

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: Sheriff's Department

BOARD AGENDA # *B-5

Urgent

Routine

AGENDA DATE November 9, 2010

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Issue a Request for Proposal (RFP) for Inmate Trust Account Services

STAFF RECOMMENDATIONS:

Authorize the General Services Agency Purchasing Agent to issue a Request for Proposal (RFP) to solicit bids for Trust Account Services/Kiosks to be used in the Adult Detention facilities.

FISCAL IMPACT:

The use of Inmate Trust Account Services is a service provided at no cost to the County. Trust Account Services vendors typically provide the kiosks, maintenance, software, website and the handling of funds from kiosks. The vendor receives revenue from individual transaction fees. A revenue sharing agreement may be negotiated between the County and the chosen service provider. The amount of revenue has not been projected at this time.

BOARD ACTION AS FOLLOWS:

No. 2010-693

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, DeMartini, and Vice-Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman Grover

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.



Stanislaus County Request for Proposal

**RFP 10-57-TRS
Inmate Trust Account Services**

Pre-Conference Date

Jan 6, 2011

Closing Date and Time Due

Jan 27, 2011 at 2:30 P.M.

Proposers are required to submit an original and FIVE (5) additional copies of their proposal response (including all required attachments) to the address below. Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the proposal to be rejected.

**Deliver to:
Stanislaus County
General Service Agency/Purchasing Division
1010 10th Street Suite #5400
Modesto, CA 95354
(209) 525-6319**

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SECTION ONE—INTRODUCTION

1. INTRODUCTION

1.1. Statement of Purpose

The County of Stanislaus is seeking proposals from qualified and experienced organizations for the provision of Inmate Trust Account Services on behalf of the County Sheriff's Department.

The selected Proposer must meet all the requirements and expectations listed, as well as all the general contractual requirements mandated by the County. Any specifications and processes defined in this Request for Proposal (RFP) reflect the current environment, but in no way limit response to this solicitation. However, all respondents must explain thoroughly, how their offering meets the minimum service and deliverable expectations specified in the RFP.

The procurement method will be a "best value" approach, which means that the County is prepared to award a single contract to the Proposer who offers the most cost-effective and comprehensive solution.

If there are provisions that the Proposer objects to in the **Sample Agreement**, they must be identified in the proposal package. If there are provisions excluded that the Proposer requires in the **Agreement**, they must be specified in the proposal.

This RFP contains the instructions governing the requirements for proposals, including the format in which proposal information is to be submitted and the material to be included, the requirements that must be met to be eligible for consideration, and the Proposers responsibilities before and after implementation.

1.2. Scope of Work

It is the Provider's responsibility to propose a complete Scope of Work that explains in detail the Provider's offering. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in **Exhibit A of the Standard Contract**, included in **Section 7** of this RFP. The **Standard Contract** also includes the terms and conditions required by the County. The RFP contains the minimum list of services and deliverables the selected Proposer is expected to provide the County.

1.3. Contract Duration

The County intends to enter into a contract with an effective period of one year. The County reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year(s), provided that the County notifies the Proposer in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the County's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided in the original contract and proposal.

1.4. RFP Intent

As part of this Request for Proposal the Proposer is required to submit all required pricing which will be incorporated into the Agreement at the time of award.

If mutually agreeable to both parties, the Agreement may be extended on a year-to-year basis. However, in no case shall the renewal extend beyond four (4) years from the expiration date of the original Agreement. The extension shall be in written form as an amendment to this Agreement.

If mutually agreeable to all parties, the issuance of any resultant contract/purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified in the agreement shall apply.

1.5. Proposal Deadline

Original proposals shall be submitted no later than the Proposal Deadline time and date detailed in the **Section 2, RFP Schedule of Events**. Proposals shall clearly identify the Project Name, RFP Number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the proposal to be rejected. It is the County's recommendation that the delivery method chosen require receipt confirmation. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposers failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the County. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means unless specifically requested by Stanislaus County General Services Agency (GSA).

1.6. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's proposers. Accordingly, all Proposers entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.7. Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Point of Contact to request reasonable accommodation no later than the deadline for accommodation requests detailed in the **Section 2, RFP Schedule of Events**.

SECTION TWO—RFP SCHEDULE OF EVENTS

2. RFP SCHEDULE OF EVENTS

2.1. RFP Event Chart

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be prior to 5:00 p.m., Pacific Daylight Time. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

SCHEDULE OF EVENTS		
1	County Issues Request for Proposal (RFP)	12/9/10
2	Pre-Conference	1/6/11
3	Assistance to Proposers with a Disability Deadline	1/6/11
4	Question Deadline	1/13/11
5	Submission Deadline— 2:30 p.m.	1/27/11
6	Mail - Notice of Intent to Award {Tentative}	2/11/11
7	Appeals Deadline	2/18/11
9	Vendor Transition	2/19/11 – 2/28/11
10	Begin Contract Services	3/1/11

2.2. Pre-Conference Requirement

MANDATORY ATTENDANCE AT PRE-CONFERENCE REQUIRED	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

If attendance at the Pre-Conference is mandatory, failure to attend this conference will result in rejection of your proposal.

2.2.1 Pre-Conference

A Pre-Conference for all potential Proposers is scheduled at the Pre-Conference time and date detailed in the Section 2, RFP Schedule of Events.

PRE-CONFERENCE LOCATION	
Stanislaus County	
Date: January 6, 2011	Time: 10:00 am
Address: 200 E. Hackett Road	City: Modesto, Ca 95355
Conference Room T101	Phone: 209-525-5606

The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP. The Pre-Conference serves to clarify the contents of the RFP, however, it is not intended to provide technical assistance to proposers or to add information to this RFP. Such clarification may aid potential proposers in deciding whether to submit proposals.

