

REQUEST FOR PROPOSALS (RFP)

SANDOVAL COUNTY

DETAINEE COMMUNICATION SERVICES

RFP# FY21-SCDC-02



Release Date: November 29, 2020

Due Date: December 17, 2020 at 3:00 p.m.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Sandoval County Board of County Commissioners is requesting sealed proposals on behalf of the Sandoval County Detention Center (SCDC) for detainee communication services (NIGP Commodity Code # 91579). Responses shall be accepted in the Finance Department, Attn: Ms. Trish Greene, Sandoval County Administrative Bldg., 1500 Idalia Road, Bldg. D 2nd Floor, P.O. Box 40, Bernalillo, New Mexico up to 3:00 p.m. (Mountain Standard Time) on **December 17, 2020**. The Sandoval County Board of Commissioners reserves the right to reject any and all responses.

SCDC is located at 1100 Montoya Road, Bernalillo, New Mexico, 87004. SCDC houses adult men and women and has a bed capacity of 511 with an average daily population of 420. Approximately 200 of those detained at SCDC are Federal Detainees with an average length of stay of 45 days, while the balance are Sandoval County or Regional detainees with an average length of stay of 15 days. The facility books an average of 8,000 state and federal detainees a year.

B. SCOPE OF PROCUREMENT

The County's intent of this Request for Proposal (RFP) is to obtain proposals from qualified agencies that can do business within the State of New Mexico to provide detainee communication services to the Sandoval County Detention Center. General Service Categories include detainee communication services, video visitation hardware installation and maintenance. The software shall be Internet Protocol (IP) based and Mobile friendly (both Android and Apple compatible). Software applications for service shall include communication investigative tools, detainee electronic mail, commissary ordering, detainee forms and grievances, and law library. Access to any additional applications such as Jail Management Software (JMS) and/or electronic Global Positioning System (GPS) detainee monitoring software at no additional cost to the County is preferred. The County reserves the right to carve out select General Service Categories at the full discretion of the County.

C. TERM OF CONTRACT

This RFP is to contract for four (4) years upon satisfactory completion of the Scope of Services. The Term of Contract shall commence on the date of the execution of this Agreement.

The resulting contract shall be a single award.

D. PROCUREMENT MANAGER

Sandoval County has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Trish Greene, Senior Procurement Specialist
Address: Sandoval County Finance Department
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Telephone: (505) 404-5873
Fax: (505) 867-7605
Email: tgreene@sandovalcountynm.gov

All deliveries of responses via express carrier must be addressed as follows

Name: Trish Greene, Senior Procurement Specialist
Reference RFP Name: **DETAINEE COMMUNICATION SERVICES**
RFP# FY21-SCDC-02
Address: Sandoval County
1500 Idalia Road Bldg. D
PO Box 40
Bernalillo, NM 87004

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may **ONLY** contact the Procurement Manager regarding this procurement. Other county employees or Evaluation Committee members do not have the authority to respond on behalf of the County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion shall be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests shall not be considered as properly submitted nor shall protests delivered to the Procurement Manager be considered properly submitted.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager shall make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue of RFP	Sandoval County	November 29, 2020
2. Return of Acknowledgement of Receipt	Potential Offerors	December 3, 2020
3. Deadline to Submit Written Questions	Potential Offerors	December 7, 2020 by 1:00 PM MST
4. Response to Written Questions	Procurement Manager	December 9, 2020
5. Return Questionnaire	References	December 11, 2020
5. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>December 17, 2020 by 3:00 PM MST</i>
6. Proposal Evaluation	Evaluation Committee	TBD
7. Contract Awards	Sandoval County	TBD
8. Protest Deadline		+15 days

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the Sandoval County Detention Center.

2. Acknowledgement of Receipt

Potential Offerors may e-mail, hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have the offeror placed on the procurement distribution list. The form should be signed by an authorized representative of the offeror, dated and returned to the Procurement Manager by 5:00 pm MST or MDT on **December 3, 2020**.

The procurement distribution list shall be used for the distribution of written responses to questions.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **December 7, 2020** at 1:00 pm Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D.

Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions shall be distributed as indicated in the sequence of events to all potential Offerors whose name appears on the procurement distribution list. An e-mail copy shall be sent to all Offeror's that provide Acknowledgement of Receipt Forms.

5. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME /DAYLIGHT TIME ON **DECEMBER 17, 2020**. Proposals received after this deadline shall not be accepted. The date and time of receipt shall be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **Detainee Communication Services and RFP# FY21-SCDC-02**. Proposals submitted by facsimile, or other electronic means shall not be accepted.

A public log shall be kept of the names of all Offerors that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals.

6. Proposal Evaluation

An Evaluation Committee shall perform the evaluation of proposals. This process shall take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Contract Awards

The contract shall be awarded to the Offeror whose proposals are most advantageous to Sandoval County and Sandoval County Residents, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not

have received the most points. The award is subject to appropriate Sandoval County Commission approval.

8. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion shall be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and shall end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Protests received after the deadline shall not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement which may derive from this RFP.

4. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The County personnel shall not merge, collate, or assemble proposal materials.

5. Offeror's Rights to Withdraw Proposal

Offerors shall be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

6. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, shall be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

7. Disclosure of Proposal Contents

- A. Proposals shall be kept confidential until negotiations and the award are completed by the County. At that time, all proposals and documents pertaining to the proposals shall be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager shall not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

8. No Obligation

This RFP in no manner obligates Sandoval County to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of Sandoval County.

10. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations shall be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the contractor as final.

11. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

12. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

13. Basis for Proposal

Only information supplied, in writing, by Sandoval County through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee shall reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

15. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

16. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

17. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or County contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

18. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the Sandoval County.

19. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring County's written permission.

20. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the County shall govern.

21. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. Failure to complete and return the signed unaltered form shall result in disqualification.

22. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

- Identify the submitting business entity.
- Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- Sub-contractor shall not be authorized for this procurement.
- Identify the following with a check mark and signature where required:
 - **Explicitly** indicate acceptance of the Conditions Governing the Procurement
 - **Explicitly** indicate acceptance of Section II of this RFP; and
 - Acknowledge receipt of any and all amendments to this RFP.
- Be signed by the person identified in para 2 above.

23. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist shall not necessarily result in termination of this Agreement. However, the disclosure shall be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested shall render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written

notice to the State Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

24. Use by other Government Entities

By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods and services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government with no obligation or liability incurred by Sandoval County.

25. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

OR

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL) Do **not submit any part of the Cost in the Technical portion of the proposal.**
2. **Cost Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL): **MUST BE IN A SEPARATE SEALED ENVELOPE FROM THE TECHNICAL PROPOSAL. Please submit an electronic version (flash drive) of the Technical and Cost Proposal.**

The original, hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows: Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The (optional) proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material shall not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

Organization of folders/envelopes for hard copy proposals:

1. TECHNICAL PROPOSAL – Binder 1 - Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- A. Signed Letter of Transmittal (Appendix C)
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
 - 1. Response to Specifications
 - 2. Organizational Experience
 - 3. Organizational References
 - 4. Mandatory Specification
 - 5. Signed Campaign Contribution Form (Appendix B)
 - 6. New Mexico Preferences (if applicable)
 - 7. Conflict of Interest Affidavit (Appendix E)
- F. Other Supporting Material (if applicable)
 - 1. Financial Stability
 - 2. Proof of Liability Insurance

2. COST PROPOSAL – A Separate Sealed Envelope

The Offeror is to provide rates that the detainee or their families shall pay for phone calls and/or video chats. **Please submit into a separate sealed envelope.**

IV. SCOPE OF WORK SPECIFICATIONS

There are 27 General Specifications and 6 Mandatory Specifications. Offerors shall respond in the form of a thorough narrative to each specification preceded by the affirmation "(Name of Offeror) acknowledges understanding of this Specification" unless otherwise instructed. If an Offeror is only responding to one General Service Category and a Specification does not apply, they shall instead state "Not Applicable" next to that particular Specification. All narratives, including required supporting materials, shall be evaluated and awarded points accordingly.

A. General Specifications:

A1. General Requirements

The Vendor shall be responsible for all costs of installation or disconnection throughout the term of the Contract.

The Vendor shall be required to furnish and install equipment, dedicated lines and any other item necessary to make this service functional. The incumbent vendor shall remove all equipment, dialers and/or dedicated phone lines from the County facilities without charge.

1. The system shall be a hosted and Internet based application that is securely accessible from a single portal anywhere at any time, including from mobile devices, with a single sign-on capability.
2. The system shall allow outgoing calls only.
3. The system shall have the capability to allow for voicemail.
4. The system shall limit detainee calls to configurable minute increments. Call duration configurations can apply to, location, detainee, site, facility or by telephones.
5. The system shall notify the detainee and called party of any time limits in advance before the system terminates the call.
6. The system shall include voice prompts in English and Spanish. Please identify other language capabilities of the system.
7. The system must provide active acceptance by the called party.
8. The system must provide proactive account set-up for called parties who are not able to accept collect calls. Please describe how this works.
9. The system must notify the called party when they have reached a set balance of its site or personal credit limit. Describe how this works.
10. The stored call recordings should be maintained at the vendors central depository and remain uncompressed and accessible for download by County's authorized personal.
11. All call recordings shall be stored online and available through the online user interface for 24 months.
12. The system shall be a turnkey telephone system and service.
13. The Vendor shall provide non-coin, detainee telephones composed of durable equipment suitable for jail environments.
14. The system must be able to utilize current PCs that are available at the County without the need for additional PCs.
15. All Vendor equipment shall comply with FCC regulations.
16. The proposed equipment and system shall be scalable to meet the County's growing needs.

17. Vendor equipment shall include backup power in the event of temporary loss of commercial power.
18. The Offeror must have a have at least five years of experience providing a web based, hosted detainee communication systems.

A2. Personal Identification Number (PIN)

1. The system shall utilize Personal Identification Numbers (PIN) for the detainees. Describe your system's use of PINs, including Open PIN, Restricted PIN, and Closed PIN.
2. The system shall have the capability to automatically create PINs without burdening facility staff.
3. The system shall prevent assigning duplicate PINs and not allow a PIN to be used by two detainees at the same time.
4. The system shall allow for PIN digits to be at least 4 and not greater than 16.

A3. Fraud Management

1. The system shall be able detect, notify, and prevent three-way or conference calls, except for those calls to attorneys or other approved numbers. Please provide a description of the process you have deployed on your platform and why you feel the technical approach provides the best 3-way detection solution.
2. The system shall prevent the detainee from obtaining a second dial tone, or "chain-dialing."
3. The system shall prevent the detainee or called party from dialing extra digits after the call is accepted unless to authorized destinations.
4. The system must be able to allow extra digits to specified dialed numbers by the facility. Please describe process.
5. The system shall be able to remotely monitor detainee calls and be able to transfer calls in progress to investigators.
6. The system shall identify the name of the facility and the detainee placing the call to the called party.
7. The system shall be able to play prompts randomly or at configurable timed intervals throughout the call.
8. The system shall prevent "Hook-switch dialing," and other fraudulent activities. Please describe.
9. The system shall allow call blocking of specific numbers for the entire agency and/or configurable by each site.
10. The system shall provide ability to approve and disapprove specific phone numbers by telephone.
11. The system shall permit the called party to block future calls from detainees at the facility.

12. The system shall have the capability to suspend a detainee privileges from placing a call and set a beginning and end date without the need to manually re-enable privileges.
13. The system shall allow the detainee to record their name one time and store this recorded name for all future calls.
14. The system shall be able to detect and prevent remote call forwarding.
15. The system must have the capability to change a detainee's location to another without the need to re-enter information.
16. The system must allow department personnel to assign surveillance alerts by individual detainee PIN or dialed number. These alerts should include, but not be limited to, the following features:
 - a. Alert to an investigator's cell phone or any direct dialed number.
 - b. Allow real time listening of conversation in progress.
 - c. Allow the ability to disconnect the call-in progress.
 - d. Allow barge-in and talk capabilities and return back to listen only mode.
 - e. Allow investigators to assign a PIN to be entered when alert call is received.
 - f. Allow the ability to hide the alert from other authorized users that have access to the system.
 - g. Allow investigators to enter optional e-mail address to receive notification of calls by detainees or to dialed numbers that are under surveillance.
 - h. Allow investigators to enter optional cell phone number to receive text notification of calls by detainees and to dialed numbers that are under surveillance.
17. The system must provide the ability for investigators to add notes to a call record and view it from a report such as a call detail report.
18. The system shall allow investigators to share notes about a call or keep them private if they choose and use text entries, such as a case number or a specific gang affiliation in the case-notes as the search criteria to retrieve specific case-notes with the associated call detail record as well as providing the ability to do a full text search against the notes attached to the call.
19. The system must protect the recording from being purged when the client storage policy expires by allowing the investigators or other authorized staff to extend the expiration date of the associated call or download.
20. The system must have the capability to download a call directly from the call detail report as well as allowing authorized staff to create a collection of multiple calls for download at a later time with the option to e-mail a link to the download.
21. The system must support unlimited grouping of recordings via keyword tags. The tags must allow recordings to be downloaded in the recording's native format as well as .WAV, .MP3 and .MP4 formats. The system must allow recordings to be downloaded as a compressed file.

