable time after delivery, whichever period is longer. If the goods, services, or the tender of delivery fail in any respect to conform to the contract, the County may reject the entire tender, accept the entire tender, or, if the deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

Contractor shall be responsible to reclaim and remove any rejected goods or items at its own expense. Should Contractor fail to reclaim or remove any rejected goods or items within a reasonable time, County shall, at its option dispose of such goods or items and require reimbursement from Contractor for any costs or expenses incurred.

In the event that the Contractor's goods are not accepted by County, the Contractor shall be liable for any costs incurred by the County because of such failure by Contractor. For instance, County may purchase or obtain the goods elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County, and any other costs incurred; or County may terminate for cause on grounds of material breach and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

11. ADJUSTMENT BY COUNTY

The County reserves the right to waive a variation in specification of goods or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the goods or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the Procurement Director, if he/she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for goods and services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Purchasing Director shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse performance by Contractor.

12. INVOICING

Contractor shall invoice according to Exhibit B of the Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

13. AVAILABILITY OF FUNDING

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding and upon appropriation for payment to the Contractor. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year.

14. PAYMENT

The County's standard payment term shall be Net 45, unless otherwise agreed to by the parties. Payment shall be due Net 45 days from the date of receipt and approval of correct and proper invoices.

Notwithstanding the standard payment term set forth above, the parties agree that the Payment Term for this Agreement shall be the term set forth in the Key Provisions section of the Agreement above. If the Payment Term is a prompt payment discount term, then payment shall be made accordingly. For example, if the Payment Term is 2.25% 10 Net 45, payment shall be due 10 days from the date the County receives and approves the correct and proper invoice, but no later than 45 days from that date, and the County would take a discount of 2.25% of the total amount of the invoice if the payment is made in 10 days. The parties also agree that notwithstanding the Payment Term set forth in the Key Provisions section of the Agreement, that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

15. OTHER PAYMENT PROVISIONS

Notwithstanding anything to the contrary, County shall not make payments prior to receipt of service or goods (i.e. the County will not make "advance payments"). Unless specified in writing in an individual purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County's rights on an ongoing basis.

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

ATTACHMENT 2

Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under the Contractor's federal and state identification number(s).

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

16. LATE PAYMENT CHARGES OR FEES

The Contractor acknowledges and agrees that the County will not pay late payment charges.

17. DISALLOWANCE

In the event the Contractor receives payment for goods or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

18. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement or any contract release purchase order at any time for the convenience of the County by giving at least thirty (30) days written notice prior to the intended date of termination specifying the effective date and scope of such termination. If County determines that the Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to the Contractor and without any opportunity to cure.

In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of goods and/or services.

19. TERMINATION FOR CAUSE

County may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon thirty (30) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County or (d) less than perfect tender of delivery or performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any contract release purchase order.

ATTACHMENT 2

In the event of such termination, the Contractor shall be liable for any costs incurred by the County because of Contractor's default. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract or contract release purchase order with the County.

If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause and the rights and obligations of the parties would be in accordance with that provision.

In lieu of terminating immediately upon contractor's default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor 10 days (or other specified time period by the County) to cure. If, within 10 days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the

County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause.

20. TERMINATION FOR BANKRUPTCY

If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the party's duties under this Agreement.

21. BUDGETARY CONTINGENCY

Performance and/or payment by the County pursuant to this Agreement is contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

22. DISENTANGLEMENT

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of services or the County's activities. Contractor shall return to County all County assets or information in Contractor's possession.

For any software programs developed for use under the County's Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County, at no charge to County, to use, copy, and modify, all work or derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the services as the same might exist at the time of termination.

ATTACHMENT 2

County shall be entitled to purchase at net book value those Contractor assets used for the provision of services to or for County, other than those assets expressly identified by the parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, within sixty (60) days of the request, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

If this Agreement is terminated for any reason, neither party may nullify obligations, if any, already incurred prior to the date of termination.

23. DISPUTES

Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be decided by the Director of Procurement or designee, who shall furnish the decision to the Contractor in writing. The decision of the Director of Procurement or designee shall be final and conclusive. The Contractor shall proceed diligently with the performance of the contract pending the Director of Procurement's decision. The Director of Procurement or designee shall not be required to decide issues that are legal or beyond his or her scope of expertise,

24. ACCOUNTABILITY

Contractors will be the primary point of contact for the manufacturer, deliverer or any subcontractors and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, the Contractor must take immediate action to correct or resolve the issues.

25. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor. As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

26. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer

ATTACHMENT 2

of rights Contractor must ensure that the enquiring entity or the new entity is legally required to:

- A. Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.
- B. If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The County will not be required to pay any additional license or maintenance fee.
- C. Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

27. COMPLIANCE WITH ALL LAWS & REGULATIONS

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

28. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The County shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the agreement and time for performance at its discretion.

29. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

30. INDEPENDENT CONTRACTOR

Contractor shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person

ATTACHMENT 2

performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

31. INSURANCE

Contractor shall maintain insurance coverage pursuant to the exhibit setting forth insurance requirements, if such exhibit is attached to the Agreement.

32. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within 72 hours of the incident unless the County requests or agrees to an extension or another time frame. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be the responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement or designee. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

33. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE

The Contractor represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection.

34. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

35. INDEMNITY

The Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

36. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied. Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its agencies against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys' fees that a court awards as a result of any such claim.

37. WARRANTY

Any goods and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties that Contractor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Agreement, any applicable Uniform Commercial Code warranties, including, without limitation, Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose as well as any other express warranty.

Contractor expressly warrants that all goods supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by the County, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances. Contractor warrants that all services shall strictly conform to the County's requirements.

Contractor shall immediately replace or repair any good not conforming to any warranty, or provide services to conform to County's requirements. If after notice, Contractor fails to repair or replace goods, or to provide services to conform to County's requirements, Contractor shall promptly refund to County the full purchase price paid by the County. This remedy is nonexclusive of other remedies and rights that may be exercised by the County. Claims for damages may include direct damages, such as cost to repair, as well as incidental and consequential damages.

During the provision of goods and services, Contractor may not disclaim any warranty, express or implied, and any such disclaimer shall be void. Additionally, the warranties above shall not be deemed to exclude Contractor's standard warranties or other rights and warranties that the County may have or obtain.

38. COOPERATION WITH REVIEW

Contractor shall cooperate with County's periodic review of Contractor's performance. Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

39. AUDIT RIGHTS

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 may be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. The Contractor shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

40. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS

Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the terms of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

Contractor shall provide annual reports that include, at a minimum, (i) the total contract release purchase order value for the County as a whole and individual County departments, and (ii) the number of orders placed, the breakdown (by customer ID/department and County) of the quantity and dollar amount of each product and/or service ordered per year. Annual reports must be made available no later than 30 days of the contract anniversary date unless otherwise requested.