The response to any question that is given orally at the Pre-Conference is to be considered tentative and nonbinding on the County. After the conference, the official response to questions shall be published in writing by issuing an addendum. This shall ensure accurate, consistent responses to all Proposers.

SECTION THREE—GENERAL REQUIREMENTS AND INFORMATION

3. GENERAL REQUIREMENTS AND INFORMATION

3.1. Proposal Inquiries

Questions, in written form, regarding this proposal should be referred to:

RFP POINT OF CONTACT	
Stanislaus County	General Services Agency/Purchasing Division
1010 10 th St., Ste. 5400	Modesto, CA 95354-0859
Attention: Tom Snow, C.P.M.	Phone: 209-525-6319
E-mail: snowt@stancounty.com	Fax: 209-525-7787

These inquiries are to be submitted at least ten (10) working business days prior to the proposal closing date. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting addendum must be acknowledged in accordance with the directions on the addendum. Oral explanations or instructions given before the award of the contract will not be binding.

3.2. Proposal Format

Proposals must be submitted in the format identified in Section Five—Proposal Submittal Process and Section Five—Proposal Elements. All items shall be filled in and the signatures of all persons signing shall be written in longhand. GSA Purchasing may not consider proposals not submitted in the format specified.

Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope no later than 2:30 p.m., to:

Stanislaus County
GSA Purchasing Division
1010 10th Street, Suite 5400
Modesto, CA 95354-0859

3.3. Proposals Received Late

Proposals received after the time specified shall be returned unopened to the respective Proposer and shall not be considered for evaluation. Proposals shall be opened in public at 2:30 p.m. on said date at the above location.

3.4. Alternate Proposals

Alternate proposals shall be considered unless otherwise stipulated.

3.5. Proposal Errors

- 3.5.1. Mistakes must be corrected and the correction inserted; the person signing the Proposal must initial the correction in ink.
- 3.5.2. The County reserves the right to waive any informalities or minor irregularities in connection with Proposals received.

3.6. Default or Failure to Perform

The principal protection of the County interests in the case of default or other failure to perform shall be by means of bonds. Below are descriptions of the types of bonds that may be required:

3.6.1. Proposal Security

If required, Proposal security shall take the form of a bond, a cashier check, or a certified check, representing the Proposers firm commitment to stand behind the RFP price. The Proposers bond shall be prepared and guaranteed by a California admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. Proposers security is in the amount of \$20,000.00 dollars.

3.6.2. Performance Bonds

A Performance Bond may be required to secure fulfillment of all of the Proposers obligations under the contract. Before the execution of the contract or awarding of a RFP by the County, if a Performance Bond is required, the successful Proposer shall file with the County a surety bond satisfactory to the County in the amounts noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. Proposer shall pay all bond premiums, costs and incidentals. **Not required for this proposal.**

3.6.3. Payment Bonds

If required to assure the Proposers full discharge of its obligations to subproposer, suppliers, and other labor used on the project, the successful Proposer shall file with the County a surety bond issued by a California admitted surety in the amounts noted. **Not required for this proposal.**

3.7. County Code

All provisions of the County Code are applicable to any proposal submitted or contract awarded pursuant thereto. Note: Stanislaus County enacted a Local Vendor Preference in 2008 (www.stancounty.com). Once you are on the website, click the online services tab, Title 2 – Administration, Chapter 2.24 - Purchasing Agent, 2.24.125 – Local Vendor Preference.

3.8. Cash Discounts

Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Proposal price for the purposes of the Proposal evaluation. Any cash discount offered by the successful Proposer will be accepted by Stanislaus County, whether or not it was considered as a basis of award. All cash

discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.

3.9. Right of Rejection

Within thirty (30) days after the proposal opening, a contract may be awarded by the County to the most responsible and responsive Proposer, subject to the right of the County to reject all proposals, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate proposals or for such other purposes as the County may determine.

3.10. Form Agreement/Exceptions and Alternatives

The Agreement attached to this Request for Proposal ("RFP") and, by this reference, made a part hereof, contains terms and conditions that apply to the performance of this work. If the Proposer suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or recurrent of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Otherwise, the successful Proposer will be expected to sign the Agreement upon award of the contract. Any alternative proposed must satisfy all minimum qualifications specified in the RFP. The County expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based there on if determined to be in the best interest of the County.

3.11. Nondiscrimination

Stanislaus County does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical handicap or ownership by women or minorities.

3.12. Failure to Comply

The County cannot accept a RFP failing to comply with any of the above stated requirements.

3.13. Protest and Appeal Procedures

3.13.1. General

Potential bidders, proposers, and sub-proposers wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

3.13.2. Definitions

1. For the purposes of this procedure: "Days" means working days of the County of Stanislaus.
2. "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
3. "Interested Party" means an actual or prospective bidder or proposer.

4. "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.

3.13.3. Protest Procedure

1. Any bidders, proposers, and sub-proposers may file a written protest with the Stanislaus County Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.
2. The protest shall be delivered or sent by registered mail to the Purchasing Agent.
3. The protest filed with the Purchasing Agent shall:
 - a. Include the name, address, and business telephone number of the protestor;
 - b. Identify the project under protest by name, quotation/bid number, and quotation/bid date;
 - c. Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
 - d. Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

3.13.4. Protest Review

1. Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.
2. If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
3. Purchasing Agent decisions may be appealed in writing to the Stanislaus County Board of Supervisors not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with federal funds.

3.14. Contract Debarment

The regulations guiding Contractor Debarment are found in the Federal Acquisition Regulation (FAR), subpart 9.4 – Debarment, Suspension, and Ineligibility.

