

# COUNTY OF FRESNO



## REQUEST FOR PROPOSAL

NUMBER: 19-080

## INMATE TELEPHONE AND VIDEO VISITATION SERVICE

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Issue Date: June 14, 2019

**Closing Date: JULY 16, 2019 AT 10:00 A.M.**

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact **Shannon W. Kirby** at Phone (559) 600-7116

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### BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFP.  
Bid must be signed and dated by an authorized officer or employee.

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COMPANY

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CONTACT PERSON

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ADDRESS

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CITY

STATE

ZIP CODE

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( )

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TELEPHONE NUMBER

E-MAIL ADDRESS

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AUTHORIZED SIGNATURE

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PRINT NAME

TITLE

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## OVERVIEW

The County of Fresno is soliciting proposals for one qualified vendor to provide both local and out of area telephone and video service to inmates of the Fresno County Detention Facilities. The County is interested in a turn-key system that provides currently manufactured and technically supported brands and components that will meet the current and future needs of its adult correctional facilities. The County is interested in a system that can be readily integrated to other Sheriff’s Office data systems in order to provide expanded telephonic communication services to the inmates and the general public. The Sheriff’s Office will require the system to have the capability for on premise and off premise recording and monitoring of all inmate telephones.

## BACKGROUND

The County of Fresno currently operates three adult detention facilities that comprise the Fresno County Jails. When operating the three facilities, the Fresno County Jail had a bed capacity of 3291 inmates. The three facilities have approximately 491 inmate telephone lines within the facilities. Contractor will be responsible for all repairs of equipment, including those caused by the intentional misuse by inmates. Our normal inmate capacity is about 80% - 90% of the total beds available.

The County of Fresno is currently in the process of building the new West Annex Jail Facility. The vendor selection for this contract will include the ability to add additional phones/resources to Fresno County. Construction began in September of 2016 with a plan for 300 inmate beds. The current expected completion date is September of 2020.

The County of Fresno is currently involved in ongoing litigation regarding the South Annex Jail. The future housing of inmates may be altered to include replacing the South Annex Jail with the West Annex Jail and/or other possible modifications, changes, upgrades, and/or closures.

The Inmate Telephone System is contained within a custodial environment; therefore certain security requirements are enforced. Minimally, the selected Contractor’s staff and subcontractors will be required to submit to a background review for clearance, will be required to be escorted into certain areas of the facilities, and will be required to submit lists of equipment and tools to be brought into the facilities. The potential Contractor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

<u>Name of Facility</u>	<u>Address</u>	<u>Population</u>	<u>Telephone Lines</u>
Main Detention Facility	1225 “M” Street Fresno, CA 93721	1064 beds	269
South Annex Jail	2280 Fresno Street, Fresno, CA 93721	499 beds	102
North Annex Jail	1265 “M” Street Fresno, CA 93721	1728 beds	120
West Annex Jail	Unknown Fresno, CA 93721	TBD (approx. 300 beds)	TBD
	<b>Total</b>	<b>3291 beds</b>	<b>491+</b>

## KEY DATES

<b>RFP Issue Date:</b>	<b>June 14, 2019</b>
<b>Bidders' Conference:</b>	<b>June 20, 2019 at 9:00 AM</b> County of Fresno Main Jail 1225 "M" Street Fresno, CA 93721
<b>Written Questions for RFP Due:</b>	<b>June 27, 2019 at 10:00 AM</b> Questions must be submitted on the Bid Page.
<b>RFP Closing Date:</b>	<b>July 16, 2019 at 10:00 AM</b> Proposals must be electronically submitted on the Bid Page.
<b>Site Inspection:</b>	<b>June 20, 2019 at 9:00 AM</b> 1225 : "M" Street Fresno, CA 93721

### **BIDDERS' CONFERENCE & SITE INSPECTION:**

A bidders' conference will be held in which the scope of the project and proposal requirements will be explained. Addenda will be prepared and distributed to all bidders if questions are submitted.

\*\*After the bidders' conference, we will be departing to various sites that pertain to this project. Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

Bidders are to contact **Shannon W. Kirby** at County of Fresno - Purchasing, (559) 600-7116, if they are planning to attend.

## GENERAL REQUIREMENTS & CONDITIONS

**TERM:** It is County's intent to contract with the successful bidder for a term of three years with the option to renew for up to two additional one year periods based on mutual written consent.

The County reserves the right to terminate any resulting contract upon written notice.