22. The download image for recordings must contain all components necessary for playback, regardless of the software installed on the playback computer.
23. All recordings must maintain chain of custody that meets or exceeds the Rules of Evidence used in state and federal courts for the admissibility and authenticity required in a court of law.

A4. Additional Investigative Software

1. Please list and describe additional investigative tools available with the system.
2. Vendor investigative software must be wholly owned by the provider and not provided through the use of a contractor or vendor. This is to ensure quality and ongoing commitment of development as technology progresses.
3. The investigative software must be completely integrated and accessed from the calling platform and not require the export and import of detainee call records, detainee account information, or called party billing name and address information related with the County. Please describe your solution and related features.
4. The investigative software must provide facilities with the option to be a part of a community-based information sharing platform, allowing data sharing amongst other facilities within this shared community. This shared data is incorporated from all facilities who opt in to a data sharing service including state run facilities, counties, and small jails. Please describe your solution and related features.
5. The investigative software must be able to provide a way to import phone call records and stored contact data. Please describe your solution and related features.
6. The investigative software must be able to provide a way to import data from cell phones, including contacts, emails, text messages, call records, and pictures. Please describe your solution and related features.
7. The investigative software must be able to analyze data between multiple correctional facilities, so as not to limit the investigation to only the County. Please describe your solution and related features.
8. The investigative software must be able to notify investigators when information is found related to any report or analysis previously configured. Please describe your solution and related features.
9. The investigative software must provide investigators with the ability to share information with other investigators. Please describe your solution and related features.
10. The investigative software must be able to allow investigators to schedule reports and analysis. Please describe your solution and related features.
11. The investigative software must be able to identify a detainee's closest associates (Inner Circle)
12. The system must identify called party billing name and address and include these called parties as entities in the investigation software. Please describe your solution, related features, and how many billing name and addresses are in your system today.

13. The investigative software must be able to provide communication activity reporting. Please describe your solution and related features.
14. The investigative software must be able to provide calling frequency and statistics. Please describe your solution and related features.
15. The investigative software must be able to provide a detainee's contact listing. Please describe your solution and related features.
16. The investigative software must be able to provide a contact listing for called party information. Please describe your solution and related features.
17. The investigative software must be able to provide a way to import cell tower information obtained from public phone companies such as AT&T and Verizon. Please describe your solution and related features.
18. The investigative software must be able to provide analysis based on sequence dialing. Please describe your solution and related features.
19. The investigative software must be able to provide analysis based on pattern dialing. Please describe your solution and related features.
20. The investigative software must be able to provide analysis based on chain dialing. Please describe your solution and related features.
21. The investigative software must be able to identify gaps in detainee calling behaviors, which may be used to identify the possible existence of a contraband cell phone. Please describe your solution and related features.
22. The investigative software must be able to identify concurrent phone usage. Please describe your solution and related features.
23. The investigative software must be able to identify common contacts between detainees. Please describe your solution and related features.
24. The investigative software must be able to identify linkages between multiple parties, whether those parties are detainees or constituents. Please describe your solution and related features.
25. The investigative software must be able to show calling activity on an easy to view timeline. Please describe your solution and related features.
26. The investigative software shall not only be able to accommodate investigating detainees, but also called parties and organizations. Please describe your solution and related features.
27. The investigative software must be able to display information on an interactive map that allows investigators to add or remove information from the map as it may suite their investigation. Please describe your solution and related features.
28. The investigative software must be able to identify timeline changes in associates (Inner Circle Delta)
29. The investigative software must be able to identify changes in detainee contacts or dialed numbers (contact swap)

30. The investigative software must be able to identify complex connections between detainees with multiple degrees of separation (two entity linkage analysis)
31. The investigative software must be able to create manual associations/linkages which can be analyzed in conjunction with prison communication record
32. The investigative software must provide all of the reports below for one or more facilities.

A5. Communication Behavior Reports

1. Communication Activity - Search within subscriptions, mail covers, and tracking numbers to identify every known subscriber and communication for a set of subscriptions.
2. Frequency and Statistics - Generate a statistical analysis of how frequently communication with each contact of a given set of target subscriptions occur. Multiple targets/subscriptions selected shall be treated as the same target for analysis.
3. Contact Listing - Generate a list of all subscriptions and subscribers either contacted by or in the phone book of the selected target(s).
4. Communication Listing - Provide export a CSV of every communication involving a set of selected targets or between two sets of selected targets.

A6. Organization Analysis

1. Inner Circle Identification - Identify the most important set of interrelated contacts for a selected target based on repeated calling patterns. Contacts who are not involved in patterns of communicating shall be filtered out providing a set of contacts who are likely working together.
2. Inner Circle Delta - Identify changes to a selected target's inner circle of associates over a designated time span. This report compares the set of contacts in a target's inner circle from the first selected date range to inner circle contacts in the second selected date range. Select a subscription or subscriptions for a single target subject or organization.
3. Who's the Boss - Identify the targets most likely to be the leader of an organization based on chains of communication that take place across all selected targets.
4. Sequence Analysis - Identify communications for a selected target that occurs in sequence and may be related due to the short time between ending communication with one contact and starting communication with another. The sequence can contain many communications as long as the time between each contact is within the specified time span.
5. Pattern Analysis - Identify communication sequences that occur multiple times for a selected target. Generate a timeline distribution of the sequences and a conspiracy analysis.
6. Chain Analysis - Identify chains of communication that start with a call to or from the selected set of targets. Communication chains consist of the set of communications that result from a target calling contact 1 who then calls contact 2,

and then contact 2 calls contact 3 and so on within a specified time between calls. The chain can start with either a selected target or the contact of an incoming call to a selected target.

A7. Subscription Usage Analysis Reports

1. Hole Detection - Identify holes or gaps in communication activity that is greater than a specified minimum time span for a selected target.
2. Concurrent Phone Usage - Identify when a set of selected subscriptions are being used simultaneously.
3. Contact Swap - Identify subscriptions that may be changing hands between multiple users by identifying sets of contacts that are exclusive to certain periods of time.

A8. Common Communication Reports

1. Common Contact - Identify contacts that are common to any two selected targets or groups of selected targets.
2. Concurrent Common Contact - Identify possible 3-way calls by finding concurrent calls to common contacts of two targets or groups of targets.

A9. Linkage Reports

1. Entity Linkage - Generate a graphical linkage chart that shows the known connections to a selected set of targets. Connection types are configurable and can consist of communications, mail covers, associations, phone book records, etc.
2. Two Entity Linkage - Generate a graphical linkage chart that shows the known connections between two sets of selected targets. Connection types are configurable and can consist of communications, mail covers, associations, phone book records, etc.
3. Interconnected Entity Linkage - Generate a graphical linkage chart that shows the known connections within a set of selected targets. Connection types are configurable and can consist of communications, mail covers, associations, phone book records, etc.
4. Intercommunication - Identify all communications between targets in the selected group of targets.
5. Device Activity – provide detainee relationship details for cellular devices as it pertains to detainees who are high probability users of a cellular device, have relationships with the number of a cellular device and detainee relationships with contacts found within the cellular device.

A10. Timeline Reports

1. Timeline - Generate a graphical timeline for the selected set of targets containing all related events with a date such as communications, mail covers, associations, etc.

A11. Correlation Reports

1. Cross Site Analysis - Identify common subscriptions involved in both a selected target case and every available case or a second set of selected cases.
2. The investigative software must allow users to schedule reports on a consistent basis as well as provide a proactive email notification of events.
3. The investigative software must analyze all types of communication records including detainee calls, text messages, public phone, e-mail, and any other forms of communication.
4. The investigative software must provide the user a way to group items of interest for review and analysis.
5. The investigative software must allow for users to create a secure data environment for importing or adding external data during an investigation
6. The investigative software must allow for the ability to add custom events beyond communication activities to any investigation (i.e., detailed surrounding, criminal activity, etc.).
7. The proposed system must provide the ability for authorized users to get the location of a cell phone number on demand and in real-time
8. The proposed system must provide a way for authorized users to upload a warrant or court order document when searching for a phone number location on demand.
9. On demand coordinates must perform a real-time dip at the time of the request and must not use cached data.
10. On demand location coordinates must not be stored in the ITS.
11. The proposed system must offer an alternative to GPS coordinates when identifying the location of a phone number, as GPS requires cell phones to allow location tracking. The proposed solution must work even when the device has location tracking disabled.

A12. Call Monitoring & Recording

1. The system shall maintain all call recordings centrally on SAN storage technology and not use tape drives for storage of call recordings.
2. The stored call recordings should be maintained at the vendors central depository and remain uncompressed until the County's authorized personnel requests them to be downloaded.

3. All call recordings shall be stored online and available through the online user interface for 24 months.
4. Facility personnel must be able to search call recordings by dialed number, date, time, detainee account, or site name.
5. Facility personnel must be able to simultaneously live monitor conversations while the system is recording the conversations.
6. Facility personnel must be able to monitor, disconnect, and/or barge into a live call.
7. The system must have the ability to have a selectable scan of all live calls in progress - The scanning feature must have the ability enter a configurable time frequency in which the system shall play active calls and rotate through active calls for the set amount of time for each call.
8. The system must provide a call history through live monitoring to allow personnel to see recent activity for phone numbers and phones without navigating away from live monitoring.
9. The call detail reporting module shall provide quick link access to billing name and address (BNA) when BNA is available.

A13. Call Acceptance

1. The system shall not allow communication with the called party until the call has been accepted.
2. The system shall detect the difference between an accepted call, and an answering machine, busy signal, and other telephone activity. Please describe.
3. The proposed system shall provide an option for the called party to request rate of the call prior to acceptance.
4. The called party must actively accept the call with the option to enable auto accept of designated telephone numbers.
5. Billing does not begin until the call is accepted by the called party.

A14. System Security

1. The system must be programmed for auto shut-off at times designated by the County and must be capable of being enabled by customer, site phone group and detainee.
2. County personnel must be able to manually shut down the system in case of emergency and must be capable of being enabled by customer, site, phone group and/or telephone.
3. The system shall be password protected to permit only authorized facility personnel access to the system.
4. The system must have the capability to enable and disable any phone at the facility from any secured internet capable computer.

5. The system's user security must provide restrictive access by public and private IP address. Personnel logging in from an IP address not assigned shall not be allowed to access the system remotely.

A15. Detainee Electronic Mail

1. Vendor's system is proprietary and managed within the organization.
2. Vendor's system must allow Constituents to search for detainees using first name or last name
3. Vendor's system must allow Constituents to send messages with a maximum length of 6,000 characters
4. Vendor's system must be configurable to allow Constituents to upload their own photo image
5. Vendor's system must be configurable to allow Constituents to choose from a library of pre-approved photo images
 - a. Vendor's system must allow approved Facility staff to upload additional pictures to the pre-approved photo image library
6. Vendor's system must provide two separate word watch lists that distinguish between high security concern and medium security concern
 - a. Vendor's system must allow approved Facility staff to upload additional words to either of the two separate word watch lists
 - b. Inappropriate words that are found within a message, based on the two separate word watch lists, must be color coded, highlighted, and capitalized for easy visibility
7. Vendor's system must translate English and Spanish for Facility review.
 - a. Vendor's system must have the capability to translate multiple languages within an email into one single language
8. Vendor's system must provide proactive notification back to constituents when messages are approved/rejected
 - a. Vendors system must allow approved Facility users to modify approval/reject reasons
9. Vendors system must provide a web-based interface for Facility staff and Constituents to send messages and manage the system
10. Vendors system must send notifications to Facility staff when new messages are received
11. Vendors system must provide storage of all messages, including pictures, for the duration of the contract
12. Vendors system must provide a graphical reporting dashboard that shows activity within the system (messages received, messages approved, messaged rejected, messages pending, etc.)

13. Vendor's system should address both electronic mail and physical mail processing to reduce contraband entering the facility through the postal service.
14. System must allow for voicemail communication between friends and family and detainees.