Contractor shall also provide quarterly reports to the County that show a breakdown by contract release purchase order (i) the order date (ii) ship date (iii) estimated arrival date (iv) actual arrival date (v) list of products, services and maintenance items and (vi) the number and details of problem/service calls and department name that each such call pertains to (including unresolved problems). Quarterly reports must be made available to the County in electronic format, two (2) business days after the end of each quarter unless otherwise requested.

41. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT

Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or

ATTACHMENT 2

cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination.

42. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

43. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided

44. NON-DISCRIMINATION

Contractor shall comply with all applicable Federal, State, and local laws and regulations, including Santa Clara County's policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability,

ATTACHMENT 2

physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be deemed a material default by Contractor giving County a right to terminate the contract for cause.

45. DEBARMENT

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration.

Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b (f), or from receiving Federal funds as listed in the List of Parties Excluded from

Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

46. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

47. POLITICAL REFORM ACT DISCLOSURE REQUIREMENT

Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under the Contract, and (2) prohibits

ATTACHMENT 2

such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Contract, Contractor shall, upon execution of the Contract, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under the Contract. Contractor shall ensure that such individuals file Statements of Economic Interests within 30 days of commencing service under the Contract, annually by April 1, and within 30 days of their termination of service under the Contract.

48. SEVERABILITY

Should any part of the Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

49. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

50. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the Director of Procurement or designee.

51. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

52. HANDWRITTEN OR TYPED WORDS

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

53. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

54. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

55. EXECUTION & COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described under the Contract Execution provision herein. .

56. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the individuals identified in the Key Provisions of the Agreement as the County Contract Administrator and the Supplier Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

57. ACCOUNT MANAGER

Contractor must assign an Account Manager to the County upon execution of the Agreement to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County's requirements. Contractor represents and warrants that such person will ensure that the County receives adequate pre- and post-sales support, problem resolution assistance and required information on a timely basis.

58. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

59. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

60. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a

ATTACHMENT 2

copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

61. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties

62. AUTHORITY

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity’s behalf, including the entity’s Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the County Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Agreement.

63. WAGE THEFT PREVENTION

- (1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.
- (2) Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- (3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- (4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive Countywide Contracting, no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-Countywide Contracting with documentary evidence of compliance with the final judgment, decision or order within 5 days of satisfying the final judgment, decision, or order. The

ATTACHMENT 2

County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision or order will be satisfied.

- (5) County's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.
- (6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.
- (7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—Countywide Contracting; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

64. LIVING WAGE

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more, must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- a) Suspend, modify, or terminate the Direct Services Contract.
- b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

65. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

66. CONTRACTOR TRAVEL EXPENSES

Contractor shall be solely responsible for all of Contractor's travel fees and out-of-pocket expenses. County shall be solely responsible for all of County's travel fees and out-of-pocket expenses.

67. SECURITY CISO COMPLIANCE

Contractor shall follow the security standards, recommendations, conditions, and restrictions as provided by the County Information Security Office (CISO) for the entire term of the Agreement, and subject to the County's annual assessment and/or Independent penetration testing.

68. COUNTY DATA

- a. Contractor shall not acquire any ownership interest in County Data. Contractor shall not, without County's written permission, use or disclose County Data other than in the performance of its obligations under this Agreement.

- b. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County Data upon termination of this Agreement.

- c. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

ATTACHMENT 2

- d. Contractor shall not, without County's written permission, use or disclose County Confidential Information other than in the performance of its obligations under this Agreement. As between Contractor and County, all County Confidential Information shall remain the property of the County. Contractor shall not acquire ownership interest in the County Confidential Information.

- e. Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

ATTACHMENT 3 INSURANCE REQUIREMENTS

Indemnity

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

Insurance

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

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

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

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

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

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000

ATTACHMENT 3

- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury liability
- c. Products/Completed
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

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

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

4. Automobile Liability Insurance

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

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

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

5. Workers' Compensation and Employer's Liability Insurance

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

ATTACHMENT 3

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Cyber Liability

- | | | | |
|---|-------------------|---|-------------|
| a | Each occurrence | - | \$1,000,000 |
| b | General aggregate | - | \$2,000,000 |

8. Cyber liability coverage shall include at a minimum, but not limited to:

- a. Information Security and Privacy Liability
- b. Privacy Notification Costs

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

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

ATTACHMENT 3

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

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

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



ATTACHMENT 4

Santa Clara County IT Vendor Security Assurance Requirements

Santa Clara County IT Vendor Security Assurance Requirements:

Santa Clara County is committed to ensuring that appropriate security protections are in place for all data in our custody. Any form of sensitive/confidential data (e.g., personally identifiable information, personal healthcare information, criminal justice information) demands specific due diligence to validate the adequacy of protection mechanisms. The objective is to establish a reasonable basis of assurance regarding the security posture of the vendor product or service provider that will store, process, or transmit County data.

In support of this objective, we ask our proposers to provide us, under NDA as appropriate, some form of assurance artifact(s), ideally prepared by an independent third party. Specific artifacts that will help us establish the reasonable basis of assurance are listed below.

1. **For IT Service Providers** (*County data present in the vendor’s environment*):

- Service Organization Control (SOC) Report, specifically a SOC 2, Type II report, created under the AT 101 auditing standard
- Results of a Stage 2 assessment against the ISO 27001:2013 security control baseline
- NIST Security Assessment Report (SAR) identifying the level of security (Low, Moderate, High) or for cloud-based systems, FedRAMP SAR covering the Infrastructure, Platform, and Application layers of the cloud service model
- HITRUST 3rd party Assessment Report
- Level 2 Cloud Security Alliance (CSA) STAR Attestation or Certification

For IT Product Proposers (*vendor’s hardware/software deployed in the County environment*):

- ISO/IEC 15408: The Common Criteria – Evaluation Criteria for Information Technology Security
- National Information Assurance Partnership (NIAP) Common Criteria Evaluation and Validation Scheme (CCEVS)
- DISA Security Technical Implementation Guide (STIG)
- ISO 13485: Medical Devices – Quality Management System and the associated ISO 14971: Medical Devices – Application of Risk Management to Medical Devices
- Manufacturer Disclosure Statement for Medical Device Security (MDS2)

2. **Proposers unable to provide one of the above assurance artifacts should complete the following:**

For IT Service Providers: CSA Consensus Assessment Initiative Questionnaire (CAIQ), available at <https://cloudsecurityalliance.org/group/consensus-assessments/>. Also identify NIST security level (Low, Moderate, High).

For IT Product Proposers: SCC Product Questionnaire



Note that some procurement scenarios may require the vendor to complete both questionnaires.

