

COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)

RFP NUMBER: 393-5351

INMATE COMMISSARY SERVICES

June 12, 2015

PURCHASING USE
ssj

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SERVICES\393-5351 ADD 1.DOC

IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF PROPOSAL WILL BE AT 2:00 P.M., ON JULY 2, 2015.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

All proposal information will be available for review after contract award.

Clarification of specifications is to be directed to: **Gary E. Cornuelle, phone (559) 600-7114,**
e-mail gcornuelle@co.fresno.ca.us.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR PROPOSAL NUMBER: 393-5351 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR PROPOSAL.

- **Answers to bidder proposed questions**
- **Revised "Scope of Work"**
- **Revised "Award Criteria"**
- **2014 Sale Quantity by Item**
- **Commissary and Web Sales by Month**
- **Sample Report and Invoice**
- **Menu Sample**
- **Legacy Contract**

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFP 393-5351

COMPANY NAME: _____
(PRINT)

SIGNATURE: _____

NAME & TITLE: _____
(PRINT)

QUESTIONS AND ANSWERS

Q1. What is the average daily population?

A1. *The average daily population was two thousand four hundred ninety-four (2494) from November 2014- May 2015.*

Q2. Please provide a current commissary menu to include item sizes & pricing.

A2. *See Attached*

Q3. What was the commissary revenue over the past 12 months? (excluding phone sales)?

A3. *The commissary revenue was two million three hundred thirty-four thousand five hundred fifty dollars (\$2,334,550.00) for the past twelve (12) months.*

Q4. Are phone cards/time sold through the commissary - if so please provide phone revenue for the past 12 months.

A4. *Inmate phone calling cards are not sold on inmate commissary.*

Q5. Please provide 12 month ecommerce revenue (if not included in overall revenue figures).

A5. *Ecommerce revenue was one million sixty-two thousand three hundred eighty-nine dollars (\$1,062,389.00).*

Q6. Please provide the following information for the vending machines:

How many vending machines are required and in what locations? What are the types of vending machines required, i.e., food, beverage, and how many of each type?

A6. <i>Main Jail Break room</i>	<i>Hot Drink Center/ Snack Machine/ Pepsi Bottle</i>
<i>North Jail Staff Dining</i>	<i>Hot Drink Center/ Snack Machine/ Pepsi Bottle</i>
<i>SAJ Staff Dining</i>	<i>Snack Machine/ Pepsi Bottle</i>
<i>Sheriff's Administration 2nd Floor</i>	<i>Hot Drink Center/ Snack Machine/ Pepsi Bottle</i>
<i>Sheriff's Basement</i>	<i>Hot Drink Center/ Snack Machine/ Pepsi Bottle</i>
<i>Training (Divisadero)</i>	<i>Snack Machine/ Coke Bottle</i>
<i>Main Jail Lobby</i>	<i>Dollar Bill Changer</i>
<i>Sub Station Area #2 (Clovis)</i>	<i>Hot Drink Center/ Snack Machine/Pepsi Bottle</i>

Q7. Please provide how many housing unit kiosks are required for each facility (The kiosks will be provided/installed by the phone vendor, not the commissary vendor). The number of kiosks and locations are listed below (only one is currently installed in an inmate housing area).

Facility:

A. Main Jail

A. 44

B. South Annex Jail

B. 23

C. North Annex Jail (1,656 beds)

C. 24

D. *Satellite Jail (300 beds)

D. This facility does not currently house inmates, but is used by staff as a reporting area (a vending machine may be provided, but is not required).

E. *West Annex Jail (300 beds)

E. Projected Finish date is late 2019.

Q8. As to the "...inmate housing locations", what is the total quantity of commissary ordering kiosks that will be required under this stipulation? Not including the "high security" areas.

A8. Ninety-one (91); Housing locations (not including High Security Housing) that will be interfaced with via the internet for the purpose of ordering commissary. The kiosks should be provided by the phone vendor; so only an intranet connection/bridge to the kiosks is being requested.

Q9. Will these kiosks be used only for inmates commissary ordering? If not, what other functions will they be utilized for?

A9. When not being utilized for inmate commissary ordering, the Kiosks will be available for various inmate functions such as request slips, grievances, and video visitation.

Q10. It sounds as if the County would like to have sales from vending machines tracked and counted as part of the gross commissary sales. Is this correct?

A10. No

Q11. Will all sales from all vending machines have to be cashless?

A11. No

Q12. Will officers be allowed to make purchases at the vending machines?

A12. Vending machines are for staff purposes.

Q13. Is there currently a card system that proposers will have to integrate with or take over or should we propose our own?

A13. No. These machines are used by staff and are cash only.

Q14. Are there currently vending machines in all of the locations where the county would like them?

A14. Yes

Q15. Are these machines linked in any way to the current commissary vendor's LAN (Local Area Network) so that sales can be tracked and integrated with other commissary sales for joint reporting and commission calculations?

A15. No

A. If so, how are the machines linked to the LAN (USB-port? Ethernet? Wi-Fi?)

A. N/A

Q16. Are the Legacy video visitation kiosks on the same LAN as the commissary vendor's application and vending machines?

A16. No

Q17. How many commissary ordering kiosks will be required?

A17. *Approximately 91 kiosks will be utilized by inmates for various activities, which includes commissary (these are not currently installed; only one housing unit kiosk is currently installed). The High security inmates housing areas may continue to use paper and/or use a kiosk in the future (many logistical issues to overcome if we are to use kiosks).*

Q18. Are there currently Legacy video visitation units in all housing areas?

A18. No

A. If so, how many?

A. *Only one housing unit at this time.*

Q19. On page 25 of the RFP, it states "meet on a regular basis". Please define the frequency required, i.e. weekly, monthly, quarterly, etc.

A19. *The Fresno County Sheriff-Coroner's Office would prefer quarterly meetings.*

Q20. When will the RFP award be announced?