A16. Reports

1. The reports to the County shall contain a variety of call information to suit the County's needs.
2. The system must be capable of providing web accessible real-time and historical reports with include but are not limited to:
 - a. Call Activity Reports
 - b. Frequently Dialed Number Reports
 - c. 3-Way Call Attempt Report
 - d. Dialed Number by More Than One Detainee Report
 - e. Call Volume by Phone Report
 - f. Phone Location of originating call
 - g. Time of call
 - h. Telephone number called
 - i. Most frequently called numbers
 - j. Length of call
 - k. Identify numbers called from a specific telephone
 - l. Identify telephone numbers called by a specific detainee
3. Vendor shall attach samples of their reports.
4. The system shall have the ability to export reports in Excel, PDF, and comma separated formats.
5. Vendor shall provide a secure access to all reports and calling activity within the facility via the internet/web.

A17. Complimentary Equipment Considerations

1. The system shall be a turnkey telephone system and service.
2. The Vendor shall provide non-coin, detainee telephones composed of durable equipment suitable for jail environments.
3. The system must be able to utilize current PCs that are available at the County without the need for additional PCs.
4. All Vendor equipment shall comply with FCC regulations.
5. The proposed equipment and system shall be scalable to meet the County's growing needs.

6. Vendor equipment shall include backup power in the event of temporary loss of commercial power.
7. Vendor's system must be accessible via a Chrome web browser, and be protected by SSL (secure socket layer) security that uses the same security protocols that banks use for establishing a connection for customer online banking.

A18. Visitation Phone Monitoring and Recording

1. Vendor shall provide detail of the proposed visitation phone recording & monitoring system. This detail shall include but not be limited to the name of the manufacturer/vendor used, if service and equipment are not provided directly by Vendor, scheduling software, user interface, control/administrator interface, integration requirements and remote network capabilities.
2. System should be integrated with detainee calling system.
3. System should include anti-tamper screws on a stainless-steel wall plate, spiral-sound stainless-steel armored cable, and anti-tamper transmitter/receiver installed in a small encasement.
4. System must have the ability to record all visitation conversations, or if PINs are applied be able to record specific conversations.
5. System must have the ability to monitor live conversations.
6. System must be scalable and easily upgraded.
7. Call details records must be stored of each visitation conversation.
8. System must have the ability to specify a specific visitation phones as private attorney visitation phones, which conversations shall not be recorded
9. System must provide the capability to disable and enable visitation recording by PIN, on demand, and in real time.
10. System must continue to allow visitation calls even in the event the call platform goes down
11. System must allow multiple visitors to visit with a single detainee
12. System should allow visitation communication to continue in the event the main detainee telephone system is shut down.

A19. Voice Biometrics

1. The system shall be fully integrated into the vendor's detainee calling system and not require any 3rd party software.
2. The system shall provide a secure, fully-vetted voice signature database created through the fully supervised and validated enrollment of each detainee, which establishes the voice-to-PIN relationship.

3. The system shall do continuous voice signature monitoring for 100% of each and every call: 100% coverage of not only each and every call, but also 100% coverage of every second of every call for both the detainee and the called party, without gaps in the conversation and without tipping off the detainee or called party. It shall function continuously and covertly with no audible sounds or interruptions of the phone call for the purpose of identifying the detainees speaking on the call.
4. The system shall display a numerical confidence rating of the actual identities, by name, of all detainees whose voices are detected on the call, whether the PIN owner or not. The numerical rating shall represent the probability of a detainee's voice matching the voice on a call, e.g. 85%, 95%, or 100%.
5. The system shall identify all detainees by their voice signatures on every call: continuous biometric identification by name of *all* detainees speaking on a call.
6. The system shall identify called parties by name label if the called party has been identified to the system via current or previous contact.
7. The system shall provide the ability to search and find every occurrence of a detainee's voice and name on every call whether or not the detainee initiated the call. Investigators shall be able to submit a sample of a detainee's voice into the entire call database to find every call on which the detainee's voice appears, whether or not he initiated the call.
8. The system shall provide the ability to search and find every occurrence of a called party's voice on all calls. Investigators shall be able to search on a called party's voice and identify all the calls on which that voice appears.
9. The system shall allow for the retention of the detainee's voice signature file for repeat offenders so that the detainee's voice does not have to be re-enrolled at intake or booking upon the detainee's re-entry.
10. The system shall provide the option of either call cutoff or call allowance based on detainee voice biometric technology that validates identity. The system shall provide associated reporting.
11. The system shall automatically detect calls that include 3-way calling events.
12. The system shall provide automated reverse-phone lookup of called party telephone numbers.
13. The system shall identify likely cases of PIN abuse along with detainee names.
14. The system shall automatically detect and flag all detainee-to-detainee calls no matter how or where they happen, and no matter whether the detainees are within a facility or in different facilities across the country.
15. The system shall provide the ability for investigators to flag and track detainees and telephone numbers by high interest groups, including custom-defined groups, such as gangs, high profile detainees, institution drug dealers, escape risks, and mail-monitored detainees.

16. The system shall provide the ability for investigators to search the call database by detainee, date range, voice, case number, high interest group or other criteria.
17. The system shall provide the ability to create and export reports showing misused PINs, 3-way calls, frequently called numbers, and suspicious called parties.
18. The system can be configured to automatically show recent calls that fit custom criteria, such as calls by known gang members.
19. The system shall flag 3-way, PIN abuse, and detainee-to-detainee calls for immediate review.
20. The system shall provide the ability to display summary facts about any detainee's calling activity.
21. The system shall provide tools that give management the ability to track and report on staff usage of the software.
22. The system shall provide a call player that pictorially displays details of every call along with live action buttons: Investigators shall be able to view every second of every call from start to finish with the ability to scan and replay call segments. Investigators shall be able to separate, graphically view, and independently listen to either/both the detainee side and called party side without the need for additional switching and listening equipment. Investigators shall be able to vary call replay speed, visually pinpoint, identify, and play 3-way calls, and easily make notes related to each call or call segment. Investigators shall be able to capture and forward calls and call segments via secure email. The call player shall also provide these features:
 - a) Allow forwarding of detainee calls that contain intelligence information to designated staff for further investigation or intervention.
 - b) Let staff assign an investigation case number and associate multiple telephone call records with that case number.
 - c) Automatically identify each 3-way call attempt and/or conversation without the investigator having to review the entire conversation, even if there are multiple 3-ways on the same call. The 3-way segment(s) can be isolated, sped up/slowed down, replayed, copied, and forwarded via secure email without having to burn to CD.
 - d) Automatically detect detainee-to-detainee calling events and show where they occur.
 - e) Ability to split call audio and isolate just the detainee or called party side of the call without the need for additional speakers or manual switching.
 - f) Ability to skip pauses in the conversation to reduce the required listening time.
 - g) Ability to intelligently accelerate the speed of the call such that the voices are still intelligible even at the highest speeds.

- h) Ability for an investigator to listen to, save, and email selected portions of a call.
 - i) While staff listens to a call on the call player screen, the system shall display the name of the detainee heard speaking on the call.
 - j) A suspicious call displays a color-coded probability that the detainee voice detected on the call is not the PIN owner and identifies the detainee voice on the call.
 - k) Ability for staff to capture voice samples from the detainee and/or called party side of the call and search the call database for all calls where that voice occurs.
23. Please describe additional features of the voice biometrics solution.

A20. Video Visitation

Hosted Video Visitation - Software Requirements

1. Vendor must demonstrate software that has been provided consistently over the past 36 months. Software must be updated regularly at a minimum of three times per year.
2. The system, which includes visitation scheduling, user management, and policy management software, must be web-based and allow for the Sandoval County Detention Center to administer visitation sessions and visitation operations based on the Sandoval County Detention Center policies.
3. Visitation sessions shall connect automatically, without any intervention from the Sandoval County Detention Center.
4. The system must assign a unique identification number to each detainee and user.
5. The detainee interface must have a multi-lingual interface (English and Spanish at a minimum)
6. The system must be able to support multiple facilities in multiple locations with multiple housing units and visitation locations.
7. The system must allow for the Sandoval County Detention Center to view up to 12 concurrent live video sessions.
8. The system must allow the Sandoval County Detention Center to automatically or manually rotate between the next set of up to 12 concurrent live video sessions with the ability to terminate a video session for inappropriate or suspicious behavior.
9. The system should provide web-based visitation scheduling for authorized users (Agency staff, attorneys, the public) utilizing any standard web browser.
10. The system must display pending visits to the Sandoval County Detention Center staff and to those incarcerated.

11. The system must be able to automatically detect if remote visitor's computer system meets minimum requirements for system connectivity.
12. The system must allow family, friends, Attorneys, etc. to easily schedule onsite video visits using an onsite terminal, a smartphone or tablet, or web browser.
13. Remote video visitation sessions must be able to be conducted on both Android and Apple smartphones and tablets.
14. The system must require visitors to provide both a photo of themselves and photo of identification (e.g. driver's license) during registration for Agency staff approval prior to scheduling a visitation session.
15. Visitors must be able to pay for the video visitation session using either a credit card or debit card.
16. The system must only display timeslots that meet the Sandoval County Detention Center policies.
17. The system must conduct conflict checking and only display times which are available when visits are being scheduled.
18. The system must allow visitors to easily change their personal information (i.e., password, address, phone number, etc.).
19. The system must send an email to a visitor when a visit is scheduled, modified, or cancelled.
20. The system must assign unique visitation identification numbers for every visit for reporting and tracking purposes.
21. The system must offer customizable set durations (e.g. 20, 30, 40 minutes) for each visit.
22. The system must provide a visual warning message to inform the visitor that the session shall be ending in XX" minutes or provide a visual countdown timer.
23. The system must provide different levels of permissions to facility staff users based on user type. For example:
 - a. Administrators: create/manage/edit – users, schedules, visitation rules, download recorded sessions, etc.
 - b. Users: create/manage scheduled video visits, live monitoring sessions, approve/deny visitors
 - c. Read-only user: can only view scheduled visits
24. The system shall require a unique username and password that shall allow the facility user access based on their allowed permissions
25. The system shall provide specific information for tracking detainee and visitor activities and patterns by, at a minimum, the following criteria:
 - a. Detainee ID number;
 - b. Session ID;

- c. Appointment ID;
 - d. Detainee first/last name;
 - e. Visitor name;
 - f. Date and time of visit;
 - g. Detainee video visitation station; and location/housing unit
26. The system shall provide an audit trail/logs of all activity (i.e., user login times and locations, which users have scheduled/modified/cancelled a visit, etc.).
 27. The system shall allow for an interface with or data retrieval from the Sandoval County Detention Center/Offender/Detainee Management System.
 - a. The system must use the same detainee identification number as created by the Jail Management System to identify the detainee on the video visitation system.
 - b. The system must automatically cancel a visit if the detainee's visitation eligibility status has changed, the detainee is moved to a location which doesn't allow or doesn't have visitation available or the detainee has been released.
 - c. The system must send an email cancellation notification to the visitor if a visit is cancelled
 28. The system shall provide for an Exclusion List which allows the Sandoval County Detention Center to set visitor exclusions (i.e., Visitor A is allowed to visit with anyone in the jail EXCLUDING one or more selected detainees) because they are known gang affiliates, contraband smugglers, etc.
 29. The system shall provide Cancellation/Interruption capabilities. The Sandoval County Detention Center staff should be able to interrupt ongoing visits and send email and document why the session was cancelled notification that the session was cancelled due to facility visitation policy violations or detainee movement and can later be rescheduled.
 30. The system provides authorized administrative users the ability to do searches and create reports.
 31. The system provides a way to display and filter scheduled visits to Staff so they know where and when a detainee needs to be available for pending video visits.
 32. The system shall allow for visitation recording.
 - a. Visits shall be recorded by user type
 - b. Recorded visits shall be searchable and viewable
 - c. Recorded visits shall be stored for 30 (configurable) days
 - d. The Sandoval County Detention Center must be able to lock certain recordings such that they shall not be purged as part of the standard retention duration.