When a procurement or contract involves the use of **Federal Funding**, the Purchasing Agent (or designee) is required to determine if the contractor or subcontractor has been debarred, suspended, or proposed for debarment.

The Federal General Services Administration operates the web-based **Excluded Parties List System (EPLS)**, which names all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule (FAR 9.404 b 1).

Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the Purchasing Agent determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the County as agents or representatives of other contractors (FAR 9.405 a).

Contractors included in the EPLS as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that time period (FAR 9.405 b)

Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (FAR 9.405 c).

3. After the opening of bids or receipt of proposals, the Purchasing Agent (or designee) shall review the EPLS. Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Purchasing Agent determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during a period of ineligibility, unless the Purchasing Agent determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Purchasing Agent may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Purchasing Agent (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1-4).

3.15 Federal E-Verify Contracting Regulations

As of September 8, 2009, the U.S. Citizenship and Immigration Services' has required federal contractors and subcontractors to begin using the E-Verify system to verify their employees' eligibility to legally work in the United States. E-Verify is an internet based online system operated jointly by the Department of Homeland Security (DHS) and the Social Security Administration (SSA) that confirms the identify information provided on the applicant or employee's I-9 form.

The new regulation only affects federal contractors who are awarded a new contract after September 8, 2009 that includes the E-Verify Clause. Federal contractors agree, through language included in their federal contracts, to use E-Verify to check the eligibility of employees hired and current employees who perform contract services during the contract

term. The same clause will also be required in subcontracts over \$3,000 for services and construction. Contracts that are exempt from this rule are those that are for less than \$100,000 and those that are for commercially available off-the-shelf items.

If your company is awarded a federal contract that includes the E-Verify clause, your company will be required to enroll in E-Verify within thirty (30) days from the contract award date. This process will require your companies Human Resource Department to use the E-Verify system to verify the employment eligibility of all new hires and any existing employees directly working on the federal contracts.

Failure to adhere to this new standard may jeopardize your Federal contracting status. Further information and instructions are available at www.uscis.gov/e-verify.

SECTION FOUR—TERMS AND CONDITIONS

4. TERMS AND CONDITIONS

4.1. Cost of Preparation of Proposal

The County shall not pay costs incurred in the proposal preparation, printing, or demonstration process. All such costs shall be borne by the Proposer.

4.2. Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the Request For Proposal and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the Proposer that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

Material that is confidential or proprietary should be marked “**Confidential**” or “**Proprietary.**” After the RFP is awarded to the successful Proposer all submitted material becomes public information unless marked “Confidential” or Proprietary”.

4.3. Public Records Act

All proposals become public information no later than at the conclusion of the selection process with the exception of those portions of a proposal that are identified at the time of the submittal by the proposer as “Confidential” or “Proprietary” and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statutes and regulations.

4.4. Modification of Scope of Work

The Scope of Work may be amended to meet available funding or to best meet the needs of the County. In the event that any additional services are required as identified herein, the County reserves the right to add such services by amending the Contract.

4.5. Right of County to Reject Proposals

The County reserves the right to reject any and all proposals or any part of the proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the County may deem necessary.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

4.6. Examination of Proposal Documents

The Proposers shall carefully examine the Specification and satisfy themselves as to their sufficiency, and shall not at any time after submission of the proposal, dispute or complain of such Specifications and the directions explaining or interpreting them.

Should a Proposer find discrepancies in, or omissions from, the Specifications, or should the undersigned be in doubt as to their meaning, the undersigned shall at once notify the Stanislaus County Purchasing Division. Notification is to be in written form and must be submitted at least ten (10) days prior to the proposal closing date. Any interpretations by the County will be made in the form of a written addendum. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

4.7. Insurance Provisions

The "Insurance Provisions" contained on Page 24 of the Sample Agreement are hereby made a part of this RFP and any resultant contract. The Proposer shall acknowledge in their proposal responses their ability to meet the below insurance requirements and the requirements contained in the Sample Agreement. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The Proposer awarded the Agreement shall provide the County with a Certificate of Insurance and endorsements meeting and/or containing the following:

- a. Policy limits of insurance as required in the Sample Agreement Page 24;
- b. Deductibles shall be declared;
- c. NAIC# for insurers shall be provided on the certificate;
- d. 30 - day notice of cancellation;
- e. Certificate Holder is "Stanislaus County;"
- f. Endorsement naming "Stanislaus County" as additional insured (GL and Auto);
- g. Waiver of subrogation (Worker's Compensation Page 24 of the Sample Agreement);
- h. Carrier admitted/licensed to issue insurance in California; and
- i. Best's rating of no less than A-, and Financial Size Category of at least VII.

An "Insurance Checklist" is included in this RFP package on Page 37.

4.8. Sample Agreement

A Sample Agreement is attached for the purpose of informing the proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply. These provisions are subject to revision by the County at any time prior to the signing of the agreement.

4.9. Exceptions

The submission of a proposal shall be considered an agreement to all the terms, conditions (including insurance requirements) and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

SECTION FIVE—PROPOSAL SUBMITTAL PROCESS

5. PROPOSAL SUBMITTAL PROCESS

5.1. Submittal Documents

Proposer shall submit the following documents as a response to this RFP:

- a. Return entire RFP package completed and signed;
- b. Complete and sign a W9 form Request for Taxpayer Identification Number and Certification; and
- c. Any exceptions to the terms and conditions of this RFP, Sample Agreement, and insurance requirements must be submitted with the proposal response.
- d. Proposals are to be submitted in sealed envelopes, clearly identifying the project name, number and closing date.