A20. *About a month after proposals are received.*

Q21. What are the start and end dates of the contract?

A21. *The start date will be 11/1/2015*. The term of the contract will be three years with a potential of two one year extensions.*

**Depending on the award the integration can begin sooner than November and it is possible that there will be an overlap of integration if a new provider is named.*

Q22. How many delivery agents are you currently provided with?

A22. *The number of delivery agents is approximately 7-9 employees per day of delivery.*

Q23. Please confirm the ounce size for the soap and toothpaste in the hygiene kit and indigent kit.

A23. *Soap - 1.5 oz., Toothpaste - .6 oz.*

Q24. For the indigent kit, do you require an exact item match, or may we substitute similar sizes for:

- **6x9 Brown Bag**
- **6x9 Ruled paper**

A24. The Fresno County Sheriff's-Coroner's Office is open to suggestions, but prefers the exact match.

Q25. For the hygiene kit, what are the dimensions of the #12 bag?

A25. 7x13x4

Q26. Who is your JMS Provider?

A26. Motorola OffenderTrak is our current system and it is overseen by the Sheriff's IT.

Q27. Is there a cost associated with integrating with your current JMS? If so will the county pay for the integration?

A27. There is no cost associated with the integration.

Q28. Please provide the annual commissionable sales for the past 12 months? Less: stamps, tax and phone time

A28. Three million three hundred eighty-seven four hundred ninety-seven dollars (\$3,387,497.00).

Q29. Is there an online ordering program?

A29. My Care Pack

Q30. Are microwaves provided by your current provider?

A30. No

Q31. Will the facility provide an Internet connection?

A31. No

Q32. What percent of the population is Indigent?

A32. Per the current vendor, approximately 800-1000 indigent kits are delivered on a weekly basis.

Q33. Will the county use the vendor's banking software?

A33. No

Q34. If so, how many work stations will the accounting software need to be installed on?

A34. None

Q35. How many users will be using the software?

A35. None

Q36. Will the County be able to provide samples of the reports and invoices mentioned on page 9?

A36. *See attached report provided by current vendor. Bidder may propose their own report and invoice in their response to this RFP.*

Q37. How many commissary orders per week and per year?

A37. *Information provided by the current vendor was sixty-five thousand two hundred seventy-two (65,272) orders per year.*

Q38. How many employees does your current vendor provide for commissary operations?

A38. *This information was not provided by the current vendor.*

Q39. How many hours per week do your current vendor's employees work?

A39. *This information was not provided by the current vendor.*

Q40. What are the current spend limits?

A40. *One hundred seventy-five dollars (\$175.00) per week (including internet orders).*

Q41. Does the County currently operate a commissary internet ordering site? If so, what are the annual sales?

A41. *No*

Q42. Does the county utilize a deposit service kiosk?

A42. *Yes. The vendor is TouchPay.*

Q43. Will the County provide an average number of deposits made into inmate's account each month? What are the yearly dollar totals of these deposits?

A43. *Approximately six thousand fifty-three (6053) deposits are made into the inmate's account each month. The past years (June 2014 – May 2015) deposits totaled three million eight hundred seventy-seven thousand six hundred forty-six dollars and ninety-eight cents (\$3,877,646.98).*

Q44. Are there specific hours for receiving delivery trucks?

A44. *Yes, Commissary deliveries are made from 3pm – 8pm Tuesday and Wednesday but it is adjusted for Holidays. Non-Commissary deliveries are Monday-Friday 7am-5pm.*

Q45. How many bookings do you do a month?

A45. *Since November 5th (Post Prop 47) our average monthly booking totals are two thousand five hundred ninety-two (2592).*

Q46. Is there onsite storage provided to the service provider? If so, is there a cost? Is there an online ordering program

A46. *No*

Q47. Will there be any space for an onsite office for the commissary operation?

A47. *No*

Q48. Please provide a copy of the commissary menu with item sizes and pricing.

A48. *See attached*

SPECIFICATION CHANGES

There was a change to the specific size of the soap and toothpaste provided in the hygiene and indigent kits. It should now read:

1.5 Oz. Bar Soap

6 Gel Toothpaste

Q49. RFP, page 13 states a Performance Bond may be required. Is a Performance Bond required? If so, what is the amount required?

A49. *No*

Q50. What is the current commission?

A50. *50% of Net sales of Commissary Services.*

Q51. What is the current delivery schedule?

A51. *Tuesday (Main and South Jail), Wednesday (North Jail). It is adjusted accordingly for Holidays at Sheriff's Office approval.*

Q52. RFP, page 31, Cost Proposal. Please clarify exactly how the County expects the price proposal to be presented. Does the County just expect a commission rate to be provided in this section or are there other expectations?

A52. *See attached sheet with update, which includes a document with our current pricing/item commissary list (provided with the RFP addendum):*

- *Include the Retail Price*
- *Include the Mark-Up Price (with the fixed percentage price)*
- *Include the Commission Percentage (currently 50% commission rate)*

Q53. What is the usage per product on the commissary item list?

A53. *See the attached report provided by the current vendor.*

Q54. What has the indigent revenue to the contractor been over the past 12 months?

A54. *\$11,329*

Q55. Is there a contract in place for catalogue ordering?

A55. *No*

Q56. Is an ecommerce program currently in place?

A56. *Yes, "My Care Pack"*

Q57. Currently product is stored off-site. If there or could there be space on-site for product storage? If so, what would that square footage be and are shelves available?

A57. *No*

Q58. Is offender labor provided to assist in the delivery of commissary orders?