- e. Recorded visits must be able to be downloaded into a standard video format (e.g. MP4)
 - f. Recorded visits must be backed up daily to at least two off-site, environmentally controlled data centers.
33. Authorized personnel must be able to quickly and easily schedule visitation sessions.
 34. The system shall provide Visitation Rules capabilities that allows for configurable rules to be established in order to encourage usage and minimize the number of people in the lobby. Such would should be configurable to include at least the following:
 1. Detainee is allowed 2 quantity of on-site visits per week
 2. Detainee is allowed unlimited quantity of remote visits
 35. The system should allow for promotional rates such as a buy one visit, get one visit at % off, free visit, subscriptions plans etc.
 36. The system must be able to communicate with the video hardware at the time of a scheduled visit so that the visitation session shall automatically commence without staff involvement.
 37. The system must have visitation recording capabilities of a minimum of 30 days.
 38. All scheduling of video visitation sessions must be able to be performed through a vendor's custom app, a mobile smartphone or tablet or web browser.
 39. Vendor's VVS must have been successfully installed and functional in at least 25 client facilities, with at least 5 installations being larger than 30 VVS stations and at least 2 installations being larger than 60 VVS stations.
 40. VVS must be successfully installed and functional with correctional agencies having multiple facilities and multiple visitor centers requiring different hours and policies for each facility and visitor center.
 41. Video visitation shall be used by attorneys, County staff, including probation and parole, as well as the public, and shall allow for the scheduling and management of on-site and at-home visitation sessions.
 42. The Hosted Video Visitation Solution proposed for the Sandoval County Detention Center must meet or exceed the technical requirements outlined in this RFP. The Hosted Video Visitation Solution proposed to meet these technical requirements must be provided for the Sandoval County Detention Center at no cost, including system installation, training, operation and maintenance of the system and its components.
 43. The video visitation system must provide detainee kiosk functionality that allows for multiple capabilities. These capabilities should be available for use at predetermined scheduled times outlined by the Sandoval County Detention Center and must be customizable to the exact feature. These functionalities should perform as follows:

- a. Ability to place detainee telephone calls.
- b. Ability to access to a Law Library.
- c. Ability to provide employment information that shall allow a detainee to search for jobs upon release.
- d. Ability to upload PDF documents such as a detainee handbook or any other documentation deemed necessary by the Sandoval County Detention Center.
- e. Ability to upload a Video (MP4) files deemed necessary by the Sandoval County Detention Center.
- f. Ability to enter a customized digital announcement that shall allow the Sandoval County Detention Center facility staff to broadcast concise messages to facility population. This announcement should be customizable to exact areas of the facility, such as a particular housing area. The digital announcement should rotate between multiple messages and have configuration for the duration it is shown.
- g. Ability to allow detainees to access multiple languages from the home screen.
- h. Ability to allow access to Commissary Ordering for the detainees.
- i. A fully functional Video Visitation capability fully compliant with the specifications outlined in this RFP.
- j. Ability for applications to be configured to be enabled or disabled for periods of time by housing unit or facility (for example the Commissary Application may only be available Tuesdays and Thursdays from 9 to 5 when detainees can order commissary).
- k. Methods to avoid detainee monopolization of terminals:
 - i. The kiosk must have a method for conflict resolution which shall give both verbal and visual warnings as to pending, approved and scheduled events. Some form of warning should notify a detainee PRIOR to placement of a call as to the time allowed to place a call should it be less than the standard duration allowable. Conflict resolution must be configured such that certain scheduled communication events (i.e. video visitation sessions) take priority over unscheduled communication events (i.e. telephone calls).
 - ii. The kiosk must allow for the ability to multitask whereas the detainee can perform multiple functions at the same time. (i.e. a detainee could be on the phone while reading the detainee

handbook and relaying details of the facility rules to the caller, or placing a commissary order).

Hosted Video Visitation – Hardware Requirements

44. The terminal must include a detention-grade hardened steel enclosure
45. Detention grade hardened steel wall mounted enclosure.
46. The position of the hook switch must not enable/disable a live visitation session.
47. The terminal must prevent spills from entering the enclosure.
48. The terminal must be able to access the web-based application and be enabled for touch screen inputs.
49. The terminal shall not have any openings exposed to the user. This includes all wiring and ventilation holes.
50. The terminal shall not have any external hinges.
51. The terminal shall have a shatterproof touchscreen LCD display.
52. The terminal shall have a built-in camera.
53. The terminal shall have a detention-grade audio handset.
54. The terminal shall have the option for one or two handsets or a hands-free device.
55. The terminal shall be powered by 110VAC or Power-Over-Ethernet.
56. The terminal shall utilize standards-based videoconferencing CODEC (Encoder/Decoder) based on the H.264 video conferencing compressions.
57. The terminal must have heat syncs and heat vents located in the back of the terminal in order to allow for proper cooling.

Hosted Video Visitation – Technical Requirements

58. The system shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP Ethernet. Systems that utilize analog audio/video matrix switching systems are not acceptable.
59. The system must consist of detainee terminals connected over a 100 Mbps dedicated Ethernet network so that any terminal can be connected to any other terminal.
60. The visitor must be able to access the video visitation solution via local area network (LAN) or via a broadband internet connection using an Android or Apple smart phone or tablet or computer or laptop with web camera
61. The system should utilize:
 - a. High quality video using low bandwidth.
 - b. Video Standards: H.264

- c. Video Transmission Speeds: 64 Kbps – 2 Mbps
 - d. Wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (176 x 144 pixels)
62. The system must be designed for:
- a. Up to 15 frames per second of high-quality video at 64 – 320 Kbps
 - b. Constant or variable bit rate and frame rate

The system must provide end to end encryption for all video visitations

A21. Correctional Tablets

General Requirements

1. Vendor shall provide a turn-key tablet program for all facilities at no charge.
2. Vendor shall provide a tablet program that is affordable for users.
3. Vendor shall provide a tablet program that is easy to administer.
4. Vendor shall provide a tablet program that is flexible to accommodate facility specific needs.
5. Vendor shall provide a tablet program that is designed so it is fully utilized by detainees.
6. Vendor shall provide a tablet program that is educational.
7. Vendor shall provide a tablet program that allows for inexpensive purchases for the users.
8. Vendor shall provide free community tablets that offer equal access to detainees of all critical content. Critical content includes but is not limited to communication
9. Tools such as telephone calls ability and an e-messaging application, mental health and addiction
10. Recovery, religious scriptures and sermons, detainee handbooks and PREA information, job search tools, and commissary access all at no charge to the facility.
11. Vendor shall provide officer tablets that control the detainee tablets at no charge to the facility.
12. Vendor should have an automated method of controlling inventory of free community tablets on site to have just enough tablets, with no need to store an abundance of inventory, or to not have enough.
13. Vendor should have an automated method allowing detainees to purchase a subscription and premium content (with no staff involvement).
14. Vendor should provide as many free community tablets as needed for detainees to access critical content such as communication apps, mental health, education,

betterment, religion, facility operation tools such as detainee handbook (PDF app), PREA videos (MP4 app).

15. Vendor should allow detainees to subscribe and have a personal tablet that has his/her name on the lock screen.
16. Vendor should have different wallpaper colors to easily distinguish free community tablets from personal tablets.
17. Vendor should provide an automated method (with no staff involvement) of turning a personal tablet back into a free community tablet when a detainee is released.
18. Free community tablets should not retain any specific detainee data or downloads overnight; each community tablet should be wiped of personal content nightly.
19. Vendor shall provide 3 references where tablets have been implemented for >12 months.

Technical Requirements

20. Vendor shall provide detainee and officer tablets that are Wi-Fi enabled.
21. Vendor tablets shall be updated wirelessly in real time.
22. Vendor shall provide tablet warranty and refurbishment to the facility at no cost.
23. Vendor shall provide either individual charging unit for each tablet or provide each Housing Unit enough charging carts for safe and secure charging of all the tablets.
24. Vendor provided charging carts or shelves shall be ruggedized for use in the facility.
25. Vendor shall work with Commissary Company to provide access to order commissary goods including vendor approved earbuds via the tablet.
26. Vendor detainee tablet shall require a detainee to enter credentials and log in to the tablet before being able to access all applications.
27. Vendor detainee tablet shall display terms and conditions to users the first time they login or for subsequent changes to the terms and conditions.
28. Vendor detainee tablet shall provide a configurable option where a tablet that is enabled for detainee log in times out after a period of inactivity.
29. Vendor detainee tablet shall provide a means where the log in for a tablet uses the same credentials detainees use to make phone calls and access other applications.

30. Vendor detainee tablet shall have options to display all or a subset of the following items on the lock screen display: detainee name, ID number, digital clock, day, and month, date, housing information, agency name, barcode and unique identifier for the tablet hardware.

Security Requirements

31. Vendor shall provide security measures which prevent detainees from network breach.
32. Vendor shall provide tablets which have been wiped of any residual operating systems Vendor shall provide the following security measures to harden the firmware on the tablets:
 - a. Browser, contacts, calendar, native phone and messaging clients have been removed
 - b. No option for users to change the settings
 - c. NFC, Bluetooth and Cellular wireless radio has been disabled, except for Wi-Fi
 - d. Users cannot install and un-install apps
 - e. Authorized apps are pushed to the tablets through an app state management process
 - f. No access to the third-party app stores
33. Vendor's wireless network traffic must be routed through the vendor system with no exception and provide firewall, transparent proxy, DHCP, DNS and routing services for the tablets.
34. Vendor shall furnish a recent independent report from a certified vendor of network and program security that notes no vulnerabilities were found.
35. Vendor shall provide secure Internet Protocol communications by authenticating and encrypting each IP packet of a communication session.

Tablet Hardware Requirements

36. Vendor detainee tablet hardware should be deployed and in the hands of more than 15,000 detainees currently.
37. Vendor detainee tablet hardware should NOT have a camera.
38. Vendor detainee tablet hardware should have at least 32 GB of storage.
39. Vendor detainee tablet hardware should utilize a barrel charger port or pin charging port for security.
40. Vendor detainee tablet hardware should be high strength, impact-resistant security glass with integrated screen protector.
41. Vendor detainee tablet hardware should have a clear polycarbonate shock resistant body.
42. Vendor earbuds should be clear to minimize contraband.
43. Vendor earbuds should be certified to support advanced voice biometric audio.
44. Vendor tablets shall integrate with current ITS, JMS, or other systems as applicable.

Tablet Application Requirements

45. Vendor tablets shall have the ability for detainees to place a phone call with all restrictions enabled just as a normal phone call via detainee telephones on the wall.
46. Vendors Detainee Tablet Devices have current and minimum capabilities to provide:
 - a. Phone calling
 - b. Mail/Messaging Application
 - c. Law Library Application (compliant with 1977 Supreme Court Ruling *Bounds vs. Smith*)
 - d. Podcasts
 - e. Education
 - f. Mental Health Services
 - g. Documents Viewer Application (Detainee Handbooks, Reentry manuals, etc.)
 - h. Videos Applications (PREA and such)
 - i. Music
 - j. Games
 - k. Movies
 - l. Reentry Assistance
 - m. Religious Application
 - n. Spiritual and Self-Help Application
 - o. FM Receiver
47. Vendor shall offer a media store where users can make purchases of songs, games, videos.
48. Vendor shall offer a media store where users can rent movies.
49. Vendor shall offer a media store where a custom play list can be created for music.
50. Vendor shall offer purchases to users via the media store that allow for a low-cost single song, album, game, or video one-time purchase with unlimited usage.
51. Vendor shall allow purchases via the media store to be available to the user even if their subscription lapses for up to 11 months.

Officer Tablet or software requirements

52. Vendor shall provide as many officer tablets as needed or software capable of managing detainee tablets.
53. Vendor shall provide a detailed officer user guide directly on the officer tablet or software for easy reference.
54. Vendor shall provide officer tablets or software that have total control of detainee tablets.
55. Vendor has current and minimum capabilities providing officer tablets or software with real-time:
 - a. Behavior Modification Application – ability to modify what applications are available on an individual tablet, group of tablets or all tablets on demand or scheduled for a number of hours/days/weeks/months or until a selected date
 - b. Permissions – so staff can be granted only those permissions critical to their specific job responsibilities
 - c. Eligibility Status – notification via the JMS or officer input if the detainee is eligible for a tablet
 - d. Services to allow officer tablets to formulate notifications and communications that can be pushed to one detainee tablet, a group of tablets or all detainee tablets
 - e. Scheduled availability of Applications
 - f. Activation / Deactivation of any or all applications by:
 - i. Detainee
 - ii. Groups of detainees
 - iii. Facility
56. Vendor should allow officers with appropriate permissions to easily authorize a replacement tablet via the officer tablet or software which would allow the detainee to pick up any community tablet and redeem the authorization to make it his personal tablet by simply entering his credentials (ID and PIN).

A22. Global Positioning System Monitoring Equipment and Services (if available)

Vendor shall provide one-piece GPS tracking devices and an Internet-based central monitoring application or database that meet or exceed the following minimum requirements.