**AWARD:** The award will be made to the vendor offering the proposal that is deemed the most advantageous to the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County will be the sole judge in making such determination. The County reserves the right to reject any and all proposals. Award Notices are tentative. Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid Purchase Order by Purchasing. After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

Award may require approval by the County of Fresno – Board of Supervisors.

**PARTICIPATION:** The bidder may agree to extend the terms of the resulting contract to other political subdivisions, municipalities, and tax-supported agencies. Such participating governmental bodies may make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

**CONFIDENTIALITY:** Services performed by the bidder shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

The bidder shall submit to County's monitoring of said compliance.

The bidder may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

The bidder shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County. The bidder shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor. A specialty contractor cannot contract for work outside of their classification even if they are going to subcontract that work to another licensee who does hold the classification. The only classification that may do that is the B – General Building contractor.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**LOCAL VENDOR PREFERENCE:** The Local Vendor Preference **does not** apply to this Request for Proposal.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

**DISCLOSURE:** The bidder is required to disclose if, within the three-year period preceding the proposal, their owners, officers, corporate managers and partners have been convicted of, or had a civil judgment rendered against them for:

- fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- violation of a federal or state antitrust statute;
- embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
- false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

**ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED:** No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

**TIE BIDS:** In the event of a tie score between two or more proposals at the completion of the evaluation process, the evaluation team will break the tie by re-evaluating the proposals and coming to a consensus on which proposal to award. Additional information or interviews may be requested from bidders with the tied proposals.

**DATA SECURITY:** Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

**AUDITS & RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**PAYMENT:** County will make partial payments for all purchases made under the contract and accumulated during the month. Terms of payment will be net forty-five (45) days.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**ASSURANCES:** Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**LICENSES AND CERTIFICATIONS:** Any license(s) and/or certification(s) required in this RFP must be obtained by the bidder prior to submitting a proposal and must be active and in good standing. Proposals submitted without the proper license(s) and/or certification(s) will be deemed non-responsive.

**PUBLIC CONTRACT CODE SECTION 7028.15:** Where the State of California requires a Contractor's license; it is a misdemeanor for any person to submit a bid unless specifically exempted.

## INSURANCE REQUIREMENTS

Without limiting the County's right to obtain indemnification from contractor or any third parties, contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.  
  
This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

### Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Sheriff's Office, 2200 Fresno Street, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.



All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

## BID INSTRUCTIONS

- All prices and notations must be typed or written in ink.
- Unless otherwise noted, prices shall remain firm for 180 days after the closing date of the bid.
- Proposals must be electronically submitted on the forms provided in this RFP with all pages numbered.
- Additional material may be submitted with the proposal as attachments. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).
- Bidders must electronically submit their proposal in .pdf format, no later than the proposal closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- County of Fresno will not be held liable for any costs incurred by vendors in responding to this RFP.
- Bidders are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be electronically submitted in a separate PDF file clearly named "TRADE SECRETS" and marked as Confidential, see Trade Secret Acknowledgement section.
- If a bidder finds any discrepancies or has any questions, submit all inquiries to the Bid Page on Public Purchase or contact **Shannon W. Kirby** at (559) 600-7116. Any change in the RFP will be made only by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.
- Failure to respond to all questions or to not supply the requested information could result in rejection of your proposal. Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested.
- Proposals received after the closing date and time will NOT be considered.
- Proposals will be evaluated by an evaluation team led by County Purchasing and may consist of County of Fresno department staff, community representatives from advisory boards, and other members as appropriate. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. Upon review and evaluation, the evaluation team will make the final recommendation to the County department.
- Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to [gcornuelle@FresnoCountyCA.gov](mailto:gcornuelle@FresnoCountyCA.gov). Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

- All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific Analyst managing this RFP is identified on the cover page, along with his or her contact information, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal appeal against the RFP, such vendor may contact the Purchasing Manager who manages that appeal as outlined in the County's established appeal procedures. All such contact must be in accordance with the sequence set forth under the appeal procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board at scheduled Board Meeting.

## SCOPE OF WORK

The County of Fresno is soliciting proposals for one qualified vendor to provide both local and out of area telephone and video visitation service to inmates of the Fresno County Detention Facilities. The County is interested in a turn-key system that provides currently manufactured and technically supported brands and components that will meet the current and future needs of its adult correctional facilities. The County is interested in a system that can be readily integrated to other Sheriff's Office data systems in order to provide expanded telephonic communication services to the inmates and the general public. The Sheriff's Office will require the system to have the capability for on premise and off premise recording and monitoring of all inmate telephones. All facilities covered by Sheriff Policy maintain a "No Hostage Facility".