3. **Proposers that do not provide any assurance artifact(s) or complete the CAIQ or SCC Product Questionnaire are strongly encouraged to provide any other documentation that can contribute to an understanding of their organizational security posture or the secure configuration of their product.** This may include, but not be limited to, self-assessments, internal audits, penetration test results, vulnerability scan results, documentation demonstrating alignment to NIST standards, etc.

4. In addition to any documents provided, the vendor must also provide contact information for their IT Security Manager or an IT Security Point of Contact for follow up questions.

ATTACHMENT 4

Santa Clara County Chief Information Security Officer (CISO) Review:

Product/Service Name	
Requesting Department	
Business Sponsor	
Sensitive data in scope (PHI, PII, CJ, etc.)	
Assurance artifact(s) reviewed	

Conclusions

After reviewing the vendor-provided security assurance artifacts, I have determined that use of the vendor's product or service represents the following level of residual risk in relation to County assets, operations, and image:

<input type="checkbox"/> Acceptable	Conditions (things that MUST be done)	
	Recommendations (things that SHOULD be done)	
	Restrictions (things that may NOT be done)	
<input type="checkbox"/> Unacceptable	Reason(s):	

Chief Information Security Officer

Date

ATTACHMENT 5 COUNTY TRAVEL POLICY

Attachment 5 contains the summary provisions as extracted from the current County of Santa Clara Travel Policy.

The most recent version of Santa Clara County's complete Travel Policy is found at: <https://connect.sccgov.org/sites/controller/Controller-Treasurer%20Policies%20and%20Procedures/Travel%20Policy/Documents/Travel-Policy-Revised-April-7-2015.pdf> and is made available to the Contractor, upon request.

This policy will be referenced and made a part of the Agreement. If any of the documents are revised at the time the Agreement is executed, the newer version of the document will apply.



County of Santa Clara Travel Policy Quick Reference Guide for Contractors

Introduction

County service agreements and contracts shall be written to comply with the County Travel Policy when terms include travel provisions for contractors whose travel expenses are paid by the County. This is required with the exception of a grant policy that specifically indicates that a different policy shall apply.

Guiding Principles

Payments of travel expenses are limited to training and business purposes that benefit the County. All expenses incurred while on County business should reflect reasonable and prudent use of public funds. Contractors should choose the most efficient, direct and economic travel options required by the occasion.

Travel Authorization

Travel expenses submitted by contractors are reimbursable by the County through a written contractual obligation signed by both parties. Contractors are obligated to follow the policies and procedures described therein.

Contractors shall ensure that all travel on behalf of the County is necessary and allowable prior to making any reservation or embarking on the trip.

The department contractor monitor approving the travel expenses shall determine:

1. If the trip is necessary
2. If the business reason for the trip is justified
3. If the business purpose could be accomplished by telephone, email or other means
4. If the estimated cost justifies the trip

Reservations for Airfare and Car Rental

Depending on the language in the contract, reservations required for travel by contractors can be arranged through the County's designated travel agency whenever practicable or by contractors when lowest available rate can be obtained and price is comparable to those obtained from the County's travel agency.

Reimbursable Travel Costs

Reimbursable travel costs are limited to those that are actual and necessary. When arranging for travel, contractors should consider any special rates, promotions, etc., which would reduce County cost. For example, some special rates are available to those who are traveling on government business.

Transportation Costs

In determining the mode of transportation, contractors should consider relative costs, time efficiencies, and the number of people traveling together. The County will

ATTACHMENT 5

reimburse contractors for standard coach airfare at the lowest available rate, and reasonable and actual add-on airline fees when submitted with receipt(s).

Contractors who use private vehicle for traveling on County business will be reimbursed at the current IRS published rate. When traveling to a destination with scheduled airline service, the mileage payment may not exceed the equivalent coach class airfare plus avoided mileage to/from airport and local airport long term parking cost. Rental car rates should be comparable to State rental car contract with low base rates. Reimbursement is limited to standard sedan or vehicle commensurate with the requirement of the trip with proper approval. The rental car must be turned in promptly at conclusion of the travel. Additional daily charges will not be reimbursed. Current proof of auto insurance must be provided when requesting mileage or rental car reimbursement for County business.

Travel Insurance

Contractors assume all risks and expenses associated with obtaining insurance deemed necessary when using private vehicles or rental vehicles for business-related travel. The cost of such insurance is not reimbursable. It is the contractors' responsibility to protect against damage to their vehicles and legal liability in the form of insurance that complies with the State of California law and Insurance Code.

Lodging Costs

Lodging expenses will be reimbursed at the actual expenses up to the federal per diem rate plus hotel tax. Itemized receipt must be provided.

Meal Costs

Meals on authorized County business will be reimbursed at the federal meal per diem rate.

Federal Per Diem Rate

For Travel within the Continental US, use rate listed on <http://www.gsa.gov/>

- Includes 48 contiguous states and District of Columbia high cost locations
- Applies to short term travel (29 days or fewer)
- Use County Code (www.naco.org) search when the city is not listed and to identify if the city is in a high cost county
- If neither city nor county is listed, use CONUS standard lodging/meal rate

Incidental and Other Reimbursable Expenses

Reasonable and necessary costs for other travel expenses will be reimbursed when supported by itemized receipts (if more than \$10) or other appropriate documentation. Incidental expenses incurred will be reimbursed up to GSA limit (currently at \$5 per day)

ATTACHMENT 5

Non-reimbursable Expenses include:

Travel and related expenses performed outside the scope of contract agreement will be denied.

This includes, but is not limited to:

1. Expenses incurred prior to the execution of the agreement
2. Expenses incurred after the expiration of the agreement
3. During the term of the agreement, but without proper approval by the department contract monitor
4. Travel costs in excess of those allowed within the County Travel Policy or those prescribed by the contract
 - If official business travel is interrupted for personal convenience, any resulting additional expenses shall be borne by the contractor.
 - Airfare exceeding the lowest available price for standard coach class
 - Parking and traffic violations
 - Mileage for County vehicle
 - Mileage for commute to work
 - Emergency repairs for non-County vehicles
 - Insurance not provided for under the Travel Policy
 - Car rental service option and small vehicle insurance
 - Tips exceeding guidelines
 - Airline club membership or credit card fees
 - Refreshments, snacks, alcoholic beverages
 - Personal travel expenses
 - Medicinal remedies, health supplies, cosmetics
 - Personal entertainment, e.g. in-room movies
 - Childcare fees or kennel/boarding fees
 - Short term airport parking exceeding long term rate
 - Incidental expenses that are to be of personal nature, extravagant, or might be considered to be unreasonable or unnecessary

Final Accounting for the Trip

A final accounting for the trip must be provided to the department within 21 days after the end of the trip. Travel reimbursement submitted after six months from the travel end-date will not be reimbursed.