A58. *No*

Q59. For technology, the following questions are being submitted:

Which retail programs will be acceptable and at what sites:

A. Scanner (for commissary orders)

A. *Yes/All*

B. E-commerce

B. *Yes/All*

C. Deposit

C. *No/Touchpay Handles*

D. Release Card

D. *No/Touchpay Handles*

E. Intake

E. *No/Touchpay Handles*

F. Tablets

F. *Yes/All*

G. Kiosks

G. *Yes /All*

Q60. For an interface with the JMS, the following questions are being submitted:

With an interface with JMS, what information is being passed?

A60. *The following data elements are exchanged through the interface:*

We pass the vendor the following elements:

Location of inmate in jail

Trust Fund balance of the inmate

Eligibility

Date

Time

JID (Jail Identified for the inmate)

The vendor sends us back the following elements:

JID (Jail Identifier for the inmate)

Transaction amount

Q61. Are phone cards/phone time sold through commissary? If yes, what is the 12 month revenue?

A61. *No*

Q62. Who is the phone card provider?

A62. *N/A at this time*

Q63. Are we selling debit time, phone cards, or both?

A63. *No*

Q64. How do you currently accept deposits from friends and family?

A64. *All account deposits are through all TouchPay Services only (Kiosk, WEB, IVR, etc.)*

A. Mail?

A. *No*

B. Kiosk?

B. *TouchPay*

C. Window?

C. *No*

D. If windows are open, what are the hours? Would you consider closing the window(s) or reducing the hours offset by a kiosk?

D. *N/A*

E. Web?

E. *Not at this time, but TouchPay is capable of doing this.*

F. IVR? If yes, who is the vendor?

F. *Not at this time, but TouchPay is capable of doing this.*

G. Is there data in the lobby area?

G. *Don't know what this means.*

H. Are there automated charges imposed to inmate's accounts, such as, booking fee daily fee?

H. *There are automated charges to inmate accounts. Initial indigent charge is automated. Commissary is automated.*

Q65. What type of internet is there (Fiber line, DSL, T1)?

A65. *The phone system has T1 lines that are available for contract use. We do have fiber but it is for our network and not usable by a vendor.*

Q66. Are wireless access points currently installed in all jails for the housing units?

A66. *There are only two wireless access points in the jail (MJ02). Those are restricted access only. There are no access points in the rest of the facility. Building structure prevents good signal inside the facility for access points.*

Q67. What are the locations of the access points (inside living units or in the hallway or other)?

A67. *MJ02 Admin area.*

Q68. What/who is the manufacturer and model number of wireless access points?

A68. *Cisco.*

Q69. Is the County requesting technology run on a wireless access point?

A69. *N/A as the Contractor will not be responsible for installing/maintaining the kiosk.*

Q70. Are pod kiosks currently installed?

A70. *Only One*

A. If yes, how many kiosks are operating? If no, what applications are required?

A. *Has not gone live as of yet*

Q71. Who is the phone provider for the Fresno County Jails?

A71. *Legacy Inmate Communications*

Q72. How is the commissary packaged when delivered to the inmates, i.e., plastic bags, mesh bags?

A72. *Plastic Bags*

Q73. Could we have a copy of the Legacy contract?

A73. *See attached*

Q74. What is the current staffing provided by Canteen of Fresno?

A74. *7-9 delivery personnel*

Q75. Would the County consider removing the vending machines from the RFP and leave those with the current vendor?

A75. *No*

Q76. Given the magnitude of the project and need to determine all installation/wiring costs for kiosks, would the County give consideration to extending the due date of proposals?

A76. *This is no longer applicable; Legacy is responsible for the installation/maintenance of the kiosks.*

Q77. Because Prop 47 hit in November, 2014, could we have commissary and ecommerce sales by the month for the last 12 months? This would help us understand the impact of Prop 47 from a revenue perspective.

A77. See Attached report provided by current vendor.

Q78. When reviewing the functionality of the kiosks, besides the video visitation and commissary orders, would the County be interested in having the following functions available on the kiosks:

A. E-messaging

A. Yes

B. Music download

B. Possibly

C. Appointment setting

C. Unknown

D. Grievance processing

D. Yes

E. Any other?

E. Detention Inmate Request Slips, Health Service Request Forms

Q79. Would the County consider use of mesh bags for the commissary is they are not currently used?

A79. Yes

Q80. Would Vendor have to use Legacy's Kiosk or can they use their own and interface with Legacy's system?

A80. Yes. Legacy would provide kiosk, and vendor would integrate their commissary system into the Kiosk via the internet. We are open to other solutions, but our primary/preference is that Legacy Kiosks be installed.

Q81. Who is installing the wiring for the 91 Kiosks?

A81. Legacy Inmate Communications.

Q82. Who answers Commissary Grievances?

A82. Commissary Vendor would answer; Appeals are handled by the Captain in cooperation with the Commissary Vendor.

Q83. What is the site manager's salary?

A83. This information was not provided by the current vendor.

Q84. What is the charge for a background check?

A84. \$52

Q85. How long does it take to clear backgrounds?

A85. *6-8 weeks, but may be 1-2 weeks depending on DOJ return/past background clearance.*

Q86. Where will the Kiosk be installed in the pods?

A86. *To be determined by Sheriff's Office as discussed during Site Tour.*

Q87. How many days a week are vending machines restocked?

A87. *Depending on sales and location—every other week—once a week—twice a week*

Q88. Can we get a copy of the vending machine items with prices?

A88. *Items vary by machine and location. Pricing as follows:*

<i>20oz soda</i>	<i>\$1.00</i>
<i>20oz water</i>	<i>\$1.00</i>
<i>Candy</i>	<i>\$0.75</i>
<i>Pastry</i>	<i>\$1.10</i>
<i>Snack</i>	<i>\$0.90</i>
<i>Gum/Mint</i>	<i>\$0.50</i>
<i>10oz Coffee/Tea/Flavors/Chocolate</i>	<i>\$0.25</i>

Q89. Are there specific days and times the kiosks will be used exclusively for commissary ordering?