The County of Fresno currently operates three adult detention facilities that comprise the Fresno County Jail System. When operating the three facilities, the Fresno County Jail had a bed capacity of 3291 inmates. The three facilities have approximately 491 inmate telephone lines within the facilities. Contractor will be responsible for all repairs of equipment, including those caused by the intentional misuse by inmates.

The County will be expanding jail services with a new West Annex Jail (300 beds); construction is currently ongoing with an expected completion date of September 2020. Contractor is required to install all communication devices at the location directed by the county.

The current vendor for Inmate Telephone Services is Legacy Inmate Communications. Legacy owns and maintains the inmate telephone equipment currently in operation at the Fresno County detention facilities. This company provides telephone services for local exchange collect, prepaid and debit billing services in its area. Legacy Inmate Communications will continue to operate and maintain their telephone systems and equipment under the terms and conditions of the existing contract, pending the transition and acceptance of the new inmate telephone system at each adult detention facility.

Contractor shall provide a transition plan, with measurable benchmarks, including a timeline for the completion of the transition, and a list of personnel responsible for every benchmark and completion of the transition.

## SCOPE OF WORK PROPOSAL REQUIREMENTS

### 1. Installation and Maintenance of Inmate Telephone Equipment

The contractor will be required to install and maintain a turn-key telephone system for inmate use and other appurtenances within the County's detention facilities. The system must be of an open architecture to allow ease of integration with existing or future systems that operate on either PC based networks, mainframes, or other platforms. The contractor must provide documentation as to the compatibility of their system. The system must meet

Americans Disability Act (ADA) requirements and Title 15 and Title 24 of the California Code of Regulations.

The equipment installed at the Jail shall remain the sole and exclusive property of the potential Contractor. The Fresno County Sheriff's Office will not be responsible for any damage to equipment.

The potential Contractor shall provide all necessary labor, parts, materials and transportation to maintain all inmate telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.

The potential Contractor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified County facilities, readily available for repairs and maintenance of the system. The potential Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

Contractor will provide a detailed plan for reporting troubles and how requests for service will be handled. Service must be available 24 hours a day and 365 days a year and include a remote access plan. The County will give preference to bidders that have a viable remote access plan. Plan needs to include whom to contact, phone numbers and pager numbers of contact person, response time for completion of repairs, and a detailed plan of how the vendor will correct potential problems.

Contractor shall be responsible for all ongoing maintenance of all inmate telephone system hardware and software at no cost to County. All repairs and issues arising after hours and on weekends shall be reported through Contractor's after hour repair service.

- a. Contractor shall provide a technician who shall respond to all service requests within six (6) hours of notification. The County would prefer an on-site technician Monday – Friday during normal business hours.
- b. Contractor's technicians shall monthly inspect all inmate telephones to ensure that all are fully operational. Contractor's technicians shall respond to all requests for service regarding inmate telephones, including all hardware and software, and promptly make appropriate repairs at no cost to County.
- c. Contractor's technicians must complete and satisfy the security clearance requirements.
- d. At its own expense, Contractor agrees to provide any additional equipment, including, without limitation, cabling, wiring, and conduit (if not shared with County equipment) as required for the installation of additional inmate telephones in the four detention facilities.
- e. Contractor shall designate one or more authorized representatives who shall be the County's point of contact. This person(s) shall have full authority to bind Contractor with respect to all issues.
- f. Contractor shall immediately notify the County's designated contacts whenever the system is "out of service" and provide information about length of down time. Contractor shall also notify the County when the system resumes operations.

**O+InterLATA Phone Service**

Contractor shall install and provide "0+" InterLATA and Interstate Telephone Service for inmate use within the County's detention facilities. Contractor's provision of these services shall be at its sole cost and expense. Contractor shall maintain InterLATA and inmate telephone services at all times. All repair work shall be done in such a manner as to minimize the disruption of telephone service and assure the integrity of the facility security at all times. Contractor shall assume all costs associated with providing InterLATA and interstate inmate telephone service. Contractor shall be responsible for all billing and collections, but may contract with third parties to perform this function. All Subcontractors services must clearly document and disclose in advance. Any change shall be reported to the County. Contractor will assume responsibility for fraudulent billings.

**Provide Web-Based Phone Monitoring Capabilities**

The inmate telephone system must provide web-based line-monitoring capability that will allow multiple users to access simultaneously. Monitoring capabilities shall include the ability to record and store phone calls, live monitoring, and to restrict the recording of certain numbers. The system should have the capability of simultaneously recording all inmate calls 24 hours a day, 7 days a week. The contractor shall provide the ability for off line storage of call recordings. The system shall have robust querying capabilities, which will allow for interactive searches of records using several search and sort criteria, e.g., number called, number of times called, phone initiating call, attempted 3 way calls etc. All recording shall be kept for 100 days.