Travel Receipts

If the agreement has a provision for travel reimbursement, the contractors' travel expenses submitted for reimbursement must be substantiated by valid receipts or other appropriate written evidence that show the following:

- Name of the establishment
- Location of the establishment
- Date(s) the expense(s) incurred
- The type of expenses, and
- The amount of the expenses

ATTACHMENT 5

The following documentation, when applicable, must be included with each travel expense report:

- Airline ticket - the invoice, e-ticket, or the original passenger copy of the airline ticket
- Lodging - the itemized lodging receipt
- Automobile rental - the original rental receipt
- Other expenses: for all other expenses, the original receipt must be provided for any single item costing \$10 or more
- Other required documentation as specified in the contract

ATTACHMENT 6 JAIL FACILITIES TOUR INFORMATION

Jail Facility Rules

DRESS CODE RULES STRICTLY ENFORCED

We look forward to having you visit our jail facilities on the upcoming tour. To make this event successful and stay on schedule, please take the time to read and understand the rules below. Your participation in the Tour and Pre-proposal Conference may be cancelled for non-compliance.

- Visitors will be allowed entry once they have cleared the metal detector. Each visitor will have three opportunities to clear the metal detector. This process is the equivalent to clearing airport security.
- All visitors must wear shoes and clothing that is appropriate for visiting at the Main Jail and the Elmwood Correctional Complex or they will not be allowed entry into the facility.
- Length of dresses, skirts (including slit skirts) and shorts not to exceed two inches above the knee.
- Clothing shall not expose any part of the torso, back, shoulders, chest or midsection.
- Undergarments must not be visible.
- Transparent clothing, strapless, halter, spaghetti straps, bare midriff clothing, tank tops, and attire displaying obscene/offensive language or drawings is prohibited.
- Visitors must empty the contents of their pockets and remove jackets, coats or sweaters for search.
- Buttons and zippers will remain fastened.
- Clothing that resembles custody issued inmate clothing will not be allowed.
- Law enforcement or military patterned clothing will not be allowed.
- Visitor must wear shoes, must be closed toe.
- Clothing or footwear containing metal should not be worn.
- No hats allowed.
- No money allowed.
- Visitors must present medical verification for any internal metal hardware.
- No medical attire (for example scrubs) will be allowed.
- No weapons of any kind.
- No electronics will be allowed into the facilities. This includes, but is not limited to, cell phones, smart watches or any photography equipment.
- No purses or briefcases.
- Anything else deemed inappropriate by the Facility Commander or his/her designee will not be allowed.

Visitors Advisory

- All visitors are subject to search while on the Main Jail and Elmwood Correctional Complexes.
- The Main Jail and Elmwood Correctional Complex is a "NO HOSTAGE" facility.
- This pre-bid tour may be cancelled without notification.

Tour Tips

- Please be prompt; allow time to find parking and to clear security.
- To expedite clearance into the facilities, think "airport security." Remember that less is better; belts, watches, shoes, etc. may need to be removed to clear the metal detector.
- Please bring your government issued identification with you, this will be used to identify you and will be exchanged for a facility access badge, which is required to enter the jails. It will be returned to you at the end of each facility tour.
- You will only be allowed to have a notepad and pen to take notes on the tours.
- No taking of photos will be permitted.
- Please bring only your ID, notepad and pen with you, nothing else.
- Wear comfortable shoes.

Tour Itinerary

8:00-8:30 am	Check-in at Main Jail lobby (150 West Hedding Street, San Jose, CA 95110).
8:30-11:30 am	Main Jail tour including safety briefing
11:30 am-12:30 pm	Lunch Break (on your own)
12:30-5:00 pm	Check-in at Elmwood Correctional Complex – West Gate (945 Thompson Street, Milpitas CA 95035). There will be a Bidders' conference in the squad room after the jail tour.

Main Jail Complex



150 West Hedding Street, San Jose, CA 95110

DIRECTIONS TO MAIN JAIL:

From Interstate 880

Take the North First Street exit. Proceed south on North First Street to West Hedding Street. Turn right on West Hedding Street. The complex is on the southwest corner of the intersection of West Hedding and San Pedro.

From U.S. 101

Exit on to southbound Interstate 880. Exit at the North First Street exit. Proceed south on North First Street to West Hedding Street. Turn right on West Hedding Street to San Pedro.

PARKING near MAIN JAIL:

Paid public parking is available in the parking structure located directly across from the Main Jail and the Hall of Justice on the north side of Hedding Street. There is an elevated walkway that crosses West Hedding Street. Due to the length of the tour, it is not recommended to utilize street parking with parking meters.

Elmwood Correctional Complex



945 Thompson Street, Milpitas, CA 95035

Directions

The facility is located off Great Mall Parkway between Abel Street and Interstate 880 in Milpitas. The West Gate Elmwood Men's visiting lobby faces the northbound lanes of Interstate 880 and is accessible via the Great Mall Parkway exit.

From Interstate 680

Take the North Capitol Avenue exit in San Jose. Proceed north about 3.6 miles. Turn right on frontage road along northbound I-880 lanes to West Gate parking lot entrance.

From Interstate 880

Take the Great Mall Parkway exit. From southbound I-880, turn left from the exit, over the freeway overpass, then left again to the frontage road along I-880 to the West Gate parking lot.

From northbound I-880, continue north through the off-ramp intersection with Great Mall Parkway to the frontage road along I-880 to the West Gate parking lot.

PARKING at ELMWOOD CORRECTIONAL COMPLEX:

Free public parking is available in the Elmwood parking lot. Enter the parking lot off of Thompson Street across the street from the Toyota dealership. Please park in the designated visitor parking spaces.

ATTACHMENT 7 DESIRED FEATURES AND FUNCTIONALITY

The County has been gathering additional requirements for the Inmate Calling Systems and the Inmate Tablet Platform which may be used as a reference when proposing the Program.