1. The device is small, lightweight and installed around the offender's ankle. It is not removed to report monitoring data or charge the battery.
2. The device attaches around the offender's ankle with a disposable tamper-resistant strap designed for one-time use.
3. The device is easily installed in less than five minutes without special tools or extensive training.
4. The device receives at least one GPS location point per minute regardless of violation status and when the offender is compliant the device reports into the Internet-based central monitoring application or database at least once every 10 minutes. It immediately reports all violations to the central computer database.
5. The device is equipped with a reliable secondary location technology to determine the offender's current location.
6. The device stores all zone information in its built-in memory allowing it to immediately determine if the offender violated a zone without assistance of the Internet-based central monitoring application or database application.
7. The device immediately reports all violations to the Internet-based central monitoring application or database using nationwide cellular phone service.
8. The device can store at least five days of data should cellular communication between the device and the Internet-based central monitoring application or database experiences a disruption.
9. The device meets the current draft of National Institute of Justice's Standards and Tests for Offender Tracking Technologies.
10. The device has the ability to report into the Internet-based central monitoring application or database using the CDMA and/or GSM cellular phone networks.
11. Agency-authorized personnel can initiate the device to emit an audible tone and/or vibrate as a means of communicating with the offender.
12. The device has an alert feature for the offender to contact the supervising agency.
13. The device's battery powers the device for at least 48 hours on a single charge from a non-removable battery while receiving one GPS location point per minute and reporting into the Internet-based central monitoring application or database application at least once every 10 minutes when the offender is compliant with the terms of supervision. The battery powers the device for 48+ hours on a single charge without the use of a home-based beacon or reporting into the central computer database application at a rate of less than every 10 minutes.

14. The device must automatically notify the offender at least five hours before the battery power is depleted and report the low battery condition to the Internet-based central monitoring application or database.
15. The device's battery is recharged through a charging coupler that plugs into a standard AC electrical outlet. The vendor must provide a charging coupler that plugs into a cigarette lighter outlet in a car when requested and for no additional fee.
16. The device's battery completely recharges in one hour or less with a means of notifying the offender of the charged battery status.
17. The device is manufactured in an ISO 9001-2008-certified facility.
18. The device has a non-erasable and non-removable identification label.
19. The device is water resistant up to 50 feet.
20. The device is FCC certified, evidenced by an issued FCC number.
21. The device can immediately detect, record and report the deliberate interference with the device's ability to receive the GPS signal and deliberate interference with the GPS signal.
22. The vendor must provide optional auxiliary equipment to extend the device's monitoring capability in impaired environments at no additional cost.
23. The Internet-based central monitoring application or database provides robust mapping with multiple views.
24. The Internet-based central monitoring application or database allows Agency-authorized personnel to view the movements of an offender(s) during a specified period of time on a selected date on a map. Agency-authorized personnel can also fast forward, rewind and pause the display of the offender's movements on a map.
25. The Internet-based central monitoring application or database allows Agency-authorized personnel to view the movements of one or more offenders on a map at the same time.
26. The Internet-based central monitoring application or database provides extensive reports that reflect near real-time data.
27. The Internet-based central monitoring application or database must allow the Agency and Agency-authorized law enforcement officials to compare the movements of offenders with the location of reports crimes. This functionality should be available on a manual and automated basis.
28. The Internet-based central monitoring application or database allows the Agency to easily and quickly maintain its inventory and determine the current status of every piece of equipment assigned to the Agency.
29. The vendor must develop and provide custom reports when requested at no additional fee.
30. All enhancements to the functionality of hardware and software is absorbed by the vendor and shall not result in higher fees for the Agency after releasing the new functionality.

A23. Payment Options & Products

1. The system shall allow automated operator calling.
2. The called party shall be provided an option to request cost of the call prior to accepting the charges.
3. The system shall allow detainee families and friends to set-up alternate billing methods directly with the vendor. Two of the methods the County would like to see offered are:
 - a. A system that shall allow detainee families and friends to set-up an account directly with the vendor.
 - b. A system that provides customers to prepay for calls from the facility.
 - c. Provider must offer Constituents no less than nine points-of-sale to accept payments for services such as Western Union, MoneyGram, Provider's Customer Service Center, Provider's IVR along with ancillary provider points-of-sale such as Lobby and Booking Kiosks.
 - Direct Bill
 - Money Gram
 - Western Union
 - Lobby Kiosk
 - Booking Kiosk
 - Instant Pay service
 - Customer Service
4. Vendor shall provide the ability for detainee families and friends to accept and pay for a single call with a credit or debit card without the need to establish an account or transfer to customer service.
5. Outline all vendor proposed convenience fees which are passed to family and friends. This includes fees on any products listed in this document.
6. Vendor must allow calls to cell phones and have an ability to establish accounts for such customers.
7. Vendor must have the ability to provide promotional calls to cell phones and text messaging information on how to establish an account.
8. Vendor must allow constituents deposits/payments of non-fixed amounts.
9. Vendor must offer an automated promotional program to allow calls to be connected and paid for instantly by non-traditional means when the call would otherwise be blocked due to lack of constituents having a calling account established with the ITSP or not having adequate funds in their account to support a detainee call

A24. Security & Accessibility

1. The system must be programmed for auto shut-off at times designated by the County and must be capable of being enabled by customer, site phone group and detainee.
2. County personnel must be able to manually shut down the system in case of emergency and must be capable of being enabled by customer, site, phone group and/or telephone.
3. The system shall be password protected to permit only authorized facility personnel access to the system.
4. The system must have the capability to enable and disable any phone at the facility from any secured internet capable computer.
5. The system's user security must provide restrictive access by public and private IP address. Personnel logging in from an IP address not assigned shall not be allowed to access the system remotely.
6. Must be security controllable by IP address
7. Must have security templates that limit access by job role within the department
8. Must be password protected

A25. Optional Technology

1. The county is interested in additional, optional technology that the vendor can provide, such as ASL / Hard of hearing technology and managed access to combat detainee cell phone use.

A26. Digital Mail Technology

1. Digital mail solution must provide a full offsite mail solution, thereby keeping all physical non-privileged mail (financial, medical and legal mail) from being delivered to the agency.
2. Easily configurable to automatically release scanned mail to detainees, allow for administrative approval for all mail prior to being electronically released and delivered, or require administrative approval for detainee-specific mail
3. Digital mail solution must provide flexible handling directives for processed facility mail.
4. Digital mail solution must allow for the facility to choose to either:
 - a) Allow facility to have mail managed offsite at a digital mail processing center with electronic delivery of mail to the agency
 - b) Allow facility to have mail scanned and managed onsite by agency staff with electronic delivery of mail
5. Digital mail solution must process all pieces of mail up to 8.5" x 11" letters and images

6. Digital mail solution must offer the ability to assign alert notifications when select detainees receive digital mail. Alert notifications must be capable of being transmitted and delivered via:
 - a) Text message (SMS)
 - b) Email
7. Digital mail solution must provide full audit logs of all mail activity to allow for management oversight
8. Digital mail solution must allow for letters to be transcribed
9. Digital mail solution must provide a custom word watch list with reporting, where all transcribed messages are searched for assigned words
10. Digital mail solution must support all paper and image sizes up to but no larger than:
 - a) 8.5 inches wide
 - b) 11 inches tall
11. Digital mail solution must provide a processing and delivery turnaround time of no greater than 48 hours from the mail items receipt.
12. Digital mail solution should provide configurable handling directives that support the agency's ability to have their physical mail properly disposed by digital mail solutions Company or delivered back to the agency.
13. Digital mail solution must maintain a legally supported chain of custody for the receipt and handling of physical mail.
14. Digital mail solution must provide a flexible user permissions assignment for those individuals who shall have access. These permissions need to allow for the following:
 - a) Read only access
 - b) Scan, upload, view and edit transcriptions
 - c) Scan, upload, view, approve/reject and administration functions
15. Digital mail solution should be remotely managed and provide an easy to access web portal
16. Digital mail solution should provide full operational support across multiple browser types.
17. Digital mail solution must provide the ability to place and remove holds on the delivery of mail to detainees.
18. All data for digital mail solution shall be owned, managed and hosted by Company providing service to the agency.
19. Digital mail solution must retain all mail records and system logs for the duration of the contract, thereby providing the agency with access to all electronic documentation

20. Digital mail solution must be able to be displayed to both:
 - a) Digital phone terminals
 - b) Detainee Tablets

A27. Jail Detainee Management System (JMS) (if available)

2. The JMS shall meet industry standards such as ACA and AJA for collection of data and reporting.
3. SCDC prefers a client-server-based JMS that utilizes SQL Server. Please list the database utilized by the proposed JMS.
4. SCDC desires a JMS that is intuitive to use, with functions and capabilities readily discernible to the system operator.
5. The JMS shall provide the ability to utilize data already in the system reducing the need for redundant data entry.
6. SCDC desires the proposed system support the following:
 - a. A training environment to be utilized for training users without impacting the production data.
 - b. A test environment to be utilized to test resolved issues, new features and reports without impacting the production data.
7. The Agency shall be provided the following hardware requirements to ensure optimal operations:
 - a. Network
 - b. Database Server
 - c. Other Servers
 - d. Workstation
 - e. Printers
 - f. Any additional hardware required to meet the proposed solution such as cameras, barcode scanners and printers, driver's license reader, etc.
8. The JMS shall provide the ability for system administrators to modify the screens and workflows with drag and drop functionality or configurations.
9. The JMS shall support multiple windows on workstations.
10. The JMS shall provide the ability for the system administrators to apply unique attributes to data fields such as:
 - a. Field Labels
 - b. Field Content Controls
 - c. Whether the field is mandatory
 - d. Hide fields
 - e. Ability to add tab order
 - f. Configurable field "hints" for end users

11. The JMS shall provide agency definable drop-down menus that may be maintained by the system administrators to ensure consistent data entry.
12. The JMS shall provide the ability for the system administrators to create custom electronic forms within the environment utilizing drag and drop custom form builder.
13. The JMS shall provide the ability to create actionable forms such as Classification and Screening which shall automatically trigger detainee classification and route notifications to medical/mental health staff when the form is saved.
14. The JMS shall provide embedded word processing capabilities in the narrative sections of forms.
15. The JMS shall provide the ability to capture electronic signatures on electronic forms.
16. The JMS shall provide the ability to export reports and lists to applications such as Microsoft Excel.
17. The JMS shall provide an integrated dashboard with views of data for management monitoring of the various aspects of JMS.
18. Dashboards shall have the ability to be configured according the user's role and responsibility Supervisory Dashboards should be accessible from any web browser and provide statistical and historical data.
19. The JMS Dashboard shall provide both graphical and listing analysis.
20. The JMS shall have the ability to manage and display a visual layout of the facility, monitoring of the hot spots via the floor plan and detainee movement via floor plans.
21. The JMS shall provide the ability for system administrators to define facility to include:
 - a. Buildings
 - b. Pods
 - c. Cells
 - d. Other locations
22. The JMS shall provide the ability to drag-and-drop detainees from one location on the digital board to another.
23. The system should have the ability to have all movements be subject to cross-checking of detainee classification, detainee gender and location space availability before allowing the user to proceed.
24. The JMS shall provide the ability to create alerts both manually and triggered by defined events in the system.
25. The JMS Alerts shall provide the ability to define type of alert, expiration date
26. The JMS shall provide the ability for system administrators to define workflow processes to ensure all steps in the process are completed.
27. The JMS shall automatically make recommendations for execution of a JMS event based upon configurations set by system administrators and triggered by data entered by the end user.
28. The JMS must provide the ability to select events manually for completion or be automatically notified that tasks remain incomplete in the process. These tasks may be (re)classification of the detainee, transfer of the detainee to another cell, release of the detainee, (re)screening of the detainee, booking of the detainee and other JMS Events.