**Attorney – Client Privilege**

System shall allow user to enter Attorney telephone numbers to exempt them from automated monitoring capabilities to prevent the monitoring of conversations between Attorneys and their Clients.

**Booking Calls per PC 851.5**

Pursuant to California Penal Code 851.5, inmates are entitled to three free local telephone calls at the time of booking. Telephones located in the intake area will be configured to allow inmates to make local calls to landline and cell phones at no cost. The potential Contractor will be required to provide these calls at no cost to the Fresno County Sheriff's Office and will tell the County what constitutes a local call. The system must allow free calls to the TDD or TTY system to assist hearing-impaired inmates, and must also allow the County to specify speed dials.

**Provide Three Way Call Blocking Capabilities**

System shall be able to guard against three-way calling, conference calling and call forwarding. System shall disconnect attempted three-way call connections and allow user to generate reports. Tolerance for non-disconnect is to be no greater than 5%. Contractor shall be able to demonstrate accuracy of this feature by providing written reports.

Contractor shall be responsible for reimbursing fees, penalties too all parties who are wrongfully charged for calls that result in the failure of the Tree Way Blocking Feature and the County shall receive commission on said calls as if they had been legitimate.

**Provide Call Announcement**

System shall allow user to play a prerecorded message that the receiving party will hear. Announcement shall state that the call is originating from Fresno County Jail and that the call is recorded and may be monitored. Instructions for recipient to accept, reject, or block calls by pressing a keypad number. Provide the called party with the identity of the calling party and provide the called party with the opportunity to accept or reject the call. The conversation shall be blocked until the called party accepts the call. The system should have the capability of permitting the called party to block all

future calls from the County Jail. The called party shall be able to provide positive acceptance and active consent of the telephone call or reject a call from a rotary dial or pulse dial telephone. The called party shall be informed of the cost of the call prior to accepting the call, on all types of collect calls.

#### **Private Call Blocking**

System should allow user to block any telephone number from being dialed and called.

#### **Provide Call Duration**

System should allow user to adjust the duration of phone calls by individual inmate telephone. Before termination of the call, there should be an audible warning notifying the inmate that the call is about to be terminated. The audible warning should be given sixty (60) second before terminating the call.

#### **Call Management**

System shall allow user to manually turn on and off an individual inmate telephone. System should also allow the automated scheduling of the times that individual inmate telephone phones will be turned on and off.

#### **Provide Multi-lingual Voice Prompts and Announcements**

The system shall provide automated voice recognition prompts in English. The system shall be capable of providing automated operator voice prompts (pre-recorded) in Spanish, Hmong, Vietnamese, Loa, and Punjabi at no extra cost to the County. Modification to or additional languages shall be made at no extra cost to the county. Any voice prompt required during the operation of the inmate telephone shall be clear and concise.

#### **Fraud Detection Prevention**

System should provide for detection and prevention of fraudulent phone calls. Contractor will provide a plan for accomplishing this goal. County will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Fraudulent calls shall be the sole responsibility of the Vendor. Fraudulent calls include but are not limited to unbillable calls, uncollectible calls and any revenue shortage associated with these.

#### **Inmate Information Telephonic Requests**

The system shall allow inmates to access "Inmate Information" over the telephone system to automate Inmate Requests. The system will integrate with the Sheriff's Office's Custody Management System (Motorola, OffenderTrak) to provide inmates information regarding their custodial status, e.g., charges, court date, bail amount, commissary account balance, visiting hours remaining, etc. Information prompts shall be available in English, Spanish, Hmong, Vietnamese, Loa, and Punjabi. Modification to or additional languages shall be made at no extra cost to the county.

The "Inmate Information" system shall provide security measures based on multiple Personal Identification Numbers (PIN's) or biometrics to prevent unauthorized access to inmate information. The "Inmate Information" system telephones including Kiosk (See Section 24) shall be capable of being programmed by the user to schedule time for Inmate Information" requests and regular use for outside calling.

Contractor shall provide a list of formats their system will accept inmate data from the County, e.g., XML, Text File, and methods for delivering the data.

**Public Telephonic “Inmate Information” Requests**

The system shall allow the general public to access Fresno County Jail's "Inmate Information" and other general information made available by the Sheriff's Office's. The system will integrate with the Sheriff's Office Custody Management System (Motorola, OffenderTrak) to provide "Inmates Information", e.g., charges, court date, bail amount, commissary account balance, visiting hours remaining, release date, facility information, etc.