5.2. Proposal Submittal

5.2.1. Submit to Purchasing Department

Proposals shall be submitted to the General Services Agency Purchasing Division at the place and time specified in this notice.

5.2.2. Proposal Evaluation Phases

5.2.3. Phase One Pass/Fail

Phase one is a pass/fail evaluation for submission completeness and financial review. Purchasing will conduct a pass/fail analysis of the submitted RFP document for completeness, Purchasing will conduct a pass/fail analysis of the financial stability of the vendor submitting the proposal. During **Phase One**, the Proposal will be received by the County's Purchasing Division. Thereafter, the Proposals that meet the pass/fail analysis will be forwarded for evaluation by the Evaluation Committee (EC).

5.2.4. Phase Two Proposal Evaluation

In **Phase Two**, the EC will review and evaluate the proposals, as well as evaluate the qualifications of the proposers. During this phase reference checks will be performed, and vendors may be interviewed. During this phase, the EC shall also evaluate the pricing/fee schedules and award points based upon the degree to which the proposal is considered to be the most cost effective and in the best interest of the County.

5.3. Proposal Elements

The “PROPOSAL” response shall be divided into three parts:

- Part One—Financial Reports**
- Part Two—Qualification Proposal**
- Part Three—Pricing Proposal**

Each part shall be preceded by a 8 ½” by 11” tab divider, with each part clearly labeled. Proposal documents not identified above shall be included in a section labeled “Other RFP documents.”

Below are the detailed elements of part of the proposal. The actual scope of work is detailed in Appendix A, Page 1-2. Proposers shall address these elements as indicated:

1. PART ONE—FINANCIAL REPORTS

Proposers are required to submit only **one copy only in original** of Financial Reports which include detailed information about the Proposers financial condition, which includes the following information:

- a. Statement of Income and Retained Earnings, last five (5) years.
- b. Changes in financial position last five (5) years.
- c. Balance sheet, last five (5) years.
- d. Latest interim Balance Sheet and Income Sheet.
- e. Proposer shall provide proof of insurance satisfactory and acceptable to the County as evidence that insurance meets the requirements set forth in Section 6 – Insurance, of the Sample Agreement included in the RFP package.
- f. List of bonding and insurance companies, including addresses, telephone numbers, and contacts.
- g. Identify what percent of your company’s annual revenue this contract shall represent.

2. PART TWO—QUALIFICATION PROPOSAL

Please submit your Qualification proposal, which includes a complete Corporate profile of your firm outlining it’s background, philosophy and experience and information about your firm’s ability to perform the work. This section shall include responses to the following:

- a. Number of years in business as a (Type of Proposer i.e. Rate Review) Consulting firm.

- b. Brief history of the firm, including ownership structure, key principals and current organization structure.
- c. Indicate the primary contacts (and management hierarchy) that will be available for all aspects of the work. Include contacts for customer service and senior management.
- d. Identify the staff to be assigned to this project and their relevant experience and qualifications to this project. Attach resumes of individuals who will be assigned to this project. Include certifications and licenses of individuals. List the number of full-time employees and the number of part-time employees performing the (Type of Services Proposer will be performing i.e. Rate Review) services as of the date of submission of your response to this Request for Proposal.
- e. Submit a detailed description of expected sub-proposer(s) who might be involved including a general overview of the firm and brief resumes of key personnel.
- f. Employee background check procedures; security procedures.
- g. List of references of firms that have used your (Type of Services Proposer will be performing i.e. Rate Review) services. List names, addresses, telephone numbers and contact persons.
- h. List of contracts that have not been renewed or terminated in the past five (5) years. List names, addresses, telephone numbers and contact persons.
- i. Submit a sample of previous work showing a product representative of the Proposers expertise in the area of interest. Include detailed information about the size and scope of your current contracts.
- j. Provide a description of your company's understanding of the specific project goals and requirements with highlights of those that are particularly significant to the project and the delivery of services.
- k. Approach and Understanding of Requirements.
- l. Submit a technical proposal describing the detailed scope of work including specifying tasks (and firms if preparation of the analysis involves other firms) that will be completed to accomplish the **Scope of Work** outlined in this RFP. This shall include a statement of approach to the project, work plan, timeline, staffing procedures and resource plan. Proposers shall provide a discussion which includes the focus on issues concerning the Companies, the County, and cooperating jurisdictions.
 - Attach project approach.
 - Attach detailed timeline.
 - Attach detailed work plan.
 - Attach detailed resource plan.
- m. Proposers shall identify what co-ordination and meetings the County will be required to provide.

3. PART THREE—PRICING PROPOSALS

- a. A separate document that details the total costs (fee structure, etc) for the proposal being submitted.
- b. The proposer shall provide pricing for a period of time as described in Section 1, Item 1.3; Contract Duration. Should the County and the Proposer awarded an Agreement, mutually agree to renew the Agreement, the pricing provided by the Proposer in their RFP response for the subsequent years shall be utilized.
- c. ALL cost incurred and billed to the County, including labor, materials, overhead and profit shall be included within the Proposers Pricing Proposal Form. The cost for insurance and bonding shall be separately identified on the Pricing Proposal Form.

SECTION SIX—EVALUATION CRITERIA AND PROPOSER SELECTION

6. EVALUATION CRITERIA AND PROPOSER SELECTION

6.1. Evaluation of Proposals

This section identifies the selection process, evaluation criteria, and steps that shall be used in evaluating Proposer responses. The objective of this evaluation is to perform a thorough and fair evaluation of Proposer responses and facilitate the selection of a solution that best satisfies the County requirements. The following describes the evaluation process and associated components.