A89. *Times and days for specific kiosk functions are yet to be determined.*

When not being utilized for inmate commissary ordering, the Kiosks will be available for various inmate functions such as request slips, grievances, and video visitation.

Q90. Where will the "visitor" side screen be located for the video visitation system / Is it on site or off site?

A90. *Currently the "Visitor" side kiosks are located in the Main Jail Lobby and South Annex Jail Lobby. They will also be accessible through other methods such as home computers or PC's, tablets, and phones.*

Q91. Who is purchasing and installing that component of the system?

A91. *Legacy will provide and install the kiosk for an agreed upon cost and maintenance fee. Vendor would be responsible for Commissary component (interface).*

Q92. What date will the inmates begin using the video visitation part of the system?

A92. *Date will be determined by the Sheriff's Office.*

Q93. The RFP states "Contractor shall be able to provide evidence of review of consumable items from a Registered Dietician..." Please define "evidence of review", or what is acceptable as "evidence of review"?

A93. *A Registered Dietician should be on contract and verifiable via their license. This can be a statement that he/she has reviewed the food and is acceptable to be listed in a specialty category (e.g. Kosher, Low-salt, etc.). The intent is to be consistent with our*

inmate populations' medical or religious needs while ordering their commissary.

Q94. When does the inmate phone contract with Legacy Systems expire?

A94. The agreement shall terminate on the 31st day of December, 2017 with two (2) possible one (1) year renewals to extend it through December 31, 2019.

Q95. What is the inmate commissary contractor expected to do if Legacy does not retain the inmate phone contract upon expiration?

A95. Integrate with new inmate phone provider. The intent is to remain on an internet-based system.

Q96. When can a site visit be scheduled to determine best estimate for wiring costs?

A96. Wiring will be completed by Legacy Inmate Communication.

Q97. Is Legacy the Telephone contractor?

A97. Yes

Q98. Is it a request that the awarded contractor provides phone time for sale in commissary?

A98. No. Phone time does not have to be sold on Commissary.

Q99. Does the county have a proposed schedule of video visitation time so that we can understand when commissary ordering can take place?

A99. When not being utilized for inmate commissary ordering, the Kiosks will be available for various inmate functions such as request slips, grievances, and video visitation. Currently there is not a proposed time for video visitation in the general population pods. Current visiting hours for general population inmates varies depending on the facility. General hours are 8am-10pm.

Q100. Can the county please explain in detail the structure for video visitation? Are you providing free visits and charging for visits?

A100. The current video visitation schedule with Legacy will be free onsite visits only. Upon agreement between County and Legacy, off-site visits will be implemented for a charge.

Q101. The county is requiring wiring for the kiosk, however, is the contractor required to provide wiring for Legacy Kiosks?

A101. No, Legacy will provide all wiring.

Q102. Will the county consider an extension for the due date?

A102. No

Q103. Is there a set price for the Legacy kiosk cost that is set for all bidders?

A103. Inmates shall have the ability to order commissary items through the existing inmate kiosks located in the facility. The awarded vendor will be required to interface with existing inmate Kiosks provided by Legacy Inmate Communications. Contact

information for Legacy Inmate Communications: Mr. Patrick Snook, 800-577-5534 extension 202, psnook@legacyinmate.com. It shall be the responsibility of the vendor to contact Legacy to establish the required interface. Any potential costs associated on implementing Commissary ordering from the existing Legacy Kiosks shall be the sole responsibility of the awarded vendor.

Any concerns, problems or issues will be addressed during the evaluation period by the County.

Q104. Who is responsible for the Legacy kiosks once acquired; Legacy, county or bidder?

A104. Legacy

Q105. Can we get a list of items in the staff vending with:

A. usage

A. Usage varies and is unavailable

B. total sales?

B. Total sales are fifty-two thousand two hundred seventy-six (\$52,276).

Q106. How many soda machines will be required for staff vending?

*A106. Please refer to the answer given under question **Q6** of this Addendum.*

Q107. How many coffee machines for the staff will be required?

*A107. Please refer to the answer given under question **Q6** of this Addendum.*

Q108. How many snack machines will be required for staff vending?

*A108. Please refer to the answer given under question **Q6** of this Addendum.*

Q109. Please clarify if the county intends to use the bidders banking software?

A109. No, TouchPay is the banking software utilized by the County that interface with OffenderTrak

Q110. Will the county allow bidders to have a contractor come and determine the scope of wiring all 3 jails?

A110. Not applicable – refer to revised scope of work

Q111. Will the county accept a Technology grant for the purpose of acquiring and wiring the video units?

A111. Not applicable, however the County will be open to grant opportunities

Q112. Who will be responsible for providing technical support for the Legacy kiosks?

A112. Legacy Communications will provide technical support for the hardware and internet connections associated to the web site interface. Any vendor is responsible for their specific bridge/technical support related to their specific software commissary solutions (internet based solution for commissary vending by inmates).

REVISED SCOPE OF WORK

Contractor must have a computerized accounting system to provide, maintain, and manage commissary and vending machine services information. The computer equipment and software should be able to bridge/interface from OffenderTrak (Motorola/PC system) to the Contractors system. This will be linked via an internet based video visitation kiosk to inmate housing areas as video visitation units are installed/implemented into the housing areas. The exception may be high security housing, which will continue to operate with a form/paper system with the inmates, but would likely be integrated into the reports/software process and kiosks if possible.

The operation of any software for commissary is the Contractors responsibility. The maintenance and installation of the video visitation kiosk system for hardware and internet viability is the responsibility of the phone vendor (NOT the commissary vendor).

County will provide the Contractor access to all inmate accounts via OffenderTrak (Motorola/PC based). Contractor will be responsible for posting commissary transactions to inmate accounts. Contractor will provide County a complete audit trail of all transactions.