The system shall be accessed by the general public by dialing a Local or Toll Free Number from any standard land Line or Cell Phone. There shall be no cost to the public. Voice recognition Information prompts shall be available in English. Prerecorded information prompts shall be available in Spanish, Hmong, Vietnamese, Loa, and Punjabi. Modification to or additional languages shall be made at no extra cost to the county.

The "Public Telephonic Inmate Information Service" shall be available 24 hours a day and 365 days a year. Contractor shall provide a list of formats their system will accept inmate data from the County, e.g., XML, Text File, and methods for delivering the data. Contractor shall develop, provide and maintain the content for web pages that can be incorporated to the Sheriff's Website (<http://www.fresnosheriff.org>) that informs the public of this telephonic service. The web pages shall make available or link the same information found in the telephone service. See "Inmate Info" at <http://www.fresnosheriff.org>.

**Maintain Automated Victim Notification System (VINE)**

Contractor will be responsible for paying all charges associated with the Victim Information Notification Everyday System (VINE), which is currently in use at the Fresno County Detention Facility. This includes all monthly charges, upgrades, and multiple language versions requested by the County. Minimum features currently in place, which are to be maintained:

- Full integration with existing Correctional Management System (CMS) Motorola, OffenderTrak
- Automated dial in query of inmate status
- Automated registration of victims
- Letter generation
- Advances voice recognition technology
- Automated notification
- Message confirmation
- Complete audit reports
- Foreign language capabilities



**Rate Table**

Our current vendor, Legacy, offers the following rates:

Type of Call	5 Minutes	10 Minutes	15 Minutes
Local Collect	\$1.00	\$2.00	\$3.00
IntraLATA Collect	\$1.00	\$2.00	\$3.00
InterLATA Collect	\$1.00	\$2.00	\$3.00
InterState Collect (.25/min)	\$1.00	\$2.00	\$3.00
Local PrePaid	\$1.00	\$2.00	\$3.00
IntraLATA PrePaid	\$1.00	\$2.00	\$3.00
InterLATA PrePaid	\$1.00	\$2.00	\$3.00
InterState PrePaid (.21/min)	\$1.00	\$2.00	\$3.00
Video	N/A	N/A	N/A

**Site Administrator/Account Executive Availability**

Contractor shall provide dependable, consistent, readily available technical support and customer service support. Contractor will have one individual (Site Administrator/Account Executive) for user to contact regarding the service provided and the administration of the contract. The Site Administrator/Account Executive must be able to respond on site when requested by the user within a reasonable amount of time, but in no case later than three hours. Describe your firm's procedures/plans for providing the County with required support. Contractor shall notify the Sheriff's Office in writing within 5 days of any change in the Site Administrator.

Provide a Detailed Transition Plan from Current Service to Service Provided From New Contractor

The successful Contractor will be required to coordinate with the incumbent and the County to allow for an uninterrupted transition and implementation of new services. The successful Contractor will provide a detailed plan showing how the transition will take place from the current Contractor to the new Contractor. Included to the plan should be a summary of any potential problems that may occur as a result of the change in service and how the contractor will correct potential problems. Milestone actions and anticipated lengths of time for each action that require the telephones to be "out of service" shall also be included, with minimum down-time and loss of data, and a seamless cutover to a new system. The Contractor shall provide a list of personnel, including contact information, responsible for every milestone.

**Commission Structure and Payment:**

Contractor shall propose the rate of telephone call commissions it intends to pay to County. If more than one commission rate structure is offered, include a chart for each optional package. Commissions shall be based on Total Gross Billings, with No Deductions for fraud, line charges, equipment charges, uncollected or uncollectible charges and billings, or other fees. Contractor should provide payment to County based on calls made between the first day of the month and the last day of the same month and make a commitment to pay monthly commissions by the 20th day of the month following the month in which the revenue was generated. Monthly payment made by Contractor to

County shall be accompanied by a summary and detailed documentation to support each commission payment type. Monthly remittance shall be accompanied by a detailed usage report, which shall be made available in a hardcopy as well as an electronic spreadsheet form, e.g., MS Word, MS Excel. The Sheriff's Office shall deposit in the Inmate Welfare Fund all commission amounts received from contractor under the agreement.

**Additional Equipment**

The potential Contractor's automated operator Inmate Telephone System shall be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Fixed or mobile TDD instruments shall be provided based on the needs of each facility, as determined by the Fresno County Sheriff's Office. Required locations of the TDD instruments will be provided by the County to the potential Contractor. County is requesting that the contractor provide 12 TDD machines.