29. The JMS shall provide the ability to automatically notify JMS users of the occurrence/trigger through a messaging/notification feature within the JMS (“internal notification”) based upon the comparison operators configured by the jail and triggered by data entered by the end user. An example of such a notification would be if the jail configures a comparison operator to send a notification if an end user enters “yes” to the question “have you ever attempted or contemplated suicide” in the detainee screening form.
30. The JMS shall provide the ability to automatically send a notification via an SMTP server of the occurrence/trigger through a messaging/notification feature within the JMS (“external notification”) based upon the comparison operators configured by the jail and triggered by data entered by the end user.
31. The JMS shall provide the ability to add Email addresses and Mobile Phone email addresses (e.g. 555-555-1212@carrier.net) to the distribution list of external notifications.
32. The internal notification/messaging system shall be embedded in the JMS product and not require the use or license of a third-party product to send, receive, read or manage internal notifications.
33. The JMS notification/messaging system shall link to the JMS personnel file.
34. The JMS shall be able to create a custom distribution list for the notifications by named JMS user(s) and defined role(s)/group(s) of JMS users by use of drop-down box and drill-down entry when creating the comparison operator trigger for notifications.
35. Internal notifications shall alert and display on a JMS navigation pane and/or home screen that is always visible in the JMS user interface.
36. The internal notifications tab of the navigation pane shall provide folders for read, unread, expired and deleted notifications specific to the user that is logged into the JMS.
37. Custom actions and notifications shall also be able to be configured to execute upon named events within the Jail Management Software (e.g. when a detainee is booked, released, transferred to another cell, etc.).
38. The JMS shall offer a navigation pane much like other widely used programs and services (such as Microsoft Outlook), which alerts users to tasks, messages, notifications and provides on-screen navigation to those tasks, messages and calendars.
39. The JMS navigation pane must contain a task manager or work queue that shall alerts users of tasks for which they are responsible. Tasks shall automatically be presented to users based upon their roles and responsibilities. The task manager or work queue must allow the user to navigate to individual tasks by simply clicking on the task. Available tasks must include at a minimum:
 - a. Incomplete Bookings
 - b. Mugshots Needed
 - c. New Bookings
 - d. Classifications Needed
 - e. Cell Transfers
 - f. Upcoming Confinements
 - g. Upcoming Releases

- h. Disciplinary Reports
- i. Grievance Reports
- j. Investigation Reports
- k. Detainee Screenings
- l. Detainee Property Intake
- m. Detainee Property Return
- n. Pending Cell Transfers
- o. Board Review
- p. Disciplinary Hearing
- q. Assigned Reports
- r. Immigration Alien Query

- 40. The navigation pane shall include a notifications tab to alert users of internal JMS notifications. The notification tab must sort and display Unread Notifications, Read Notifications, Expired Notifications and Deleted Notifications.
- 41. The navigation pane shall include a workflow tab that shall alert users to workflow items needing review/attention. Workflow items such as forms (Disciplinary Reports, Incident Reports, etc.) must be presented in the proper supervisor's workflow tab for review and approval.
- 42. The Navigation pane shall include a calendar/scheduling tab to display calendars and schedules specific to the user. Calendars/schedules must include items such as tasks, detainee schedules, the user's personal schedule, personnel schedules and location schedules.
- 43. The JMS shall provide a comprehensive booking module that includes detainee booking, release, sentence management, bond payment, detainee (medical) screening and detainee billing.
- 44. The JMS shall provide utilities to expunge, merge and perform other booking data management functions.
- 45. The JMS shall provide the ability to integrate electronic forms into the booking process and automatically route to supervisors for review and approval when submitted.
- 46. The JMS shall provide the ability to assign a detainee a system generated Detainee Number that shall be utilized each time the detainee is booked into the system.
- 47. The JMS shall generate a Booking Number for each booking that is referenced to the system generated Detainee Number
- 48. The JMS shall provide the ability to capture information regarding the detainee including, but not limited to:
 - a) First, middle and last names including hyphenated names
 - b) Date of Birth
 - c) Demographic information: race, sex, height, weight, hair color, eye color

- d) Citizenship
 - e) Aliases
 - f) Addresses
 - g) Phone Numbers
 - h) Additional Identification
 - i) Contacts
 - j) Employment/School
 - k) Gang
 - l) Scars/Marks/Tattoos
49. The JMS shall provide the ability to capture booking information to include:
- a) Arrival Date/Time
 - b) Booking Date/Time
 - c) Committed by
 - d) Juvenile
 - e) Searched by
 - f) Search Type
 - g) Booking Officer
 - h) Booking notes
50. The JMS shall provide the ability to capture arrest information to include:
- a) Arrest Date/Time
 - b) Arresting Agency ORI
 - c) Arrest Location
 - d) Vehicle Disposition
 - e) Blood Alcohol Test Results and Officer
51. The JMS shall provide the ability to add multiple charges from multiple jurisdictions/ agencies.
52. The JMS shall provide the ability to capture charge information to include:
- a) Multiple Charges
 - b) Case Number
 - c) Statute
 - d) Statute Description
 - e) Category
 - f) Class
 - g) Offense Date/Time
 - h) Charge Date/Time
 - i) Charge Status Date/Time
 - j) Charge Status
 - k) Charge Disposition
 - l) Disposition Date/Time
 - m) Dispositioned by
 - n) Bond/Bail

- o) Charge Notes
53. The JMS shall provide the ability to place holds on the detainee and capture information including:
- a) Agency Placing Hold
 - b) Contact Name, ID and Phone Number
 - c) Expiration Date
 - d) Hold Status
54. The JMS shall provide the ability to capture information on release of hold including:
- a) Release Date/Time
 - b) Agency Releasing Hold
 - c) Contact Names, ID and Phone Number
 - d) Notes
55. The JMS shall provide a Classification module that classifies detainees via a configurable scoring method.
56. The JMS shall provide the ability to create a custom electronic classification form and set the scoring parameters. The JMS must provide the ability for the jail to modify the Classification form, including changing the scoring method, without any intervention from the JMS vendor.
57. The Detainee shall be automatically classified when an officer completes entry of the detainee's responses to the classification questions.
58. The JMS shall provide the ability to interface to a fingerprint reader for positive detainee identification.
59. The Detainee shall be automatically classified when an officer completes entry of the detainee's responses to the classification questions.
60. The JMS shall provide the ability to record all property and money received from (or for) a detainee.
61. The JMS shall provide the ability to track property that is issued to the detainee by the facility.
62. The JMS shall provide a comprehensive Detainee Trust Accounting module that tracks all detainee money entered into the system, including an accounting of the total amount of money the detainee received and spent.
63. The JMS shall provide a module to create and manage detainee scheduling of events such as court dates, medical appointments, classes, etc.
64. The JMS shall provide the ability to enter data regarding sentencing information per charge including:
- a) Total Sentence including years, months and days
 - b) Start Date/Time
 - c) Estimated Complete Date/Time
 - d) Credit for Time Served
 - e) Concurrent or Consecutive Sentence

65. The JMS shall provide the ability to calculate the estimated sentence end date.
66. The JMS shall provide the ability to dispose individual charges without triggering the release process.
67. The JMS shall provide the ability to produce a report showing detainees with upcoming release dates.
68. The JMS shall provide the ability to create a workflow to trigger forms and tasks required to complete the release process.
69. The JMS shall have a module for recording in-house detainee offenses, scheduling hearings, recording hearing results, and maintaining a disciplinary history for each detainee.
70. The JMS shall provide the ability for system administrators to design and manage electronic disciplinary forms.
71. The JMS shall provide the ability for Disciplinary Reports to be routed to the appropriate supervisor for review upon submission.
72. Disciplinary Reports shall have the ability to be linked to other Disciplinary Reports and Incident Reports in JMS to create a complete case.
73. The JMS shall provide an alert to the supervisor that a Disciplinary Report has been submitted for review.
74. The JMS shall include document imaging capabilities to allow for scanned images, pictures and files to be attached to a detainee's record.
75. The JMS shall provide access to attachments based on user's security permission.
76. The JMS document Management capabilities shall also include the ability to attach any standard machine-readable file to a detainee record. Users shall be able to attach text files, video files, audio files, data files, raster Image files, vector image files, spreadsheet files, database files and GIS files
77. The JMS shall provide the ability to track gang affiliations of detainees.
78. The JMS shall provide the ability to create and manage electronic Incident Reports without assistance by the vendor.
79. The JMS shall provide the ability for a supervisor to reject a report with reason and comments for correction by the submitting author. The author shall be provided an alert that a report has been rejected by the supervisor.
80. The JMS shall provide a module with basic inventory capabilities for the accounting of equipment and supplies in inventory or assigned to personnel.
81. The JMS shall provide the ability for system administrators to categorize items and define lists of goods and services.
82. The JMS shall include a Mugshot feature used to record pictures of the detainee and shall include the ability to capture and tag pictures of scars, marks and tattoos.
83. The JMS Mugshot module must include searching based on physical characteristics, and printing of labels, identification cards and wrist bands.
84. The JMS Mugshot capabilities shall be embedded in the JMS and not require use or license of third-party software.

85. The JMS shall provide the ability to manage personnel information including:
- a) Employee ID
 - b) Employee Type
 - c) Demographic Information
 - d) Photograph
 - e) Training History
 - f) Certifications
 - g) Shift Assignment and Days Off
 - h) Email Address
 - i) Employee Dates
86. The JMS shall provide the ability for system administrators to manage roles and security permission for users.
87. The JMS shall provide the ability to track training for employees including:
- a) Courses
 - b) Instructors
 - c) Dates/Times
 - d) Certification expiration
88. The JMS shall provide the ability to produce reports related to the Personnel module including:
- a) Employees by hire dates
 - b) Training by date range
89. The JMS shall provide a web portal to allow data sharing with authorized departments and users.
90. The JMS web portal shall provide access to authorized users including at a minimum:
- a) Name/Demographic Information
 - b) Booking Data
 - c) Arrest Data
 - d) Watch Lists
 - e) Property
 - f) Photos
91. The JMS web portal solution shall work on iPads, Android tables and smartphones.
92. The JMS web portal shall provide the ability to manage visitation including at a minimum:
- a) Batch Visits
 - b) Other Visits (contractors, maintenance, etc.)
 - c) Professional Visits
 - d) Scheduled Visits
 - e) Unscheduled Visits

- f) Ban Visitors
 - g) Create Visitor Alerts
 - h) Monitoring of Booths via Audio and Visual Means
 - i) Driver's License Scanning of Visitor
 - j) NCIC Checks of Visitor
93. The JMS shall provide web access to allow public users to retrieve information about detainees in the JMS system.
94. The public web access shall provide the ability for the public to:
- a) Retrieve a list of current detainees
 - b) Search detainees by name
 - c) Search by booking or release dates
 - d) View pictures of detainees
 - e) Determine visitation days/times for detainees
95. The JMS shall have the ability to interface with VINE (Victim Information and Notification Everyday Systems).
96. The JMS shall provide the ability to record victim information for each detainee.
97. The JMS shall record the date and time of each victim notification and whether the notification was via mail or telephone.
98. Upon detainee release, the JMS system shall notify the officer if the victim has not been contacted.
99. The JMS system shall have the ability to interface to the state for queries.
100. The JMS shall have the ability to interface to detainee telephone systems for the generation of PINs and other critical data elements.
101. The JMS shall have the ability to interface to the Commissary vendor utilized by the agency.
102. The JMS shall have the ability to interface to LiveScan.
103. The JMS shall have the ability to interface to VINE.
104. The JMS shall have the ability to interface to an EMR (Electronic Medical Records) system.
105. The JMS shall have the ability to interface to detainee trust accounting system.
106. The JMS shall have the ability to interface with Guard 1 software (staff tablets)
107. The Offeror shall provide a sample Project Implementation plan that describes how the system shall be delivered, installed and tested.
108. The Offeror shall provide recommendation for agency staffing to support this project plan.
109. The Offeror Project Manager shall provide status reports to the Agency monthly at a minimum.
110. The Offeror shall provide experienced trainers to provide training and knowledge transfer to the Agency users to ensure successful transition to the new system.
111. The Offeror shall work with the agency to define a training plan and agenda for training of both system administrators and Agency trainers and provide these to

the Agency a minimum of 30 days prior to scheduled training to allow time for scheduling students.

112. The Training Plan shall define the following:
 - a) Specific Classes to be Conducted
 - b) Content of Class
 - c) Prerequisites for Class
 - d) Duration of Class
 - e) Maximum Number of Students per Class
 - f) Required Equipment for Class Instructor (projector, whiteboard, workstation, etc.)
113. The Offeror shall provide as built documentation and lesson plans to the Agency in soft copy 14 days prior to training.
114. The Offeror shall provide follow up training in a mutually agreed manner to the Agency prior to cutover. This training may be web based.
115. The Offeror shall provide an on-site trainer for cutover to assist the Agency with any training related issues that may arise.
116. The Offeror shall demonstrate to the Agency that all functions and options operate as described in the Offeror's proposal.
117. The Offeror shall have a reasonable time to correct any failures to demonstrate functionality and a retest shall be scheduled.
118. The process shall continue until all functionality has passed.

B. TECHNICAL SPECIFICATIONS

a) Organizational Experience

Offerors must provide a description of all relevant experience as required in the scope of work. The narrative **MUST** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider for video visitation services:

- The Offeror must provide an overview of their firm, including years and the nature of experience in the detainee communication business.
- The Offeror must demonstrate how they have maintained a commitment to technology upgrades, including the consistent new technology deployment over the last three years or more.
- Due to the complex nature and concerns of our correctional facility, Offerors must be well experienced in providing this type of service. The Offeror shall demonstrate at least 5 years of experience providing detainee communication services to counties of similar size.