6.2. Selection Process

The County shall name, for the purpose of evaluating the proposals for this RFP an Evaluation Committee composed of representatives from the County. The County may elect to include as part of the Evaluation Committee qualified representatives from other agencies or entities.

Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Proposer concerning the type of information that shall be used by the Evaluation Committee. Proposers shall be prepared to respond to requests by the Evaluation Committee for oral presentations, facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that the County, at their option, may award this proposal on the basis of the initial proposals.

6.3. Evaluation Phases

It is anticipated that the following steps will be performed by the Evaluation Committee in evaluating proposals, however, a strict observance to the Evaluation Steps is not required. A description of each evaluation step is provided.

- Phase I Review and Evaluate Proposals Submission and Financials
- Phase II Evaluation of Qualifications and Pricing, Interviews and Reference Checks

The Evaluation Committee shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed cost. Each member of the Committee shall rate the Proposers separately, unless technical in nature, in which case a subject matter expert may be called upon to score that section of the RFP for all proposals. The scores of each of the Committee members shall then be averaged to provide a total score for each of the Proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

EVALUATION CATEGORIES	MAXIMUM POINTS
Review of Financials	Pass/Fail
PROPOSAL CATEGORIES	MAXIMUM POINTS
EFFECTIVENESS: The ability of the Proposer to most effectively provide said services to the County.	25
EXPERIENCE: The experience that Proposer has in the provision of said services, for which consideration will be given to the Proposer's staff.	20
SERVICE TO BE PROVIDED: A clear statement of the scope of the said services to be provided, including personnel, equipment and service which the Proposer will provide to the County.	25
OPERATING PROCEDURES: A detailed summary of operating policies and procedures intended to be used in Stanislaus County.	10
FEE STRUCTURE (20%): The value of the services to be provided by the Proposer in relationship to the costs (including costs to both the County and general public).	20
TOTAL PROPOSAL POINTS	100
OVERALL	MAXIMUM POINTS
TOTAL POINTS AVAILABLE	100

Should the County exercise the option to interview, only those firms or persons judged by the evaluators to be the most qualified to perform the work required under the Agreement shall be placed on an "interview list." Those on the interview list shall be requested to make a formal presentation of their proposals to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential Proposers.

6.4. Award

Award will be made to the qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered. All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

SECTION SEVEN—STANDARD CONTRACT INFORMATION

7. STANDARD CONTRACT**7.1. Contract Approval**

The RFP and the Proposer selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer. Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the Proposer and the County Purchasing Agent and after the contract is signed by all other County officials as required by County ordinances and regulations to establish a legally binding contract.

7.2. Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved as required by County ordinances and regulations. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the Proposer, even work done in good faith and even if the Proposer is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by County officials as required by applicable statutes and rules of the County of Stanislaus.

7.3. RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

7.4. Contract Monitoring

The Proposer shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the Proposers place of business that are related to the performance of the contract. If the County requires such an inspection, the Proposer shall provide reasonable access and assistance.

7.5. Contract Amendment

During the course of this contract, the County may request the Proposer to perform additional work for which the Proposer would be compensated. That work shall be within the general scope of this RFP. In such instances, the County shall provide the Proposer a written description of the additional work, and the Proposer shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Proposers Proposal to this RFP. If the County and the Proposer reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Proposer and the head of the procuring County agency and must be approved by other County officials as required by County laws and regulations. The Proposer shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.



GSA PURCHASING AGENT
1010 10th Street, Suite 5400, Modesto, CA 95354
PO Box 3229, Modesto, CA 95353-3229
Phone: (209) 525-6319
Fax: (209) 525-7787

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**
Version 2/17/06

This Agreement For Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and _____ ("Contractor") on _____.

Recitals

WHEREAS, the County has a need for services involving _____; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

- 2.1 County shall pay Contractor as set forth in Exhibit A and **Exhibit B**.
- 2.2 Except as expressly provided in Exhibit A and Exhibit B of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- 2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractors taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractors intention and desire that payments made by the Contractor to sub-contractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in **Exhibit A**.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractors business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the Federal, State, County or municipal governments for Contractor to provide the services and work described in **Exhibit A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and

maintained in force by Contractor at no expense to the County.

5. **Office Space, Supplies, Equipment, Etc.**

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. **Insurance**

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1. **General Liability**—Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2. **Automobile Liability Insurance**—If the Contractor or the Contractors officers, employees, agents, representatives or sub-contractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3. **Workers' Compensation Insurance**—Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractors defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any,

naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its sub-contractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

- 6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.
- 6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.
- 6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.
- 6.9 Contractor shall require that all of its sub-contractors are subject to the insurance and indemnity requirements stated herein, or shall include all sub-contractors as additional insured under its insurance policies.
- 6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for sub-contractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or sub-contractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractors officers, employees, agents, representatives or sub-contractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractors obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, sub-contractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent proposers and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or sub-contractors are, and shall represent and conduct themselves as, independent proposers and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractors officers, employees, agents, representatives or sub-contractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractors assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. **Records and Audit**

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. **Confidentiality**

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. **Nondiscrimination**

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or sub-contractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or sub-contractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. **Assignment**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. **Waiver of Default**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. **Notice**

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties at the appropriate address as follows:

15. **Conflicts**

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

16. **Severability**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, State or County statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. **Amendment**

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. **Entire Agreement**

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. **Advice of Attorney**

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. **Construction**

Headings or captions to the provisions of this Agreement are solely for the convenience

of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. **Governing Law and Venue**