Amplified handsets shall be required in all areas. Those telephones shall be fitted with a volume control device, which allows the inmate to increase or decrease the volume of the headset earpiece.

**Upgrades and Expansion**

Contractor's proposal should include all anticipated upgrades to hardware and software to keep the telephone system in compliance with all state and federal rules and regulations. Any future upgrades to hardware and software to keep the telephone system in compliance with all state and federal rules and regulations shall be accomplished within 90 days. Any upgrades necessary to keep the telephone system current with other correctional agency systems within California shall be accomplished within 90 days.

All upgrades shall be accomplished after provision of a list of milestone actions and anticipated lengths of time for each action that require the telephones to be "out of service", with minimum down-time and data loss, and seamless transitions.

Contractor's telephone system must be expandable to any additional facilities that are added at the County's discretion. The successful bidder will be given a minimum of a 30 day notice of facility changes (construction/planning).

All additional hardware, software, and any additional equipment, including, without limitation, cabling, wiring and conduit (if not shared with County equipment) as required for the installation of additional inmate telephones shall be supplied, installed, and maintained, at the expense of the Contractor.

**Provide Video Visitation**

Provide, install, and maintain the County with 25 video visitation devices to be placed in the facilities. The location site will be determined by the County, but should include all facilities.

These devices will be able to display video visitation with in the facility, and also be able to display video visitation from a remote locations. The hardware shall meet industry standards for correctional institutions.

Include a video implementation plan that includes but is not limited to a fiscal/cost structure; to the inmate, and public. This includes the process of purchasing a "video" visit vs. a phone visit. The video visit should include a cost plan that includes a minimum of 30 minutes. Refer to the rate plan chart under item number sixteen (16).

**Visitation Phone**

The contractor shall be required to service and maintain all visiting phones.

**Kiosk**

Contractor will replace all current telephones in the dayrooms in the Main Jail and North Annex Jail with Kiosks that will integrate with current jail management systems (JMS). Currently the Main Jail has 3 telephones per pod (60 total). Currently the North Annex Jail has 4 phones per pod (96 total). Contractor will replace all current telephones in all housing units on Main Jail Second Floor Infirmary (OHU). There is currently 1 phone per cell for a total of 16. Contractor will install, repair and maintain all Kiosks. The North West Annex jail is scheduled to have approximately 59 Kiosks throughout the facility. The North West Annex Jail has a scheduled completion date of September 2020. Kiosks will be able to integrate with current jail online forms and have the capability to order commissary from the canteen vendor (Canteen Fresno). Contractor will be required to replace half of the existing phone with Kiosk in the first year of the contract. All phones will be replaced with Kiosk by the end of the second year of the contract.

**Management Reporting**

Monthly Project Reports: The potential Contractor shall be required to submit Monthly Project Reports, pertaining to the operation and maintenance of the Inmate Telephone System. Monthly reports shall be for the period including the first day of the month through the last day of the month. Such reports shall include, but not be limited to, the following:

- a. Call Detail Reports
- b. List of Telephones: This report shall include, but shall not be limited to information on facility name, address, telephone number, location of phone, installation date, date removed, date reinstalled. Report shall be updated monthly. Total down time for each phone shall also be included. These reports shall be available to all Workstations.
- c. Total Calls Completed and Billed Report: Report shall be in summary format by facility and telephone number. Reports shall include the total number of calls, total minutes, amount billed, and shall be broken down by Bill Type: Collect, Prepaid, Debit, and by Call Type: Local, Intralata, Interlata, Interstate, and International calls.
- d. Total Calls Not Completed Report: Report shall be in summary format, and shall include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), as well as indicating the cause associated with the incompleteness of the calls and an aggregate total of each value.
- e. Commissions Report: This report shall contain the annual or monthly historical contemporary MAG payment and Commissions information.
- f. Summary of Any Unauthorized Inmate Call Activity Detected Report: Report shall be in summary format by facility, and shall contain any information available to support the subsequent investigation of such activities.
- g. Summary of System Outages and/or Maintenance Performed Report: Report shall be in summary format by facility, and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date and time and who notified the County or County Designee.
- h. Telephone Inspection and Maintenance Log: This report shall be submitted to the County and County Designee on a quarterly basis or as required by the County.

The potential Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the County or County Designee.

Year-End Summary Reports: The potential Contractor shall submit Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the potential

Contractor's automated operator ITS. The reports shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and shall also include an aggregate total of each of these values. The reports shall also indicate the MAG and Commissions, uncollectibles, and recovered uncollectibles, including any accounts receivables sold during the year.