7.1.1 INMATE CALLING SYSTEMS - TECHNICAL

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
TRCG	General	
TRCG-1	The Proposer's solution shall support the use the National Information Exchange Model (NIEM) message format and LEXS for inter- communication between systems.	H
TRCI	Interfaces	
TRCI-1	Simple Object Access Protocol (SOAP) 1.x or later over HTTP via TLS	H
TRCI-2	Representational State Transfer (REST) over HTTP via TLS	H
TRCI-3	Secure File Transport Protocol	D
TRCI-4	Java Messaging Service (JMS) 1 or later	D
TRCI-5	Simple Mail Transport Protocol (SMTP)	D
TRCI-6	The Proposer's solution shall support data exchanges using customized XML formats.	H
TRCI-7	The Proposer's solution shall support Microsoft SQL Server 2014 or later.	H
TRCI-8	The Proposer's solution shall be implemented on virtualized Microsoft Windows Server 2012 R2 operating system.	H
TRCI-9	The solution shall support virtualization using VMware infrastructure (vSphere 5.5 Update 3 and vSphere 6 Update 1 or later).	H
TRCI-10	The solution shall provide or be compatible with operating system time synchronicity between all solution components.	H
TRCB	Batch processing capabilities	
TRCB-1	The Provider shall provide a catalog of batch jobs available for execution with required and optional parameters, expected result, side effects, and error or exception results.	H
TRCB-2	The solution shall provide the ability to schedule batch jobs in a flexible manner.	H
TRCB-3	The solution shall provide the ability to prioritize and sequence batch jobs.	H
TRCB-4	The solution shall support the ability to rollback a batch job that has already completed.	H
TRCB-5	The solution shall support the ability to send notifications to designated users or roles upon failure of a batch job.	H

ATTACHMENT 7

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
TRCB-6	The solution shall support the ability to restart a batch job which has stopped execution before completion.	H
TRCB-7	The Provider shall provide instructions to recover the system in the event that a batch job has failed.	H
TRCB-8	The Provider shall supply a catalog of predefined reports that are supplied with the system, including description of output, sample output, and required and optional parameters.	H
TRCB-9	The Provider shall supply a catalog of data elements which can be included in reports.	H
TRCB-10	The solution shall include the ability to create user defined reports.	H
TRCB-11	The solution shall include the ability to add user defined reports to the catalog of reports available for request.	D
TRCB-12	The solution shall provide the ability to schedule reports in a flexible manner.	D
TRCB-13	The solution shall provide the ability to distribute reports or send notification of report availability to end users.	D
TRCE	Back End System	
TRCE-1	All equipment must be rack mounted.	H
TRCE-3	All equipment must have the ability to be locked.	D
TRCE-4	All telephone instruments shall be line powered and have UPS back-up power capability; Proposals shall provide specific electrical and back-up power supply requirements.	H
TRCE-5	The Proposer shall propose a solution in which the time needed for planned downtime to install patches, upgrades, or bug fixes will not exceed a combined 1 hour per year.	H
TRCE-6	The solution shall be designed to avoid single points of failure.	H
TRCE-7	Vendor shall track the phone type of connection.	H

ATTACHMENT 7

7.1.2 INMATE CALLING SYSTEMS - FUNCTIONAL

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
FRCG	General	
FRCG-1	The solution's interfaces supporting its Administration, Operations, and Development shall be accessible via web browser, supporting HTML 5.	H
FRCG-2	The Proposer's solution shall provide search capability to view the audit/logged information by sub-system, source system, target system, date, and time, or other defined set of parameters.	H
FRCG-3	The Proposer's solution shall maintain audit records as either: active, archived, or purged (removed from the active database but available for query and reporting) based on the end user configurable duration setting.	H
FRCG-4	The solution shall provide the capability to overwrite the log file if required by maximum size or by date/period (daily, weekly, monthly)	H
FRCG-5	Successful and unsuccessful attempts to access (read) the audit log file	H
FRCG-6	Associate a Level (Informational, Warning, Error, Critical, Success , Failure) to logged events	D
FRCG-7	The solution shall provide the capability to export, archive, purge and overwrite the event logs	D
FRCG-8	The solution shall provide the capability to provide Alerts and Notifications for logged events	D
FRCG-9	The Proposer's Solution shall have the ability to backup and restore the audit log to/from archival storage.	H
FRCG-10	The Proposer's solution shall provide the capability to support notifications based on user-defined event triggers (example: Notification to Security Officer for unauthorized User ID access attempts exceed a predefined number of attempts).	H
FRCG-11	The Proposer's solution shall provide the ability to track solution uptime by issuing log entries indicating solution startup and shutdown times.	D
FRCG-12	The solution shall accommodate the estimated number of Users in the table above while maintaining required operational performance levels.	H
FRCG-13	The Proposer will provide documentation to support implementing access controls for the solution that comply with the relevant Federal and California State Security and Privacy policies.	H
FRCG-14	The solution shall provide the Security, Authentication, and Authorization capabilities from a management console.	H
FRCG-15	The solution shall provide auditability functions that will comply with FBI CJIS Security Policy version 5.5 or later https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center .	H

ATTACHMENT 7

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
FRCG-16	The solution shall remain compliant with the FBI CJIS Security Policy throughout the performance of this contract by applying changes and enhancements to the solution.	H
FRCG-17	The solutions database shall be configurable to provide, at a minimum, 256-bit encryption of data at rest within the database. (Supports FIPS 140-2 certified FIPS 197 AES encryption methods)	H
FRCG-18	The number of attempts and the associated time period at which the restriction shall be triggered is configurable by a solution administrator.	H
FRCG-19	The account access restriction triggered by repeated unsuccessful login attempts shall include the ability to lock the login account against further login attempts for a time period configured by a solution administrator.	H
FRCG-20	The account access restriction triggered by repeated unsuccessful login attempts shall include the ability to lock the login account against further login attempts for a time period established by a County specified algorithm (i.e. for a random period within a time range).	H
FRCG-21	The Proposer’s Solution shall provide the ability for a system administrator to define a session timeout based on security group or role.	H
FRCG-22	The authentication mechanism that the Proposer’s solution relies upon shall provide the ability to define password security requirements by security group or role.	H
FRCG-23	The solution’s authentication environment shall be able to restrict passwords to be a minimum length specified in County Password policy and CJIS policy.	H
FRCG-24	The solution shall provide the capability to display to users a County defined system use notification message or banner before granting access to the system that provides privacy and security notices consistent with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance.	H
FRCG-25	The solution shall provide the capability to notify the user, upon successful logon / access to the system, of the date and time of the last logon / access.	H
FRCG-26	The solution shall prevent further access to the system in a user session by initiating a session lock after a County defined time period of inactivity or upon receiving session lock request from the user.	H
FRCG-27	The solution shall prevent further access to the system in a locked user session until the user reactivates access using established authentication procedures.	H
FRCG-28	The solution shall provide an administrative Application Program Interface which can be used to terminate a user session from a County provided mechanism (from a console or automated rule based event trigger).	D