Additional Operational Issues

Contractor shall, within three months of the implementation of the new contract provide and install internet-based software into the housing unit kiosks, which are installed/maintained by the current phone vendor. The current paper and form system will remain in-tact until the video visitation kiosks are installed. This collaborative process may take up to the term of the contract(s) by both the phone/commissary vendors based on facility issues. For systems requirements and details contact Legacy Project Manager Patrick Snook at 1.800.670.0015 ext. 202. *High security areas (e.g. FF cells) will be discussed at the vendor conference.

The Commissary Contractor is not responsible for the hardware, installation or maintenance of the video visitation kiosks.

Contractor shall maintain the original completed commissary order form immediately upon completion of delivery of commissary orders. The inmates must sign the completed order form. Contractor will be responsible to update the forms as changes are made to the itemized commissary list.

The Contractor shall check-off inmates' names from the commissary distribution list; ensuring all products ordered by inmates are delivered to the properly identified inmate via wristband by Jail Identification Number (JID) and Photo.

Contractor shall make any redelivery of commissary orders no later than the next day after the items were initially delivered. Reasons for redelivery of orders might include damaged merchandise and errors in orders.

Contractor agrees to meet on a regular basis with designated jail representatives for purposes of resolving all commissary service issues.

Contractor shall be responsible for responding to all inmate grievances concerning commissary service issues within 24 hours of receiving said grievance from correctional staff. Contractor will also answer all written grievances regarding commissary issues within 10 days of receiving grievance.

The Contractor will provide the County with a detailed emergency commissary services plan which addresses interruption of normal commissary delivery; e.g., loss of power, water, electricity, fire, employee actions, etc. for any period of time for all facilities.

Contractor shall be responsible for posting commissary purchases to each inmate's account.

REVISED AWARD CRITERIA

COST

1. As part of their proposal each bidder will submit on fixed markup percentage they intend to add to the wholesale price of all commissary items
2. As part of their proposal each bidder will submit a percentage figure of net sales they intend to remit to the COUNTY. Net sales equal gross sales less sales tax. All food sales are non-taxable sales. All other applicable sales are fully taxable at 8.225%.
3. As part of their proposal each bidder shall submit a percentage of weekly net sales to the Inmate Welfare Fund they will remit within three (3) working days after CONTRACTOR receives remittance for the prior week's sales.

CAPABILITY AND QUALIFICATIONS

1. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy COUNTY'S needs and to what degree?
2. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
3. The amount of demonstrated experience in providing the services desired in a California County.
4. COUNTY will not consider any monetary incentives or other inducements except as they relate to providing inmate commissary services in awarding this contract.
5. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed

SUBMIT:

A document with our current pricing/item commissary list (provided with the RFP addendum):

- a. Include the Retail Price
- b. Include the Mark-Up Price (with the fixed percentage price)
- c. Include the Commission Percentage (currently 50% commission rate)

DESCRIPTION	QUANTITY
10 X 13 ENVELOPE	1,639
30 PK ENVELOPES	360
4 OZ COFFEE 4 OZ	37,712
4 OZ DANDRUFF SHAMPOO	573
9 X 12 ENVELOPE	848
AFTER SHAVE 5 OZ	130
ALAMAG 12 OZ	38
ALWAYS PANTIE LINERS 20 CT	55
ANALGESIC BALM 1.25 OZ	77
ANTI FUNGAL FOOT 1 OZ	71
ANTI-HISTAMINE 24 CT	1,233
APPLE & CINNAMON 5 PACK	4,338
ASPIRIN 24 CT	329
ATOMIC FIREBALLS 4.5 OZ	19,967
BABY LOTION 12 OZ	761
BABY SHAMPOO 15 OZ	603
BEEF NOODLE	98,747
BEEFSTEAK W/HOTSAUCE	8,648
BENZOYL-PEROXIDE 10% 1 OZ	51
BIG KIT KAT	9,087
BOOK OF 10 STAMPS	1,358
BUTTERFINGER	10,406
BUTTERSCOTCH 4.5 OZ	11,329
CARD-BIRTHDAY	320
CARD-FRIENDSHIP	173
CARD-HOLIDAY	533
CETAFIN NON-ASPIRIN 24 CT	141
CHERRY DRINK 10 PK	1,521
CHICKEN NOODLE	98,372
CHILI MAC	117
CHILI NOODLE	194,731
CHIPOTLE PEANUTS 6 OZ	21
COCOA BUTTER LOTION 16 OZ	1,523
COFFEE 10 PK COFFEE 10 PK	24,406
COFFEE KIT	589
COMB	95
COMFORT INSRT W 8/9--M 9/	3
CONDITIONER 4 OZ	486
CONTACT SOLUTION 4 OZ	33
COOKIE CHOCOLATE 1.8 OZ	11,443
CORN NUTS CHILI PICANTE 4 OZ	6,814
COUGH DROPS 9 CT	1,308
CRANBERRY ALMOND MIX 6 OZ	7
CREAMER 10 PK	4,740
CROSSWORD BOOK	1
CURL ACTIVATOR 8 OZ	505
DAILY MULTI VITAMIN 90 CT	608
DECK SHOES SIZE 10	482
DECK SHOES SIZE 11	341
DECK SHOES SIZE 12	151
DECK SHOES SIZE 13	108
DECK SHOES SIZE 7	115