2. Organizational References

Offerors must provide five (5) customer references of similar accounts similar in size and scope to the County that have been performed for tribal, county, state and/or federal government clients within the last three years.

Offerors are required to submit APPENDIX F, Reference Form to the business reference they list. The business references must submit the Reference Form directly to the Procurement Officer.

The Business References Forms must be returned to the Procurement Office no later than November 12, 2020 (the date designated on Appendix F).

It is the Offeror's responsibility to ensure that the completed forms are received by or before the submission deadline for inclusion of the evaluation process. Business References that are not received or are not complete may adversely affect the Offeror's score in the evaluation process.

The Evaluation Committee may contact any or all references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it

Offerors shall submit the following Business Reference information as part of Offer:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to referenced engagement;
- Client project manager name, telephone number, fax number and e-mail address.

3. Mandatory Specifications

- a) Must provide service policies and procedures as an attachment to this proposal.
- b) If applicable, provide detailed equipment installation charges, if any.
- c) Describe your system diagnostic processes and tools for remote diagnosis to minimize facility visits by Offeror.
- d) Describe your disaster recovery system.
- e) Describe how many data centers that you have and those centers that shall be provided.
- f) Describe the procedure for billing.

New technology is important to the County. The system the Vendor is proposing for the County must include frequent technology upgrades.

- g) Please identify the number of currently held patents.

- h) Does the Offeror further assert that to the Offeror's knowledge that the equipment and software proposed does not infringe on any U.S. patent or copyright?
- i) Does the Offeror demonstrate technology leadership in the industry? Provide the amount of money reinvested each year in developing and deploying new technology.

4. Business Specifications

- a) Financial Stability: **Offerors must submit** copies of the most recent years independently audited financial statements and the most current 10k, as well as financial statements for the proceeding two years, if they exist. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason, and instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

- b) Insurance: ALL RESPONDENTS MUST submit, with their proposal, proof of insurance for Professional Liability in an amount not less than \$1,050,000. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Sandoval County requires the following provisions of the awarded vendor:
 - Sandoval County to be named as additional insured or an insured on all required policies.
 - Sandoval County shall be provided with an unconditional thirty (30) days advance written notice of cancellation or material change (i.e. no limit on the notice of cancellation) on all policies.
 - Prior to the execution of the resulting contract, the Sandoval County Purchasing Office shall be supplied with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

V. COST PROPOSAL

The Offeror is to provide rates that the detainee or their families shall have to pay for phone calls and/or video chats. The cost proposal should be in a separate sealed envelope but needs to be included within the main box for the Technical Proposal.

Please provide a list of all your fees that you plan on forwarding to the County as part of this Proposal. If no cost shall be forwarded to the County please indicate as part of this proposal.

The evaluation of each Offeror's cost proposal shall be conducted using the following formula:

Lowest Responsive Offeror's Bid

This Offeror's Bid

X Award Points

VI. ADDITIONAL SUBMISSION REQUIREMENTS

The below required additional submissions are found in the Appendix Section.

1. Appendix A: Acknowledge of Receipt Form

Potential offerors **should** hand deliver or return by facsimile, registered or certified mail or email the "Acknowledgement of Receipt Form" (see APPENDIX A) that accompanies this document to have their organization placed on the procurement distribution list. The form **should** be signed by an authorized representative of the organization and delivered to the Procurement Manager no later than the date specified in the Sequence of Events. The procurement distribution list shall be used for the distribution of important information regarding this procurement.

2. Appendix B: Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

3. Appendix C: Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX C. The form **must** be completed and must be signed by the person authorized to obligate the company.

4. Appendix D: Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX D) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

5. Appendix E: Conflict of Interest Affidavit

Offerors must include signed and completed Conflict of Interest Form (APPENDIX E) with RFP documents. The Offeror warrants that it presently has no interest and shall not

acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Code Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

6. Appendix F: Reference Questionnaire

Sandoval County, as a part of the RFP process, requires proposing vendors to submit a minimum of five (5) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor is **REQUIRED** to send the following Reference Form (APPENDIX F) to each business reference listed. **EACH REFERENCE IS DUE BY DECEMBER 9, 2020.** The business reference, in turn, is requested to submit the Reference Form directly to the Sandoval County Procurement Officer by the RFP submission deadline for inclusion in the evaluation process. The form and information provided shall become a part of the submitted proposal. The business reference may be contacted for validation of prior experience.

7. Appendix G: Cost Proposal

The Offeror is to provide rates that the detainee or their families shall have to pay for phone calls and/or video chats in (Appendix G).

VII. EVALUATION CRITERIA

A. EVALUATION POINT SUMMARY

Points shall be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response. The following is a summary of evaluation factors with point values assigned to each. These weighted factors shall be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors	Points Available
General Specifications	25 points
Technical Specifications:	
• Organizational Experience	15 points
• Organizational References	15 points
• Mandatory Specifications	20 points
• Access to Additional Software	10 points
• Cost Total Available Points	15 points
Lowest Responsive Offeror's Bid ----- X Available Points This Offeror's Bid	
TOTAL POSSIBLE POINTS	100 POINTS
Proof of Financial Stability	Pass/Fail
Proof of Insurance	Pass/Fail
Letter of Transmittal	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
Conflict of Interest Affidavit	Pass/Fail

B. EVALUATION PROCESS

1. All Offeror proposals shall be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive shall be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other sources of to perform the evaluation.

4. Responsive proposals shall be evaluated on the factors set forth in the RFP, which have been assigned a point value. The responsible Offerors with the highest scores shall be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the County taking into consideration the evaluation factors shall be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. If an interview is held, the Purchasing Office shall distribute questions and instructions to the finalists prior to the scheduled interview. A maximum of 100 points are possible in scoring each interview for this RFP. The Evaluation Committee may, at their discretion, request additional clarification as to the contents of the RFP submittal from any of the Offeror's.
6. Percentages for New Mexico Preferences shall be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended)
 - a. If the Offeror has provided their New Mexico Business Preference Certificate the Preference Points for a New Mexico Business for this Sandoval County RFP is 5% of the total possible points.
 - b. If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:
 - 10% for less than \$3M (prior year revenue)

VIII. SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the County of Sandoval, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and _____, (hereinafter referred to as the "Contractor").

RECITALS

WITNESSED:

WHEREAS, the County is the owner and operator of the Sandoval County Detention Center (SCDC),

WHEREAS, the County issued a Request for Proposals for Detainee Communication Services RFP#FY21-SCDC-02, attached hereto as EXHIBIT A; and

WHEREAS, the Contractor submitted its Proposal, dated _____ 2020, in response to RFP #FY21-SCDC-02, attached hereto as EXHIBIT B; and

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services

The Contractor shall provide Detainee Communication Services in accordance with EXHIBIT A which is incorporated herein by reference and made a part of this Agreement.

2. Compensation and Method of Payment

A. Total Compensation and Method of Payment. For performing the Services specified in Section 1 hereof, the County agrees to pay the Contractor in accordance with the Budget agreed to by the parties for the applicable fiscal year. Payments in accordance with this Agreement shall constitute full and complete compensation for the Contractors Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

For the period of _____ 2020 to _____, 2024, the County shall pay the Contractor as follows:

An annual base compensation of _____ (\$_____), which amount includes any applicable gross receipts taxes, for a base population of 420 detainees. One-twelfth of the base compensation (\$_____) shall be paid to the Contractor monthly for all Services provided upon receipt by the County of a properly documented and sufficiently detailed invoices for payment as determined by the budgetary and fiscal guidelines of the County and on the condition that the Contractor has accomplished the Services to the satisfaction of the County. In the event, the Agreement is terminated on a date other than the end of month, the monthly base Services Invoice shall be prorated based upon the actual days of Services provided by the Contractor.

- B. Population Increase. If the detainee population exceeds the base population specified in the current Budget, the County agrees to pay the Contractor an additional (\$_____) per detainee per day for each detainee in excess of said base population. The detainee population as calculated daily by SCDC at 20:00 hours shall be the determining count.
- C. Staffing Personal Increase/Decrease. The County retains the option of increasing and decreasing the by-agreement staffing minimum requirements. Adjustments to the annual base compensation shall be in accordance with the Hourly Rate Schedule negotiated by the parties for Years 1-4.
- D. Adjustment of Understaffing. In the event that the Contractor has a position, which is vacant for 15 days or more, the Contractor agrees to reimburse to the County the actual compensation cost of the vacant position. Compensation for purposes of the adjustment for understaffing shall be calculated using the hourly rate of the position (including benefits) multiplied by the number of hours in excess of the 15 days the position is vacant. If a position continues to be continuously vacant beyond the initial 30-day period and from one month to then next, the compensation to be reimbursed by the Contractor for the subsequent months, shall be the total number of hours the position was vacant during those months. The Contractor shall provide a separate credit invoice for understaffing hours to SCDC by the 25th of each month for the previous month.
- E. Payments. Payments shall be made to the Contractor monthly upon receipt by the County of properly documented requests for payment as determined by the budgetary and fiscal guidelines of the County and on the conditions that the Contractor has accomplished the Services to the satisfaction of the County.
- F. Payment Certification. Certification of payments shall be made following the review and signoff of the SCDC Director or designee of each invoice. Any discrepancies discovered by the County in the audit of invoices received by the Contractor shall be resolved immediately. The Contractor shall provide a separate credit invoice referencing the invoice number where the discrepancy occurred and reason for the correction for all credits due to the County within 45 calendar days from notice of error.
- G. Erroneous Payment. In the event of an error that causes one of more payments to be issued in error, the Contractor shall reimburse the County within 45 days of written notice of such error for the full amount of the erroneous payment.
- H. Detainees. The Contractor agrees that in no event, including, but not limited to nonpayment by Contractor, insolvency of Contractor or breach of this Agreement, shall Contractor, or its subcontractors bill, collect a deposit from, seek compensation, remuneration, or reimbursement from or have any recourse against an detainee, or persons acting on the behalf of an detainee, for Services provided pursuant to this Agreement. In no case shall the County and/or detainees be liable for any debts of the Contractor.

3. Term

This Agreement shall become effective upon the date of final execution and shall continue for a four (4) year period unless terminated by either party pursuant to the termination provisions contained herein.

4. Use of Agreement

With the consent of the Contractor, other Central Purchasing Departments (NMSA 1978, §13-1-37) may purchase under this Agreement, provided that the services are under the same terms and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Department and the Contractor.

5. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement. The County reserves the right to recover any excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:

The official address of the Contractor is:

6. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Sandoval County Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Sandoval County Commission, this Agreement may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such event shall not constitute an event of default. All payment obligations of the County and all of its interest in this Agreement shall cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

7. Termination for Breach.

A. In addition to any remedies afforded the County that are enumerated in the RFP, if, through any cause, the Contractor breaches the Contractor's obligations under this Agreement, the County shall have the right to terminate the Agreement, subject to the Contractor's right to cure the default as set forth herein. The County reserves the right to recover any excess cost incurred by the violation or breach of the Agreement by deduction from an unpaid balance due to the Contractor, a combination of these remedies, or any other legal method.

B. In the event, the Contractor fails to fulfill the Contractor's obligations under this Agreement, the following steps shall be followed, prior to termination:

1. The County shall notify Contractor in writing of the nature of such default. Within ten (10) working days following such notice, the Contractor shall correct the default, or;

2. In the event of a default not capable of being corrected within said ten (10) day period, Contractor may request an extension of time from the County explaining why the default cannot be corrected within said period, shall continue correcting the default at the earliest practical date if the extension is approved at the sole discretion of the County, and utilize all due diligence to correct the default with the extended time period.
 3. If the Contractor fails to correct the default with the time periods provided above or does not use due diligence to correct the default, the County without further notice shall have the rights and remedies provided by the law to declare this Agreement terminated effective upon such date as the County shall designate.
- D. Prior Obligations. By termination pursuant to this Section, neither party may nullify obligations already incurred for performance of Services or payment for Services prior to the date of notice or, unless specifically state in the notice, required to be performed through the effective date of termination. Any agreement or notice of termination shall incorporate necessary transition arrangements.
- E. Rights upon Termination of Expiration.
1. Upon termination or expiration of this Agreement, the Contractor shall, upon request of the County, make available to the County, or to a person authorized by the County, all records and equipment that are the property of the County.
 2. Upon termination or expiration of this Agreement, the County shall pay the Contractor all amounts due for Services through the effective date of such termination. The County shall not pay any costs of the Contractor arising out of termination or expiration. The County may deduct from amounts otherwise payable to the Contractor monies determined to be due the County from the Contractor.
 3. In the event that the County terminates the Agreement in full or in part because of breach by Contractor, the County may procure Services similar to those terminated and the Contractor shall be liable to the County for any excess costs for such similar Services. In addition, the Contractor shall be liable to the County for administrative costs incurred by the County in procuring such similar Services, The Contractor shall not be liable for any excess costs or administrative costs if the failure to perform the Agreement arise out of causes beyond the control and without error or negligence of the Contractor or any of its subcontractors. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
 4. The Contractor shall be responsible for payment of any claims from subcontractors or other providers, including emergency services providers, for goods and services ordered by the Contractor for its operation at SCDC and delivered prior to the termination date. The Contractor shall promptly notify the County of any anticipated claims, which are known to the Contractor at the time of notice of termination or incurred prior to termination.