The potential Contractor shall submit one (1) soft copy of each of the Monthly Project

Reports, Monthly System Management Reports, and Year-End Summary Reports via e-mail to the County Designee (Project Manager).

The potential Contractor's written reports shall utilize Microsoft Word for the narrative portions, and Microsoft Excel for the Inmate billing and commissions earned reports.

The potential Contractor's written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on ITS for the prior month.

The potential Contractor's Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the ITS for the subject Agreement year.

There will be a Late Penalty of \$ 100.00 per day for reports received late, unless prior approval for late delivery by potential Contractor has been granted by the County Project Manager.

**Leave-Behind Solution**

The potential Contractor will provide a leave-behind solution at the end of the contract term. All call and visitation recordings, documentation, reports, data, etc. are the property of the County and shall be provided to the County by the potential Contractor on a secure storage medium, and in a usable, user-friendly, searchable electronic format at no cost to the County within fifteen (15) days following the expiration and/or cancellation of the AGREEMENT. The potential Contractor shall accept County's reasonable decision whether the solution provided is acceptable. The leave-behind solution shall be easily accessible for seven (7) years after contract end date, and at Fresno County's option, leave behind solution must be located in a County-designated location.

## COST PROPOSAL

Fair rates to inmates and their families are an important part of the phone system. Charges for calls shall not exceed Federal Communications Commission Rates, California Public Service Commission tariffs and schedules.

Provide a rate table for all types of calls. Identify all surcharges, administrative fees, per minute fees, long distance per minute fees, etc... Include information on any discounts for off peak or weekends. Also provide the cost of a 5, 10, 15 and 30 minute call for the categories shown in the table below. If your company has other categories include those, as well.

The potential for non-commissioned rates may be mandated in the near future.

Type of Call	5 Minutes	10 Minutes	15 Minutes	30 Minutes
Local Collect				
IntraLATA Collect				
InterLATA Collect				
InterState Collect				
Local PrePaid				
IntraLATA PrePaid				
InterLATA PrePaid				
InterState PrePaid				
Video Visitation				
Etc.				

## AWARD CRITERIA

Contract awarding will be done based on the vendor that best meets all requirements as outlined in the RFP and is deemed most advantageous to the County. Also provide Contractor's past and current business locations. The County shall be the sole evaluator in the selection process.

### **COST**

- A. As submitted under the "COST PROPOSAL" section.

### **CAPABILITY AND QUALIFICATIONS**

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- C. Does the bid indicate that the vendor has knowledge and experience of FCC rules as it pertains to correctional institutions.
- D. Does the proposed bid meet the needs and requirements requested in the Scope of Work?
- E. Does the bid demonstrate the organizational and staff capacity and experience to provide the requested service?
- F. Does the vendor demonstrate knowledge and experience of installing and maintaining ADA communications equipment? (Ex. TDD, TDY and Purple)
- G. Does the vendor demonstrate the corporate strength, experience, financial strength, references and reputation of the proposer?
- H. Does the vendor have the ability to meet the program objectives and program deployment?
- I. Does the vendor have the ability to meet the technical and functional requirements?

### **MANAGEMENT PLAN**

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?

## PROPOSAL CONTENT REQUIREMENTS

**It is required that the vendor submit his/her proposal in accordance with the format and instructions provided under this section.**

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
  - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION
- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
  - A. Exceptions to General Conditions.
  - B. Exceptions to General Requirements.
  - C. Exceptions to Specific Terms and Conditions.
  - D. Exceptions to Scope of Work and/or Scope of Work Proposal Requirements.
  - E. Exceptions to Proposal Content Requirements.
  - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
  - A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
  - B. Descriptions of any similar or related contracts under which the bidder has provided services.
  - C. Descriptions of the qualifications of the individual(s) providing the services.

- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
  - E. A brief description of the bidder's current operations, and ability to provide the services.
  - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
  - G. Describe all contracts that have been terminated before completion within the last five (5) years:
    - 1. Agency contract with
    - 2. Date of original contract
    - 3. Reason for termination
    - 4. Contact person and telephone number for agency
  - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
    - 1. Location filed, name of court and docket number
    - 2. Nature of the lawsuit or legal action
  - I. Describe any payment problems that you have had with the County within the past three (3) years:
    - 1. Funding source
    - 2. Date(s) and amount(s)
    - 3. Resolution
    - 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
  - B. This section should be formatted as follows:
    - 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
    - 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work Proposal Requirements" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work Proposal Requirements" items. Each description should begin with a restatement of the "Scope of Work Proposal Requirements" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
  - C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
  - D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST



# TRADE SECRET ACKNOWLEDGEMENT

Each proposal submitted is public record under the California Public Records Act (Cal. Gov. Code, secs. 6250 and following) and is therefore open to inspection by the public as required by Section 6253 of the California Government Code. This section generally states that "every person has a right to inspect any public record". The County will not exclude any proposal or portion of a proposal from treatment as a public record except information that it is properly submitted as a "trade secret" (defined below), and determined by the County to be a "trade secret" (if not otherwise subject to disclosure, as stated below). Information submitted as "proprietary", "confidential" or under any other terms that might state or suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are not treated as a public record under that section. This section defines trade secrets as:

*"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."*

Such information must be submitted in a separate PDF file named "Trade Secret" and marked as "Confidential" in the Public Purchase system. Bidders must include a clear and concise statement that sets out the reasons for confidentiality in accordance with the foregoing definition of "trade secret." Examples of information not considered trade secrets are pricing, cover letter, promotional materials, references, and the like.

Information submitted by a bidder as "trade secret" will be reviewed by County of Fresno's Purchasing Division, with the assistance of the County's legal counsel, to determine conformance or non-conformance to the foregoing definition.

Information that is properly identified as "trade secret" and which the County determines to conform to the definition will not become public record (if not otherwise subject to disclosure, as stated below). The County will safeguard this information in an appropriate manner, provided however, in the event of a request, demand, or legal action by any person or entity seeking access to the "trade secret" information, the County will inform the bidder of such request, demand, or legal action, and the bidder shall defend, indemnify, and hold harmless the County, including its officers and employees, against any and all claims, liabilities, damages, or costs or expenses, including attorney's fees and costs, relating to such request, demand or legal action, seeking access to the "trade secret" information.

Information submitted by bidder as trade secret and determined by the County not to be in conformance with the foregoing California Government Code definition shall be excluded from the proposal and deleted by the County.

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if (1) they are not electronically submitted in a separate PDF that is marked "Trade Secret" and marked as Confidential in the Public Purchase system; or (2) disclosure thereof is required or allowed under the law or by order of court.

Bidders are advised that the County does not wish to receive trade secrets and that bidders are not to supply trade secrets unless they are absolutely necessary.

I have read and understand, and agree to the above "Trade Secret Acknowledgement."

**BIDDER MUST CHECK ONE OF THE FOLLOWING:**

Has bidder submitted certain bid information that is a "trade secret," as defined by Section 6254.7 of the California Government Code, and in compliance with the requirements of this Trade Secrets Acknowledgement?

By marking "NO", bidder does not claim any confidentiality of any bid information submitted to the County.

YES       NO

**ACKNOWLEDGED AND AGREED BY BIDDER:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

## DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

1. Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - a. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - b. violation of a federal or state antitrust statute;
  - c. embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - d. false statements or receipt of stolen property
2. Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

## CERTIFICATION

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)

# REFERENCE LIST

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL**

**Firm:** \_\_\_\_\_

Provide a list of at least five (5) customers for whom you have recently provided similar services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Project Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Project Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Project Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Project Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Project Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

**Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.**

## PARTICIPATION

The County of Fresno is a member of the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

**\* Note: This form/information is not rated or ranked for evaluation purposes.**

Yes, we will extend contract terms and conditions to all qualified agencies within the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

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(Authorized Signature)

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Title

## CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included are important requirements the bidder is responsible to submit with the RFP package in order to make the RFP compliant.

*Check off each of the following (if applicable):*

1. \_\_\_\_\_ Signed cover page of Request for Proposal (RFP).
2. \_\_\_\_\_ Check <http://www.FresnoCountyCA.gov/departments/internal-services/purchasing/bid-opportunities> for any addenda.
3. \_\_\_\_\_ Signed cover page of each Addendum.
4. \_\_\_\_\_ Provide a Conflict of Interest Statement.
5. \_\_\_\_\_ Completed Cost Proposal on page 21.
6. \_\_\_\_\_ Signed *Trade Secret Form* as provided with this RFP (Trade Secret Information, if provided, must be electronically submitted in a separate PDF file and marked as Confidential).
7. \_\_\_\_\_ Signed *Criminal History Disclosure Form* as provided with this RFP.
8. \_\_\_\_\_ Signed *Participation Form* as provided with this RFP.
9. \_\_\_\_\_ The completed *Reference List* as provided with this RFP.
10. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
11. \_\_\_\_\_ Bidder's proposal, in PDF format, electronically submitted to the Bid Page on Public Purchase.

**Return Checklist with your RFP response**