DESCRIPTION	QUANTITY
DECK SHOES SIZE 8	365
DECK SHOES SIZE 9	686
DECK SHOES WOMENS SIZE 5	8
DECK SHOES WOMENS SIZE 6	14
DECK SHOES WOMENS SIZE 7	24
DECK SHOES WOMENS SIZE 8	41
DENTURE ADHESIVE 1.4 OZ	75
DIARREST 24 CT	7
DOMINOES	51
EXPANDABLE FOLDER 10 X 15	139
EYELINER-BLACK .01 OZ	86
FAMOTIDINE (LIKE ZANTAC) 24 CT	19
FAMOUS AMOS CHOC CHIP 3 OZ	8,294
FIBER ONE OAT & CHOC 1.4 OZ	230
FINGER TOOTHBRUSH	106
FLAMIN HOT CHEETOS 2 OZ	77,929
FLEXBRUSH 4	1,537
FLOSS LOOPS	249
FLOUR TORTILLA 10 CT	17,648
FOAM ROLLERS 10 CT	43
FOLGERS 7 PK	5,973
FRITO HONEY BBQ TWISTS 2 OZ	19,377
FRUIT DRINK 10 PK	932
GARLIC CHILI SAUCE 8 OZ	9,599
GIANT ICED HONEY BUN 6 OZ	54,990
GOLF PENCIL 5 PK	168
GRAPE DRINK 10 PACK	3,764
GRAPE JELLY 1 OZ PACKET	1,723
GYM SHORTS LARGE	23
GYM SHORTS MEDIUM	13
GYM SHORTS X LARGE	53
GYM SHORTS XX LARGE	49
GYM SHORTS XXXL	75
GYNELOTRIMIN 45 GM	5
HERSHEY ALMOND	8,148
HOT CHOCOLATE 5 OZ	10,774
HOT NACHO CHIPS 1.25 OZ	25,081
HOT SAUCE 6 OZ	8,465
HYDROCORTISONE CREAM 1 OZ PKT	1,857
IBUPROFEN 8/2'S	672
INSTANT RICE 8 OZ	15,237
INSULATED MUG	4
IRISH SPRING 3.75 OZ	11,603
IVORY SOAP 4 OZ	5,031
JACK LINKS BIG STICK	2,661
JALAPENO CH SQUEEZER 1 OZ	14,171
JALAPENO PRETZLES 2.25 OZ	28,064
JALAPENO SLICES .7 OZ	7,548
JOLLY RANCHER (ASST) 4.5 OZ	8,509
KETCHUP 10 PK	1,569
KRAFT MAC & CHEESE CUP	10
LARGE BOXER SHORTS	32
LIPSTICK- RED/PINK	98

DESCRIPTION	QUANTITY
LOCK	1
LSS CHILI CHEESE CHIPS 2 OZ	35,163
M&M PEANUT	7,057
MANILA FOLDER	1,382
MAPLE & BROWN SUGAR 5 PK	5,951
MASCARA / BLACK .27 OZ	166
MAYONNAISE (10PK)	9,616
MEDIUM BOXER SHORTS	45
MENNEN SPEED STICK DEOD 1.8 OZ	1,708
MICROWAVE POPCORN	257
MILITARY BRUSH-NO HANDLE	303
MILK OF MAGNESIA 12 OZ	65
MILKY WAY	16,256
MOUTHWASH 8 OZ	414
MT DEW 20 OZ	38
MUSKETEERS	15,087
MUSTARD 10 PK	764
NO MORE FLAKES DANDRUFF 15 OZ	462
ONSET FORTE DECONGESTANT 16 CT	113
OPTIMUM RECOVERY COND 8.5 OZ	343
OPTIMUM RECOVERY SHAMPOO 8.5 OZ	327
ORANGE CRUSH 20 OZ	31
ORANGE SAFETY RAZOR	133
P B & J CRACKER	2,456
PALM COMB	682
PAY DAY	5,618
PEANUT BUTTER PACKET 1.12 OZ	10,934
PEPPERONI STICK	5,780
PEPSI 20 OZ	102
PICANTE BEEF	231,443
PINOCHLE CARDS	926
PLASTIC BOWL	1,318
PLASTIC CUP	375
PLAYING CARDS	1,498
POCKET DICTIONARY	63
PONYTAIL HOLDER	2,308
POP TART ASSORTED	6,909
PORK RIND HOT .875 OZ	53,274
RANCH DRESSING 1.5 OZ	7
READING GLASSES	65
REESE'S PEANUT BUTTER CUP	6,692
REESE'S PIECES 3.5 OZ	6,103
REFRIED BEANS-DEHYDR 8 OZ	11,742
ROLL ON DEODORANT 1.5 OZ	4,624
RUBBER ERASER	1,108
SAFEGUARD ANTIBACTERIAL SOAP 4 OZ	10,708
SAFETY RAZOR	794
SALT & PEPPER SHAKER SET	2,372
SANDALS LARGE	1,168
SANDALS MEDIUM	510
SECRET SOLID DEODORANT 1.7 OZ	2,020
SHAMPOO 4 OZ	905
SHAVE CREAM / GEL 3 OZ	185

DESCRIPTION	QUANTITY
SHAVING CREAM / DEPILATORY 6 OZ	1,604
SKETCH PAD	1,580
SMALL TUNA POUCH 2.5 OZ	9,964
SNICKERS	20,779
SOAP 3.2 OZ	12,189
SOAP DISH	501
SOUR CREAM & CHED RUFFLES 1.5 OZ	31,724
SPANISH / ENGLISH DICTION	51
STAMPED ENVELOPE 5 PACK	4,814
BEEFSTICK JALAPENO 1.44 OZ	7,820
STRAWBERRY JAM 1 OZ PKT	6,353
SUAVE CONDITIONER WATERFALL 12 OZ	944
SUAVE SHAMPOO WATERFALL 12 OZ	2,509
SUAVE SOLID DEODORANT 1.4 OZ	602
SUAVE SOLID DEODORANT 1.4 OZ	275
SUGAR FREE CARMELS 2.75 OZ	126
SUGAR FREE PEPPERMINTS 2.75 OZ	45
SUGAR FREE VANILLA WAFERS 1.5 OZ	148
SUGARLESS CANDY 2.75 OZ	290
SWEETENER 10 PK	24,326
TACO LITO CHIPS 2 OZ	13,832
TAMPONS 8 CT	123
TERIYAKI BEEFSTICK 1.44 OZ	5,813
TGIF BACON CHEDDAR CHIPS 1.75 OZ	14,252
TOOTHPASTE 1.3 OZ	3,208
TRAIL MIX YOGURT 1.75 OZ	4,748
TRIPLE SALAMI	2,604
TUMS 3-ROLL PK	60
TWIX	8,695
ULTRABRITE TOOTHPASTE 6 OZ	3,669
UNSALTED TRAIL MIX 1.75 OZ	79
VANILLA COOKIE 3.71 OZ	36,937
W UNDERWEAR 10	2
W UNDERWEAR 13	2
W UNDERWEAR 5	26
W UNDERWEAR 6	18
W UNDERWEAR 7	12
W UNDERWEAR 8	12
W UNDERWEAR 9	4
WASHCLOTH	957
WORD FIND BOOK	192
WRITING TABLET	4,708
X LARGE BOXER SHORTS	71
XXL BOXER SHORTS	37
YOGURT APPLE MIX 2.5 OZ	17