5. The Contractor shall provide the orderly and reasonable transfer of detainee care in progress, even for those detainees who are hospitalized or in long-term treatment.
6. Should the Contractor terminate the Agreement, it shall reimburse the County for all costs arising from delays caused by the Contractor incurred in hiring a new Contractor/subcontractors.

8. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least one-hundred twenty (120) calendar days' notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor shall be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

9. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least one-hundred twenty (120) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

10. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

11. Personnel

- A. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. The services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

12. Indemnification

- A. Indemnity: Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.
- B. Exclusions: The Contractor shall not in any event to be required to indemnify, defend, or hold harmless, the County with respect to any act, conduct, misconduct or omission of the County, its agents, employees or officers.
- C. Survival: The Contractor agrees that the above indemnification provision shall survive the termination of this Agreement, regardless of the cause, giving rise to termination.

13. Discrimination Prohibited

In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, spousal affiliation, physical handicap, or mental handicap as defined in the Americans with Disabilities Act of 1990, as currently enacted or hereafter amended.

14. ADA Compliance

In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the County as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the County, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

15. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement. Unless authorized by the County, the Contractor shall not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the County.

16. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

17. Insurance

A. General

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar day's written notification to the ATTN: Joyce, Sandoval County Purchasing Department, PO BOX 40, BERNALILLO, NM 87004 in the event a policy has been materially changed or canceled. For procurements that exceed \$20,000, an Additional Insured Endorsement Form is required.

1 Workers Compensation

Part I. Workers Compensation – Statutory

Part II. Employers' Liability - \$1,000,000

The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it shall certify, in a signed statement, that it is not subject to the Act. The Contractor shall notify the Contracting Agency (Sandoval County) and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

2. Commercial General Liability on ISO form CG 0001 0798 or equivalent.

Bodily Injury/Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

Products/Completed Operations: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

3 Business Automobile Liability

Combined Single Limit - \$1,000,000 Each Occurrence on ISO CA0001 1001 or equivalent.

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

a. Independent Contractors: Included

b. Contractual Liability: Included in Commercial General Liability

4 Professional Liability: (if applicable) \$1,000,000 Each Occurrence \$3,000,000 General Aggregate

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The

Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

B. Approval of Insurance

The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

C. Increased Limits

If, during the life of this the Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount shall be made.

18. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

19. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

20. Confidentiality

A. General

1. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
2. Any confidential information, as defined in state law, code, rules, or regulations or by an otherwise applicable code of ethics, regarding County detainees provided to or developed by the Contractor and its subcontractors shall not be made available to any individual or organization by the Contractor and its subcontractors without the prior written approval from the County.

3. The Contractor and its subcontractors warrant that they shall retain all information belonging to the County, and shall neither use or disclose it to anyone without the explicit written permission of the County, and that each and every employee of the Contractor and its on-site subcontractors has received training on respecting patient confidentiality. The Contractor recognizes that irreparable harm can be occasioned to the County and detainees by disclosure of information relating to its operations and, accordingly, the County may refuse or enjoin such disclosure, and the Contractor and its subcontractors shall be solely responsible for any violations. This provision shall not relate to medical record information, which shall be disclosed according to applicable law.
- B. Notice. The Contractor shall (1) notify the County promptly of any unauthorized possession, use, knowledge, or attempt thereof, of the County's data files or other confidential information; and (2) promptly furnish the County full details of the unauthorized possession, use, knowledge or attempt thereof, and assist investigating or preventing the recurrence thereof.
- C. Procedures.
1. The Contractor shall adopt and implement written confidentiality policies and procedures, which conform to federal and state laws and regulations.
 2. The Contractor's contracts with practitioners and other providers shall explicitly state expectations about the confidentiality of detainee information and records.
 3. The Contractor shall afford detainees and/or legal guardians the opportunity to approve or deny the release of identifiable personal information by the Contractor to a person or agency outside of the Contractor, except when such release is required by law, State regulation, or quality standards.
 4. When release of information is made in response to a court order, the Contractor shall notify where practical the detainee and/or legal guardian of such action in a timely manner.
 5. The Contractor shall have specific policies and procedures that direct how confidential information gathered or learned during the investigation or resolution of a complaint is maintained, including the confidentiality of the detainee's status as a complainant.

21. Intellectual Property.

The Contractor warrants that all material produced hereunder shall be of original development by Contractor, and shall be specifically developed for the fulfillment of this Agreement and shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Contractor shall indemnify and hold the County harmless from and against any loss, cost, liability, or expense arising out of breach or claimed breach of this warranty.

22. Subcontracts

A. General

1. The Contractor is solely responsible for fulfillment of this Agreement. The County shall make payments under this Agreement only to the Contractor.

2. The Contractor shall remain solely responsible for performance by any subcontractor providing Services in connection with this Agreement.

B. Subcontractors.

1. The Contractor may subcontract to a qualified individual or organization for the provision of any Service defined in the Scope of Work only with the consent of the County, which shall not be unreasonably withheld. The Contractor remains legally responsible to the County for all work performed by any subcontractor.
2. The County reserves the right to review all subcontracts and/or any significant modifications to previously approved subcontracts to ensure compliance with law, policy, and requirements. The Contractor is required to give the County prior notice with regard to its intent to subcontract certain significant contract requirements including, but not limited to credentialing, utilization review, and claims processing.
3. The Contractor must maintain policies and procedures for verifying that the credentials of all providers and subcontractors meet applicable standards.
4. The Contractor must maintain fully executed originals of all subcontracts, which shall be accessible to the County upon request.
5. The Contractor shall notify the County of any proposed material amendments to any subcontract with fifteen (15) business days prior to any such amendment. The County may disapprove or require modification or deletion of the amendment.
6. The Contractor shall not contract with an individual, or with an entity owned by an individual, or with an entity owned by an individual (or in which an individual has a controlling interest), or with an entity which has an officer, director, agent, or manager, who has been convicted of any felony offense.
7. Subcontractors must meet the following minimum requirements:
 - a. Subcontracts must be executed in accordance with all applicable federal, state and local laws, regulations, policies and rules.
 - b. Subcontracts must identify the parties of the subcontract and their legal basis of operation in the State of New Mexico.
 - c. Subcontracts must include the procedures and specific criteria for terminating the subcontract.
 - d. Subcontracts must identify the services to be performed by the Subcontractor and those services performed under any other subcontract(s). Subcontracts must include provision(s) describing how Services provided under the terms of the subcontract are accessed by detainees.
 - e. Subcontracts must include the reimbursement rates and risk assumption, if applicable.
 - f. Subcontracts must contain a provision requiring that the Subcontractor maintain all records relating to service provided to detainees for a six (6) year period and shall make all detainee's medical records available for the purpose of quality review conducted by the County or its designated agents.

- g. Subcontracts must require that detainee information be kept confidential, as defined by state law.
- h. Subcontracts must contain a provision requiring the Subcontractor to comply with all applicable federal, state and local laws, regulations, policies, and rules.
- j. Subcontracts must include a provision requiring the Subcontractor to release any information necessary for the Contractor to perform any of its obligations.
- k. Subcontracts must include a provision for termination for any violation of applicable County, state, or federal requirements.
- i. Subcontracts must contain a hold harmless provision wherein the Subcontractor agrees to hold harmless the County in the event that the Contractor cannot or shall not pay for Services performed by the subcontractors pursuant to the subcontract.

23. Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

24. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

25. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 4 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 4 herein.

28. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

29. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

30. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

31. Applicable Law

The laws of the State of New Mexico and Sandoval County shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1(G) NMSA 1978. By execution of this Agreement, CONTRACTOR acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

32. Changes

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

33. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

34. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

35. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

36. Penalties

The New Mexico Procurement Code, (NMSA 1978, §13-1-28 through 13-1-199), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

37. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. EXHIBITS A and B and _____ attached hereto are by this reference incorporated herein.

38. Approval Required

This Agreement shall not become effective or binding until approved by the Sandoval County Commission.

SIGNATURE PAGE

Motion to approve _____, this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS

David J. Heil, Chair

Jay C. Block, Vice Chair

Michael Meek, Member

Katherine A. Burch, Member

Kenneth Eichwald, Member

APPROVED AS TO FORM:

County Attorney

Date: _____

ATTEST:

Eileen Garbagni, County Clerk

Date: _____

CONTRACTOR:

By: _____

Date: _____

New Mexico Gross Receipts Tax No.

Federal Tax Identification Number

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

DETAINEE COMMUNICATION SERVICES

RFP# FY21-SCDC-02

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **December 3, 2020** by 5:00 pm (Mountain Standard Time). Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal shall receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address shall be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D, PO Box 40
Bernalillo, NM 87004
Fax: 505-867-7605
E-mail: tgreene@sandovalcountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds one hundred dollars (\$100) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law,

daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER ONE HUNDRED DOLLARS (\$100) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C

LETTER OF TRANSMITTAL FORM

APPENDIX C
Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

___ No sub-contractors shall be used in the performance of any resultant contract OR

___ The following sub-contractors shall be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which shall be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement

___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

___ I acknowledge receipt of any and all amendments to this RFP.

_____, 2020
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX D

RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate MUST be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I shall indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* _____
(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX E
CONFLICT OF INTEREST AFFIDAVIT

APPENDIX E

CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANDOVAL)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

I am a former employee of _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).

I am a current employee of _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$_____.

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

NAME

Subscribed and sworn to before me by _____ (name of former employee)
this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

Terms of the Conflict of Interest Affidavit are inapplicable.

APPENDIX F

REFERENCE QUESTIONNAIRE

Sandoval County, as a part of the RFP process, requires proposing vendors to submit a minimum of five (5) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Sandoval County Procurement Officer by the RFP submission deadline for inclusion in the evaluation process. The form and information provided shall become a part of the submitted proposal. The business reference may be contacted for validation of prior experience.

**RFP# FY21-SCDC-02
REFERENCE QUESTIONNAIRE
FOR:**

(Name of the company you're submitting reference for)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned for the Sandoval County Detention Center via **facsimile** or **e-mail** at:

Name: Trish Greene, Senior Procurement Specialist
Sandoval County Finance Department
Address: 1500 Idalia Road, Building D
Bernalillo, NM 87004

Telephone: 505-404-5873
Fax: 505-867-7605
Email: tgreene@sandovalcountynm.gov

Please return no later than **December 9, 2020** and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Sandoval County Procurement Officer listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

- In what capacity have you worked with this vendor in the past?
COMMENTS:

2. How would you rate this firm's knowledge and expertise?
 _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
 _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
 _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
 _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
 (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

APPENDIX G

COST PROPOSAL

Appendix G

1. Call rates shall be as follows:

Call Type	First Minute	Each Additional Minute	Total for a 30-Minute Call
Local collect	\$xx.xx	\$xx.xx	\$xx.xx
Local prepaid	\$xx.xx	\$xx.xx	\$xx.xx
Intrastate/intraLATA collect	\$xx.xx	\$xx.xx	\$xx.xx
Intrastate/intraLATA prepaid	\$xx.xx	\$xx.xx	\$xx.xx
Intrastate/interLATA collect	\$xx.xx	\$xx.xx	\$xx.xx
Intrastate/interLATA prepaid	\$xx.xx	\$xx.xx	\$xx.xx
Interstate collect	\$xx.xx	\$xx.xx	\$xx.xx
Interstate prepaid	\$xx.xx	\$xx.xx	\$xx.xx

2. Video call rate shall be as follows:

Please provide cost paid by family/friends for visitation:

30-minute on site visit (Family/friends come to the facility to visit)

30-minute remote visit (Family/friends use application to visit off site)