ATTACHMENT 7

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
FRCG-29	The Proposer’s Solution shall provide the ability to comply with County Policies for End-user authorization including but not limited to the following: Groups, Locations, Roles, etc.	H
FRCG-30	The Proposer’s Solution shall provide the ability to comply with role based authorization methods that support the HIPAA Security and Privacy Rules.	H
FRCG-31	The Proposer’s solution shall provide a mechanism to authenticate publisher and subscriber systems involved in a data exchange using multifactor authentication.	H
FRCG-32	The Proposer shall provide a catalog of the account roles that are provided in the solution for controlling access to database tables and stored procedures for querying, report execution, update, and administrative purpose (changing access).	H
FRCG-33	The Proposer’s solution shall provide a mechanism that encrypts and decrypts according to NIST and FIPS Justice Standards. (FIPS 140-2 and FIPS 197, per CJIS security policy 5.3)	H
FRCG-34	The solution shall provide the capability to terminate the network connection associated with a communications session after a County specified time period of inactivity.	H
FRCG-35	The Proposer’s solution shall produce immediate security alert notifications upon detection of a security policy violation.	H
FRCG-36	The Proposer’s Solution shall have the ability to produce a report documenting all security related items in the system by selectable duration (shift, day, month, etc.)	H
FRCG-37	The Proposer’s solution shall support the ability for configuring solution and its sub-systems for the distribution of security alert notifications.	H
FRCG-38	The solution shall be configurable, based on assigned authentication levels, by administrative and operations users, upon completion of training provided by the Proposer’s Professional Services group.	H
FRCG-39	Administrative configuration shall include, but not be limited to: <ul style="list-style-type: none"> ● Provisioning Accounts (Service and User) ● Defining Roles ● Configuring Logging and Audit controls ● Configuring subsystem integration ● Securing accessibility to subsystems ● Creating service ports ● Provisioning Storage ● Defining service privileges ● Assigning network interfaces to services 	H
FRCG-40	Operations configuration shall include, but not be limited to: <ul style="list-style-type: none"> ● Defining startup and shutdown procedures ● Monitoring services ● Configuring High-Availability Architectures 	H
FRCG-41	Database configuration shall include, but not be limited to: <ul style="list-style-type: none"> ● Establishing and configuring the solution to use databases 	H

ATTACHMENT 7

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
	supporting: o Reporting o Logging o User Stores o Security o Defining Security Roles for databases	
FRCG-42	The Proposer shall provide application installation procedures for the solution. These procedures are to be based on a high-availability architecture.	H
FRCG-43	The Proposer shall specify the architectural design that is to be employed so that the County can maintain the system with direct vendor support.	H
FRCG-44	The solution shall provide the ability to generate reports listing the roles or groups who have been granted access rights to available functions.	H
FRCG-45	The Proposer’s Solution shall provide the ability for administrative users to manage the logical data groupings to be automatically archived and the archival retention duration based on business rules.	D
FRCG-46	The solution shall provide the ability, with authorization, to manually control and override rules related to archiving specific data items.	H
FRCP	Phones & TDD Devices	
FRCP-1	Provide the method/steps taken by in the system’s architecture and design to ensure that inmates can obtain dial tone during peak calling periods.	H
FRCP-2	The proposed system shall provide the ability for a system administrator to designate a list of specific destination telephone numbers for which call attempts from the proposed system will generate automatic dial-outs to pre-programmed County designated telephone numbers, so as to alert County designated individuals of the call attempt.	H
FRCP-3	Once entered, blocked telephone numbers shall become immediately blocked from all inmate telephones.	H
FRCP-4	Three way call attempt logging shall be available in the form of management reports provided within the proposed system.	H
FRCR	Reports	
FRCR-1	All training shall be provided at no cost to the County for the duration of the Agreement term.	H
FRCM	Maintenance and Repair Costs	
FRCM-1	The Contractor shall provide two (2) full time (40 hours per week) telephone service technicians, on-site.	H
FRCS	On-site Support	
FRCS-1	Level One support person on-site during County standard business hours (8-5, Monday through Friday).	H

ATTACHMENT 7

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
FRCC	24-Hour Support	
FRCC-1	The Contractor shall provide twenty-four (24) hour, 7-day a week, 365 days a year telephone access, including access to a live operator, to support resources, with local or toll free number for full maintenance support, for reporting trouble calls, nonscheduled maintenance and requests for system administration, for the proposed system. Include the toll-free number in the proposal.	H
FRCE	Escalation Process	
FRCE-1	The Contractor shall provide a toll-free telephone number with access to a live operator twenty-four hours per day, seven days per week to County staff for reporting trouble calls, nonscheduled maintenance and requests for system administration.	H
FRCE-2	Proposals shall include a description the process the vendor follows to respond to such calls including the average length of time County staff may be expected to wait before being connected with a support representative, and, the average length of time taken by the vendor to resolve trouble calls.	H

ATTACHMENT 7

7.2.1 INMATE TABLET PLATFORM - TECHNICAL

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
TRTG	General	
TRTG-1	The Proposer’s solution shall support the use the National Information Exchange Model (NIEM) message format and LEXS for inter- communication between systems.	H
TRTI	Interfaces	
TRTI-1	Simple Object Access Protocol (SOAP) 1.x or later over HTTP via TLS	H
TRTI-2	Representational State Transfer (REST) over HTTP via TLS	H
TRTI-3	Secure File Transport Protocol	D
TRTI-4	Java Messaging Service (JMS) 1 or later	D
TRTI-5	Simple Mail Transport Protocol (SMTP)	D
TRTI-6	The Proposer’s solution shall support data exchanges using customized XML formats.	H
TRTI-7	The Proposer’s solution shall support Microsoft SQL Server 2014 or later.	H
TRTI-8	The Proposer’s solution shall be implemented on virtualized Microsoft Windows Server 2012 R2 operating system.	H
TRTI-9	The solution shall support virtualization using VMware infrastructure (vSphere 5.5 Update 3 and vSphere 6 Update 1 or later).	H
TRTI-10	The solution shall provide or be compatible with operating system time synchronicity between all solution components.	H
TRTB	Batch processing capabilities.	
TRTB-1	The Provider shall provide a catalog of batch jobs available for execution with required and optional parameters, expected result, side effects, and error or exception results.	H
TRTB-2	The solution shall provide the ability to schedule batch jobs in a flexible manner.	H
TRTB-3	The solution shall provide the ability to prioritize and sequence batch jobs.	H
TRTB-4	The solution shall support the ability to rollback a batch job that has already completed.	H
TRTB-5	The solution shall support the ability to send notifications to designated users or roles upon failure of a batch job.	H
TRTB-6	The solution shall support the ability to restart a batch job which has stopped execution before completion.	H
TRTB-7	The Provider shall provide instructions to recover the system in the event that a batch job has failed.	H
TRTB-8	The Provider shall supply a catalog of predefined reports that are supplied with the system, including description of output, sample output, and required and optional parameters.	H
TRTB-9	The Provider shall supply a catalog of data elements which can be included in reports.	H