	<u>Commissary</u>	<u>Web</u>
<u>2015</u>		
5th	\$203,326	\$65,268
4th	\$203,240	\$73,150
3rd	\$268,467	\$94,431
2nd	\$200,406	\$74,590
1st	\$178,766	\$63,188
<u>2014</u>		
12th	\$180,193	\$71,092
11th	\$232,316	\$85,403
10th	\$191,147	\$69,045
9th	\$234,782	\$84,659
8th	\$180,176	\$72,551
7th	\$188,219	\$74,959
6th	\$231,776	\$93,407

Sheriff's Commission Calculation and Cover Sheet

Date		May 21, 2015
Invoice Number		#03486
Gross Sales		\$48,827.97
Tax		
Group 7		\$3,171.89
Group 8		\$849.33
Group 9		\$257.41
Less Stamps		-\$166.60
Less Stamped Envelopes		-\$235.85
Group 020		\$730.61
Taxable Sales		\$4,774.29
Tax Rate		8.225%
Gross Sales		\$48,827.97
Less Imputed Tax		\$392.69
Less Welf/Adm Kit Charges		\$167.50
Less Stamps		-\$166.60
Less Stamped Envelopes		-\$235.85
Net Sales		\$47,865.33
Commission at 50%		\$23,932.67
Welfare Soap Reimbursement		\$194.25
Flexbrush Reimbursement		\$0.00
Commission Due		\$23,738.42

Fresno County Sheriff's Department Commissary Commission Statement

Date	May 21, 2015
Sales	\$48,827.97
Less Sales Tax	\$392.69
Less Welf/Adm Kit Charges	\$167.50
Less Stamps	(\$166.60)
Less Stamped Envelopes	(\$235.85)
Net Sales	\$47,865.33
Commission at 50%	\$23,932.67
Welfare Soap Reimbursement	\$194.25
Flexbrush Reimbursement	\$0.00
Net Commission	\$23,738.42

Fresno County Sheriff's Department Web Sales Commission Statement

Web Sales Commission Calculation

Date		May 21, 2015
Invoice Number		#03486
Gross Web Sales		\$17,527.17
Taxable Web Sales		\$791.28
Tax Rate	8.225%	
Less Imputed Tax		\$65.08
Less Service Fee		\$2,106.50
Net Web Sales		\$15,355.59
Commission Rate	50%	
Commission at 50%		\$7,677.80
Commission Due--Web Sales		\$7,677.80

Soap / Toothbrush Reimbursement for Week of:

5/18/15

thru

5/21/15

Welfare Packs	795	x	\$0.15	\$119.25
Booking Bags	500	x	\$0.15	\$75.00
DSPO Kits	0	x	\$0.15	\$0.00

SOAP TOTAL				\$194.25
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Welfare Packs OAM	0	x	\$0.16	\$0.00
DSPO Kits	0	x	\$0.16	\$0.00

TOOTHBRUSH TOTAL				\$0.00
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TOTAL CHARGE				\$194.25
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DESCRIPTION	COST	MAX
Pocket Dictionary	4.71	5
30 pk Envelopes	1.46	5
Playing Cards	2.36	5
Sketch Pad	1.63	5
Writing Tablet	1.68	5
Stamped Envelopes 5 pk	2.65	5
Book of 10 stamps	4.90	5
Spanish/English Dictionary	4.71	5
Dominoes	5.27	5
Golf Pencils 5 pk	0.67	5
Pinochle Cards	2.36	5
Envelope 9x12	0.79	5
Envelope 10x13	0.84	5
Manila Folder	0.79	5
10x15 Expandable Folder	5.89	5
Rubber Eraser	1.12	5
Word Find Book	2.92	5
NO RETURNS / EXCHANGES ON MEDS		
Aspirin 12/2's (5 grain)	2.24	1
Anti-Histamine / 24 ea.	5.22	1
Decongestant 8/2's (30 mg)	2.41	2
Cetafen Non-Aspirin 12/2's (325 mg)	2.97	1
Ibuprofen 8/2's (200 mg)	3.98	2
Alamag (like Maalox) 12 oz	6.45	1
Tums 3-roll pack	6.40	5
Anti Fungal Foot Cream 1 oz	6.40	3
Hydrocortisone Cream (1 oz packet)	0.39	5
Analgesic Balm (1.25 oz)	2.41	3
Gynelotrimin (45 gm)	17.05	1
Milk of Magnesia 12 oz	6.06	2
Diarrest-Antidiarrheal 12/2's	3.48	2
Benzoyl Peroxide 10% 1.0 oz	6.73	2
Contact Solution 4 oz	7.80	1
Famotidine - compare to Zantac 24 ct	10.10	1
NO RETURNS / EXCHANGES ON MEDS		
Flour Tortilla 10pk	2.13	9
Refried Beans (Dehydrated) 8 oz	4.32	9
Giant Iced Honey Bun 6 oz	1.51	9
Peanut Butter Packet 1.12 oz	0.84	9
Pop Tart Assorted	1.35	9
Salt & Pepper Shaker Set	3.03	9
Instant Rice 8 oz.	2.36	9
Tuna Pouch 2.50 oz	2.50	9
Floss Loops 30 pk	4.19	1