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

sample

<p>COUNTY OF STANISLAUS GSA Purchasing Division</p> <p>By: _____ Julie A. Mefferd Director / Purchasing Agent</p> <p style="text-align: center;">"County"</p>	<p>CONTRACTORS NAME</p> <p>By: _____ Name Title</p> <p style="text-align: center;">"Contractor"</p>
<p>APPROVED AS TO CONTENT: Department of _____</p> <p>By: _____ Name Title</p>	
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: _____ Name Deputy County Counsel</p>	

sample

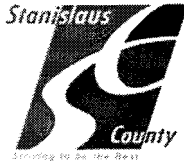


EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

<Select either the time & materials compensation paragraph or the subsequent lump compensation paragraphs, including the retention paragraph at the end.>

Time & Materials Paragraph

1. Contractor will be compensated on a time and materials basis, based on the hours worked by the Contractors employees or sub-contractors, multiplied by the current Schedule of Rates - Exhibit B attached hereto and, by this reference, made a part hereof; provided, however, the Contractor will provide the County 30-days notice before any change in the rate schedule takes effect. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in a Schedule of Rates – Exhibit B attached hereto, that are reasonable, necessary and actually incurred by the Contractor in connection with the services:
 - a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
 - b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

OR

Lump Sum Paragraphs

2. Contractor will be compensated on a lump sum basis for each task as set forth in Exhibit B attached hereto and, by this reference, made a part hereof. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in a Schedule of Rates – Exhibit B attached hereto, that are reasonable, necessary and actually incurred by the Contractor in connection with the services:
 - a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
 - b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
3. The County shall retain ten (10) percent of all periodic or progress payments made to the Proposer until completion and acceptance of all work tasks.

C. LIMIT OF EXPENDITURE

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed _____, including, without limitation, the cost of any sub-contractors, proposers, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. INVOICE REMIT TO:

The remit to address is:
Stanislaus County
Department of
Attention:

E. REPRESENTATIVES

The County's Project Manager is _____, () _____. The
Contractors representatives is _____, ()
(_____).

F. PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractors personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

G. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA.

H. AGREEMENT PERIOD

This shall be effective from _____ or date of award; whichever is later, through _____.

I. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the County terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the County shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously paid.

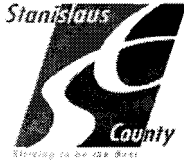


EXHIBIT B

PRICE SCHEDULE

PRICE SCHEDULE:

The Contractor shall provide all the supervision, labor, equipment, materials and tools necessary to perform the services identified in **Exhibit A** – Scope of Work / Specifications in accordance with the rate schedule below.

The pricing for the initial Contract term and any renewable term is identified in the price schedule below:

Sample



Attachments

Non-Collusion Affidavit to be Executed by Proposer and Submitted

Non-Collusion Affidavit Signature Page

Insurance Checklist

Bond Requirements

Proposal Cover Page

Response Clarification Addendum

Proposal Checklist



**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH RFP**

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the County of Stanislaus, Stanislaus County Purchasing Division:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Proposer declares that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of any one interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

DECLARATION UNDER PENALTY OF PERJURY

The undersigned Proposer declares and certifies under the penalty of perjury: that the only persons or parties interested in this RFP as principals are those named herein as Proposer, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this proposal; that the undersigned has examined the "General Conditions and Instructions to Proposers" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this RFP, that the undersigned (if awarded a contract) will execute and fully perform the contract for which the proposals are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the pricing schedule of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this proposal is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this proposal.

(Please sign on the following page)

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH RFP**

I declare under penalty of perjury that the foregoing is true and correct.

RFP PROPOSERS INFORMATION		
Name of Proposer:		
Primary Contact for Proposing Agency:		
Business Address:		
City:	Zip Code:	State:
Phone:	Fax #:	
Taxpayer ID #:	Business License #:	
E-mail: <input type="checkbox"/>		
Type of Business:		
<input type="checkbox"/> Individual doing business under own name	<input type="checkbox"/> Corporation	
<input type="checkbox"/> Individual doing business using a firm name	<input type="checkbox"/> Partnership	
<input type="checkbox"/> Joint Venture—attach agreement		
Date Signed:		
Print Name:		
Signature:	Initials:	
Title:		

To be signed by authorized corporate officer or partner or individual submitting the proposal.

The above Non-Collusion Affidavit is part of the RFP. Signing this RFP on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE CHECKLIST			
Name of Proposer:			
	General Liability	Auto	Workers' Compensation
NAIC # of insurers is provided on the certificate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policy limits of insurance meet requirements in the agreement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deductibles are declared and approved or waived by County.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expiration date of policy is six months or more into the future.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30 day notice of cancellation included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certificate Holder is "Stanislaus County."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Endorsement naming "Stanislaus County" as "Additional Insured" included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Waiver of subrogation endorsement included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carrier is admitted/licensed to issue insurance in California.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Best's rating of no less than A-, and Financial Size Category of at least VII.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pollution Insurance requirement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Resource Help:

LESLI surplus line carrier is okay if no California carrier writes the insurance. If carrier is reinsured, must be approved by County Counsel.

If not in California:

[http://cdinswww.insurance.ca.gov/pls/wu_co_lines/idb_co_list\\$.startup](http://cdinswww.insurance.ca.gov/pls/wu_co_lines/idb_co_list$.startup)

For all "Insurers" listed on Certificate; State Fund is okay/an exception

For information on ratings:

<http://www3.ambest.com/ratings/advanced.asp?bl=0&Menu=Search+Best%27s+Ratings>

BOND REQUIREMENTS

Section 3, General Requirements and Information, describes the specific security/bonding requirements. If required, only the successful Proposer shall submit a performance and payment bond as described in this RFP.