ATTACHMENT 7

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
TRTB-10	The solution shall include the ability to create user defined reports.	H
TRTB-11	The solution shall include the ability to add user defined reports to the catalog of reports available for request.	D
TRTB-12	The solution shall provide the ability to schedule reports in a flexible manner.	D
TRTB-13	The solution shall provide the ability to distribute reports or send notification of report availability to end users.	D
TRTT	Tablets	
TRTT-1	Inmate tablets shall support up to 12 hours of battery life and be rechargeable to full capacity within an 8 hour period.	H
TRTE	Back End System	
TRTE-123	All equipment must be rack mounted.	H
TRTE-124	All equipment must have the ability to be locked.	D
TRTE-141	All telephone instruments shall be line powered and have UPS back-up power capability; Proposals shall provide specific electrical and back-up power supply requirements.	H
TRTS	On-Site Support	
TRTS-1	Level One support person on-site during County standard business hours (8-5, Monday through Friday).	H
TRT24	24-Hour Support	
TRT24-1	The Contractor shall provide twenty-four (24) hour, 7-day a week, 365 days a year telephone access, including access to a live operator, to support resources, with local or toll free number for full maintenance support, for reporting trouble calls, nonscheduled maintenance and requests for system administration, for the proposed system. Include the toll-free number in the proposal.	H

ATTACHMENT 7

7.2.2 INMATE TABLET PLATFORM - FUNCTIONAL

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
FRTG	General	
FRTG-1	The solution's interfaces supporting its Administration, Operations, and Development shall be accessible via web browser. (See RFP Attachment 10 County Supported Environments and Policies.)	H
FRTG-2	The solution's interfaces supporting its Administration, Operations, and Development shall be accessible via Thick Client. (See RFP Attachment 10 County Supported Environments and Policies.)	D
FRTG-3	The Proposer's solution shall provide search capability to view the audit/logged information by sub-system, source system, target system, date, and time, or other defined set of parameters.	H
FRTG-4	The Proposer's solution shall maintain audit records as either: active, archived, or purged (removed from the active database but available for query and reporting) based on the end user configurable duration setting.	H
FRTG-5	The solution shall provide the capability to overwrite the log file if required by maximum size or by date/period (daily, weekly, monthly)	H
FRTG-6	Successful and unsuccessful attempts to access (read) the audit log file	H
FRTG-7	Associate a Level (Informational, Warning, Error, Critical, Success , Failure) to logged events	D
FRTG-8	The solution shall provide the capability to export, archive, purge and overwrite the event logs	D
FRTG-9	The solution shall provide the capability to provide Alerts and Notifications for logged events	D
FRTG-10	The Proposer's Solution shall have the ability to backup and restore the audit log to/from archival storage.	H
FRTG-11	The Proposer's solution shall provide the capability to support notifications based on user-defined event triggers (example: Notification to Security Officer for unauthorized User ID access attempts exceed a predefined number of attempts).	H
FRTG-12	The Proposer's solution shall provide the ability to track solution uptime by issuing log entries indicating solution startup and shutdown times.	D
FRTG-13	The Proposer's solution shall provide the ability to track transaction response times.	D
FRTG-14	Data Record information including but not limited to record returned, records added, records updated, search criteria, search results, and related unstructured data.	H
FRTG-15	Event message Source / Destination	D
FRTG-16	Event Code and Description	D
FRTG-17	User provided audit message.	D

ATTACHMENT 7

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
FRTG-18	Status (Success, Failure)	H
FRTG-19	If query, identification of query / stored procedure and input parameters.	D
FRTG-20	The Solution shall have the ability to back up the audit log for long-term storage.	H
FRTA	Maintain an audit log record for the following data exchange activities to support the accountability, reconstruction of events and problem identification:	
FRTA-1	Request sent (message)	H
FRTA-2	Request delivered (acknowledgement if guaranteed delivery)	D
FRTA-3	Request not delivered	D
FRTA-4	Request pending for replay	D
FRTA-5	Request for replay failed	D
FRTA-6	Response received	D
FRTA-7	Response not received (asynchronous or synchronous)	D
FRTA-8	Response delivered	D
FRTA-9	Receive acknowledgement	D
FRTA-10	Sent acknowledgement	D
FRTRD	Record the following attributes for each data exchange activity to provide the current status of a transaction:	
FRTRD-1	Type of message based on the header or content (i.e. data exchange for Booking, Transport, Release, etc.)	H
FRTRD-2	Date and Time	H
FRTRD-3	User-definable audit message	D
FRTRM	Record the following attributes related to message generation or processing:	
FRTRM-1	Mapping success or failure	D
FRTRM-2	Data Transformation success or failure	D
FRTRM-3	Message out of sequence error	D
FRTRM-4	Message formatting error	D
FRTRM-5	Message Receipt success or failure	D
FRTRM-6	Event triggers success or failure	H
FRTM	Maintenance and Configuration	
FRTM-1	The Proposer shall propose a solution in which the time needed for planned downtime to install patches, upgrades, or bug fixes will not exceed a combined 1 hour per year.	H
FRTM-2	The solution shall be designed to avoid single points of failure.	H
FRTM-3	The solution shall accommodate the estimated number of Users in the table above while maintaining required operational performance levels.	H
FRTM-4	The Proposer shall clearly identify or separate configuration settings which are specific to an individual environment to simplify the	H

ATTACHMENT 7

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
	management of these configuration settings from environment to environment (test vs. production for example).	
FRTM-5	The Proposer shall use configuration variables as placeholders for configuration settings to support application deployment automation.	H
FRTM-6	The solution shall maintain records as either: active, removed from view (expunged), archived, or purged (removed from the active database but available for query and reporting).	H
FRTM-7	The solution shall provide Security, Authentication, and Authorization capabilities throughout the solution using either Active Directory or another LDAP system.	H
FRTM-8	The Proposer will provide documentation to support implementing access controls for the solution that comply with the relevant Federal and California State Security and Privacy policies.	H
FRTM-9	The solution shall provide the Security, Authentication, and Authorization capabilities from a management console.	H
FRTM-10	The solution shall provide auditability functions that will comply with FBI CJIS Security Policy version 5.5 or later https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center .	H
FRTM-11	The solution shall remain compliant with the FBI CJIS Security Policy throughout the performance of this contract by applying changes and enhancements to the solution.	H
FRTM-12	The Proposer's Solution shall provide the ability to comply with two-factor authentication.	H
FRTM-13	The number of attempts and the associated time period at which the restriction shall be triggered is configurable by a solution administrator.	H
FRTM-14	The account access restriction triggered by repeated unsuccessful login attempts shall include the ability to lock the login account against further login attempts for a time period configured by a solution administrator.	H
FRTM-15	The account access restriction triggered by repeated unsuccessful login attempts shall include the ability to lock the login account against further login attempts for a time period established by a County specified algorithm (i.e. for a random period within a time range).	H
FRTM-16	The Proposer's Solution shall provide the ability for a system administrator to define a session timeout based on security group or role.	H
FRTM-17	The authentication mechanism that the Proposer's solution relies upon shall provide the ability to define password security requirements by security group or role.	H
FRTM-18	The solution's authentication environment shall be able to restrict passwords to be a minimum length specified in County Password policy and CJIS policy.	H

ATTACHMENT 7

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
FRTM-19	The solution shall provide the capability to display to users a County defined system use notification message or banner before granting access to the system that provides privacy and security notices consistent with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance.	H
FRTM-20	The solution shall provide the capability to notify the user, upon successful logon / access to the system, of the date and time of the last logon / access.	H
FRTM-22	The solution shall prevent further access to the system in a user session by initiating a session lock after a County defined time period of inactivity or upon receiving session lock request from the user.	H
FRTM-23	The solution shall prevent further access to the system in a locked user session until the user reactivates access using established authentication procedures.	H
FRTM-24	The solution shall provide an administrative Application Program Interface which can be used to terminate a user session from a County provided mechanism (from a console or automated rule based event trigger).	D
FRTM-25	The Proposer's Solution shall provide the ability to comply with County Policies for End-user authorization including but not limited to the following: Groups, Locations, Roles, etc.	H
FRTM-26	The Proposer's Solution shall provide the ability to comply with role based authorization methods that support the HIPAA Security and Privacy Rules.	H
FRTM-27	The Proposer's solution shall provide a mechanism to authenticate publisher and subscriber systems involved in a data exchange using multifactor authentication.	H
FRTM-28	The Proposer shall provide a catalog of the account roles that are provided in the solution for controlling access to database tables and stored procedures for querying, report execution, update, and administrative purpose (changing access).	H
FRTM-29	The Proposer's solution shall provide a mechanism that encrypts and decrypts according to NIST and FIPS Justice Standards. (FIPS 140-2 and FIPS 197, per CJIS security policy 5.3)	H
FRTM-30	The solution shall provide the capability to terminate the network connection associated with a communications session after a County specified time period of inactivity.	H
FRTM-31	The Proposer's solution shall produce immediate security alert notifications upon detection of a security policy violation.	H
FRTM-32	The Proposer's Solution shall have the ability to produce a report documenting all security related items in the system by selectable duration (shift, day, month, etc.)	H
FRTM-33	The Proposer's solution shall support the ability for configuring solution and its sub-systems for the distribution of security alert notifications.	H

ATTACHMENT 7

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
FRTM-34	The solution shall be configurable, based on assigned authentication levels, by administrative and operations users, upon completion of training provided by the Proposer’s Professional Services group.	H
FRTM-35	Administrative configuration shall include, but not be limited to: <ul style="list-style-type: none"> ● Provisioning Accounts (Service and User) ● Defining Roles ● Configuring Logging and Audit controls ● Configuring subsystem integration ● Securing accessibility to subsystems ● Creating service ports ● Provisioning Storage ● Defining service privileges ● Assigning network interfaces to services 	H
FRTM-36	Operations configuration shall include, but not be limited to: <ul style="list-style-type: none"> ● Defining startup and shutdown procedures ● Monitoring services ● Configuring High-Availability Architectures 	H
FRTM-37	Database configuration shall include, but not be limited to: <ul style="list-style-type: none"> ● Establishing and configuring the solution to use databases supporting: <ul style="list-style-type: none"> ○ Reporting ○ Logging ○ User Stores ○ Security ○ Defining Security Roles for databases 	H
FRTM-38	The Proposer shall provide application installation procedures for the solution. These procedures are to be based on a high-availability architecture.	H
FRTM-39	The Proposer shall specify the architectural design that is to be employed so that the County can maintain the system with direct vendor support.	H
FRTM-40	The solution shall provide the ability to generate reports listing the roles or groups who have been granted access rights to available functions.	H
FRTM-41	The Proposer’s Solution shall provide the ability for administrative users to manage the logical data groupings to be automatically archived and the archival retention duration based on business rules.	D
FRTM-42	The solution shall provide the ability, with authorization, to manually control and override rules related to archiving specific data items.	H
FRTT	Tablet Specifics	
FRTT-1	Vendor shall provide each inmate a biometric login capability.	H
FRTT-2	Vendor’s intranet system for the Tablets shall allow other content provided or arranged by County to be available for the inmates at no cost. This content may include, but is not limited to, educational	H

ATTACHMENT 7

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
	materials and content provided free of charge to County and inmate by other companies or entities, such as books from libraries.	
FRTI	Required at Introduction	
FRTI-1	Web browsing <ul style="list-style-type: none"> • Inmate tablet computers shall not include internet access to websites other than those individually approved by SO/DOC authorized staff. • Vendor will provide explanation on how to manage and control content from the internet 	D
FRTF	Required to be free to the inmate	
FRTF-1	Phone app The capability to make phone calls through Vendor’s ICS in the same manner as a landline. The phone calls completed via the Tablets shall conform to all requirements and mandatory features for the ICS as set forth in this RFP.	H
FRTF-2	Streaming Services that minimally include music, books, and games: Configuration to allow inmates the ability to purchase County approved fee-based services using funds from their inmate account and/or funds deposited from friends and family. Proposals are required to include a description of services that will be available, how the purchasing system will work and ALL costs.	D
FRTF-3	Future Functionality The following list of functionality descriptions is the SO/DOC’s “wish list” for future capabilities of inmate tablet computers. These capabilities should be included on the product roadmap and timeline for the selected inmate tablet product. <ul style="list-style-type: none"> • Medical forms and request submission • Music; expanded and optional subscription based • Institutional Certificates of Completion and/or Units • Remedial Courses (English, Math, Writing) • Vocational Programs • Free Content • Medium Priority • Post Release Housing and Food Assistance • Alcoholics Anonymous, Narcotics Anonymous Programs • Parenting Programs • Self-Paced Content Consumption • System Generated Bookmarks • Low Priority • Suggestion Box • Print Media; News, Magazines • Movies 	D

ATTACHMENT 7

Requirement ID	Requirement Description	Importance: (H) Highly Desirable or (D) Desirable
	<ul style="list-style-type: none"> • Games • Email • Job Readiness • Health & Wellness • Job /Career Exploration and Requirements 	
FRTR	Training	
FRTR-1	All training shall be provided at no cost to the County for the duration of the Agreement term.	H
FRTC	Maintenance and Repair Costs	
FRTC-1	The Contractor shall provide 2 full time (40 hours per week) tablet service technicians, on-site, for the startup period.	H
FRTS	24-Hour Support	
FRTS-1	The Contractor shall provide twenty-four (24) hour, 7-day a week, 365 days a year telephone access, including access to a live operator, to support resources, with local or toll free number for full maintenance support, for reporting trouble calls, nonscheduled maintenance and requests for system administration, for the proposed system. Include the toll-free number in the proposal.	H