BOND REQUIRED			
Proposal Security required	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$20,000.00
Performance Bond required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 100%
Payment Bond required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 100%

FOR COUNTY USE ONLY

Proposal was opened on the following date and at the prescribed place.

FOR COUNTY USE ONLY		
Cashiers or Certified Check drawn on a California Bank.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Surety Bond	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Date:		
Stanislaus County General Services Agency Purchasing Division		
Signature:	Initials:	
Title:		



PROPOSAL COVER PAGE

The undersigned certifies and declares that any and all statements and information in the attached proposal are true and correct.

RFP PROPOSERS INFORMATION		
Name of Proposing Agency:		
Primary Contact for Proposing Agency:		
Project Name:	RFP #:	RFP Closing Date:
Business Address:		
City:	Zip Code:	State:
Phone:	Fax #:	
Taxpayer ID #:	Business License #:	
E-mail:	Phone:	
Date Signed:		
Print Name:		
Signature:		Initials:
Title:		

FOR COUNTY USE ONLY	
Proposal Number:	Date:
Received by:	
Title:	



RESPONSE CLARIFICATION ADDENDUM

RESPONSE CLARIFICATION ADDENDUM			
Addendum Number	Dated	Date Received	Initials
Print Proposers Name:			
Proposers Signature:			
Title:			

Signed addenda/addendum to be included in the RFP response. If an addenda/addendum is issued, the Proposer shall complete the above form and return it with the RFP response.



PROPOSAL CHECKLIST

SUBMITTAL CHECKLIST			
		YES	NO
1	Signed Proposal Cover Page.	<input type="checkbox"/>	<input type="checkbox"/>
2	RFP package completed and signed. Submit an original and Five (5) additional signed copies.	<input type="checkbox"/>	<input type="checkbox"/>
3	W9 form Request for Taxpayer Identification Number and Certification.	<input type="checkbox"/>	<input type="checkbox"/>
4	Exceptions to the terms and conditions of this RFP.	<input type="checkbox"/>	<input type="checkbox"/>
5	Exception to the Sample Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
6	Insurance Checklist.	<input type="checkbox"/>	<input type="checkbox"/>
7	Signed Non-Collusion Affidavit.	<input type="checkbox"/>	<input type="checkbox"/>
8	Bond Requirements.	<input type="checkbox"/>	<input type="checkbox"/>
9	Response Clarification Addendum	<input type="checkbox"/>	<input type="checkbox"/>

Please return this checklist with your Request for Proposal submittal packet.

APPENDIX A- INMATE TRUST ACCOUNT SERVICES- SCOPE OF WORK

In addition to the company and financial information referred to in Section 5; proposal submittal (pages 15-18), the proposer shall address each of these areas below as indicated and defined by number and sub-title.

1. Pursuant to the requirements of State of California and local regulation, Stanislaus County, California, hereafter "Stanislaus County" or the County," requests competitive sealed proposals (RFP) for **Inmate Trust Account Services** at/and for the Stanislaus County Sheriff's Office, Adult Detention Division, 250 East Hackett Road, Modesto, California 95358. The Inmate Trust Account Services will be provided to the Public Safety Center which houses 726 inmates, the Downtown Jail which houses 396 inmates, and the Jail Alternatives Program with 550 participants.
2. This RFP contemplates and intends that any resulting contract shall be a one-year term, with successive twelve (12) month renewal periods not to exceed four years. The successful Proposer shall manage and process all deposits to the inmate trust accounts received via telephone, kiosk, cash agent and internet, and providing for a cancellation clause of not less than ninety (90) days.
3. This RFP contemplates that a responsible Proposer is one which: (a) is licensed, approved and authorized to do business in California; (b) and otherwise submits a responsive proposal and furnishes information and data to prove that its resources, service facilities, personnel, services reputation and experience are adequate to make satisfactory delivery of the services described in its offer.
4. The following outlines the minimum requirements for this project. Proposals submitted should elaborate on the scope and identify any and all additional features and enhancements available with the Proposer's product.

A. EQUIPMENT

- i. Kiosks to be provided at no charge to the Stanislaus County Sheriff's Department.
- ii. Kiosk must utilize a touch screen and be available in a minimum of English and Spanish.
- iii. Proposer shall be responsible for taking cash from kiosk on a regular basis (To Be Determined), but shall credit the Inmate Trust Account daily for all deposits made via telephone, kiosk, cash agent and Internet.
- iv. Proposer shall be responsible for maintenance of kiosk machine(s), and guarantees a repair or replacement within 24-hours from notice of required service.
- v. Five (5) Kiosks shall initially be installed at the following locations: **1) Public Safety Center Visiting Lobby, 2) Public Safety Center Booking area 3) Downtown Jail Visiting Lobby, 4) Downtown Jail Booking area, 5) The Jail Alternatives public lobby. The two Booking Area Kiosks must have a coin option included.**
- vi. The Intake/Booking Kiosks shall not be charged a transaction fee. The Lobby Kiosks shall have a limited minimal transaction fee on all transactions.
- vii. Inmate debit cards shall be at no cost to the County.
- viii. The Proposer must be willing to provide additional kiosks at no charge if the Stanislaus County Adult Detention Division decides to install additional kiosks.
- ix. Proposer must be willing to contract to provide services to other County Departments, if requested, under the same quoted fee structure and conditions.

B. DEPOSITS

- i. Proposer shall collect and process trust account payments for Stanislaus County Jail Inmates (received by either cash or credit cards) through the internet, telephone, cash agent and kiosk at no charge to Stanislaus County.
- ii. Stanislaus County Adult Detention Division will upload a file to Proposer at least once an hour with updated in-custody inmate information.
- iii. Proposer must work with the Stanislaus County Jail Staff to ensure they can receive files.
- iv. Payments must be accepted 24 hours per day, 7 days per week.
- v. Proposer shall guarantee payment to the Inmate Trust Account for all transactions confirmed by the Stanislaus County Jail Procurement Personnel.
- vi. Proposer must make daily deposits to the Inmate Trust Account or negotiate other arrangements with Stanislaus County. Each deposit must be confirmed by the Stanislaus County Jail Procurement Personnel and must be received within 2 business days of the confirmed transactions.

C. WEBSITE/JAIL MANAGEMENT SYSTEM

- i. Proposer shall submit, via Proposer's website or management system, a Real-time listing of all deposits made to the Stanislaus County Inmate Trust Accounts. Proposer must allow the Stanislaus County Jail Procurement Personnel to confirm each individual inmate deposit transaction and only deposit confirmed transactions to Inmate Trust Bank Account.
- ii. Stanislaus County would require the Proposer to have the ability, at no additional cost to Stanislaus County, to interface with the Stanislaus County Inmate Management System (ICJIS) during the period of this contract.
- iii. All deposit information shall be available to the Stanislaus County Adult Detention Division via the Proposer's website.
- iv. Proposer is responsible for maintenance and repair of website. Any repairs to website must be made within 72 hours of notification and be done at no charge to Stanislaus County.

D. MISCELLANEOUS

- i. Proposer must not release any information regarding inmate's confidentiality with a third party.
- ii. Proposer must have ability to provide the Stanislaus County Adult Dtention Division with debit cards for inmates to use upon release, at no additional cost to Stanislaus County.
- iii. Proposer must have a post bail option included in the services provided.
- iv. Proposer must have ability to provide transaction reports upon request from the Stanislaus County Adult Detention Division. Reports shall supply information on senders and shall also demonstrate if there is a transaction connection between multiple inmates.
- v. All training in respect to the use and operation of equipment and account managing will be provided by the Proposer's and/or staff at no addition cost to Stanislaus County.

Approval to Issue a Request for Proposal (RFP) for Inmate Trust Account Services

DISCUSSION:

Currently, inmates held in the Adult Detention facilities can receive funds while in custody to purchase commissary and phone cards, and to assist with medical co-pays if needed. Inmates' funds are received via money order sent through the mail by family or friends. The average fee associated with the purchase of a money order is \$1.00 plus stamp and envelope.

Some of the inherent problems with money orders include getting lost in the mail, counterfeit money orders, expired money orders, staff time processing, collecting signatures, accounting for and depositing the money orders. In addition, there is the inconvenience placed on friends and family in obtaining, purchasing and mailing in the money orders.

Numerous Counties in the State of California including Monterey, Marin, Mendocino, Madera, San Benito and Tuolumne are using kiosks in their detention facilities that allow funds to be placed directly into an inmate's account. Funds can be deposited in person or remotely over the phone or Internet. User fees are incurred with each transaction. Fees for cash deposits can range from \$1.00 to \$3.50 per transaction at the kiosk. Fees for deposits by credit and debit card are typically charged on a sliding scale and, depending on the amount of the transaction, can range from \$4.00 to \$10.50 per transaction. An inmate can also be bailed out through the use of the kiosk. A normal charge for a bail transaction would be a flat \$10.00 fee plus a percentage of the bail amount, typically 8% to 9%. Upon release from custody or transference to prison, a debit card is provided to the inmate with any remaining funds on balance.

Kiosk services provide the equipment, software and maintenance, and handle the money transactions from the kiosks. The kiosks will be located in the Public Lobby and in the Booking area at the Public Safety Center and Men's Jail. At the Jail Alternatives site, the kiosk will be located in the lobby. The major benefit to the families and friends of inmates is the ability to accept cash or credit/debit cards directly into the kiosk. They can also use the Internet or telephone to use credit/debit card transactions (Visa or MasterCard only) to post bail or fund an inmate's account. The amount deposited will appear on the inmate's account in real time as soon as the transaction is complete.

Counties using the kiosk services have reported increases in the number of inmates who posted bail and increases in commissary purchases by inmates. The same counties report the staff time previously spent on handling inmate funds has been more than cut in half.

The benefit to the Sheriff's Department is to get out of the cash business. Staff can spend hours looking for cash discrepancies when balancing their cash drawers. Cash brought in with new arrestees would be deposited into the booking kiosks. Money orders would no longer be accepted as a means to fund an inmate's account. Cash bails would be completed via kiosk or bondsman. Staff time handling cash, money orders, balancing cash drawers and making deposits at the Treasury would be nearly eliminated.

Approval to Issue a Request for Proposal (RFP) for Inmate Trust Account Services

The Sheriff's Department requests that the Board of Supervisors authorize the Sheriff and the General Services Agency (GSA) to proceed with the development of a Request for Proposal (RFP) for the desired services. The RFP process will result in a contract with a third party provider who would be authorized to charge predetermined fees directly to users of the services. Those fees would be determined solely by the RFP process and the resulting agreement and would not otherwise be set or limited by any controlling body. The reasonability of these fees will be one of the areas in which the RFP will be evaluated. The most points in this area will be awarded to the vendor who provides the greatest value to both the County Sheriff's Department and the population served. Upon selection, the Department will return to the Board with a recommendation to award a contract to the successful bidder.

POLICY ISSUE:

Adoption of this request is consistent with the Board priority of promoting Efficient Delivery of Public Services.

STAFFING IMPACT:

There is no recommendation to adjust staffing. The Sheriff's existing staff is able to manage this program.

CONTACT PERSON:

Lt. Gregg Clifton 525-5675