DESCRIPTION	COST	MAX
Plastic Cup	1.40	9
Plastic Bowl	2.24	9
Card-Holiday	2.47	9
Card-Friendship	2.47	9
Card-Birthday	2.47	9
Ponytail Holder	0.34	9
Reading Glasses	10.38	3
Gym Shorts Med	14.95	1
Gym Shorts Large	14.95	1
Gym Shorts X Large	14.95	1
Gym Shorts XX Large	16.95	1
Gym Shorts XXX Large	16.95	1
Deck Shoes Size 7	9.26	3
Deck Shoes Size 8	9.26	3
Deck Shoes Size 9	9.26	3
Deck Shoes Size 10	9.26	3
Deck Shoes Size 11	9.26	3
Deck Shoes Size 12	9.26	3
Deck Shoes Size 13	9.26	3
Deck Shoes Women's Size 5	9.26	3
Deck Shoes Women's Size 6	9.26	3
Deck Shoes Women's Size 7	9.26	3
Deck Shoes Women's Size 8	9.26	3
		w SIZE m
Arch Support Shoe Insert	24.95	3/4
Arch Support Shoe Insert	24.95	5/6
Arch Support Shoe Insert	24.95	6/7 - 7/8
Arch Support Shoe Insert	24.95	8/9 - 9/10
Arch Support Shoe Insert	24.95	10/11 - 11/12
Arch Support Shoe Insert	24.95	12/13
Arch Support Shoe Insert	24.95	14/15
Comfort Support Shoe Insert	14.99	3/4
Comfort Support Shoe Insert	14.99	5/6
Comfort Support Shoe Insert	14.99	6/7 - 7/8
Comfort Support Shoe Insert	14.99	8/9 - 9/10
Comfort Support Shoe Insert	14.99	10/11 - 11/12
Comfort Support Shoe Insert	14.99	12/13
Comfort Support Shoe Insert	14.99	14/15
Women's Underwear each (1) Brown		
Size 5	3.95	2
Size 6	3.95	2
Size 7	3.95	2
Size 8	3.95	2
Size 9	3.95	2
Size 10	4.95	2
Size 11	4.95	2
Size 12	4.95	2
Size 13	4.95	2
Boxer Shorts Brown		
Medium	7.01	3
Large	7.01	3
X-Large	7.01	3
2X-Large	8.13	3
Welfare Pack		1
(\$2.00 or less)		

AGREEMENT

1
2
3 THIS AGREEMENT is made and entered into this 1st day of January, 2015, by and
4 between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter
5 referred to as "COUNTY", and LEGACY INMATE COMMUNICATIONS whose address is 10833
6 VALLEY VIEW STREET, SUITE 150, CYPRESS, CA 90630, hereinafter referred to as
7 "CONTRACTOR".

8 WITNESSETH

9 WHEREAS, COUNTY desires to provide local, IntraLATA (calls within a local
10 Access and Transport), InterLATA (calls that cross Local Access and Transport Area
11 boundaries) and interstate telephone service to inmates incarcerated in COUNTY detention
12 facilities and Victim Notification service to victims of inmates incarcerated in COUNTY detention
13 facilities (cumulatively referred to as "the Services"), and sought bids for the provision of the
14 Services by issuing Request For Proposal ("RFP") 915-5281; and

15 WHEREAS, CONTRACTOR submitted a response to RFP 915-5281 and was
16 determined to be the most responsible respondent by the COUNTY; and

17 WHEREAS, California Penal Code Section 4025(d) provides that there shall be
18 deposited in the Inmate Welfare Fund any money, refund, rebate, or commission received from
19 a telephone company when the money, refund, rebate or commission is attributable to the use
20 of pay telephones which are primarily used by inmates while incarcerated.

21 NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

22 1. OBLIGATIONS OF THE CONTRACTOR

23 CONTRACTOR shall provide the below listed equipment and services
24 pursuant to the terms of RFP 915-5281 and CONTRACTOR's Response to
25 RFP, which are both incorporated herein by this reference:

26 A. Installation and Maintenance of Inmate Telephone Equipment

27 The CONTRACTOR is required to install and maintain a turn-key
28 telephone system for inmate use and other appurtenances (key pad for

1 visiting phones) within the COUNTY'S detention facilities. The system to
2 be installed by CONTRACTOR shall also include a video phone and
3 software visitation system, which shall consist of a minimum of one video
4 phone on a rolling cart. The system must be of an open architecture to
5 allow ease of integration with existing or future systems that operate on
6 either PC based networks, mainframes, or other platforms. The contractor
7 must provide documentation as to the compatibility of their system. The
8 system must meet Americans Disability Act (ADA) requirements and Title
9 15 and Title 24 of the California Code of Regulations.

- 10 i. CONTRACTOR shall be responsible for all ongoing maintenance
11 of all inmate telephone/video system hardware and software at
12 no cost to COUNTY. All repairs and issues arising after hours
13 and on weekends shall be reported through CONTRACTOR's
14 after hours repair service and/or on-site technician's phone
15 number.
- 16 ii. The video phone and software visitation system shall be installed
17 and operational within 30 days of the effective date of this
18 Agreement. CONTRACTOR shall train COUNTY staff on the
19 operation and use of this system within 30 days of the effective
20 date of this Agreement.
- 21 iii. CONTRACTOR shall provide a technician who shall be on-call
22 24 hours a day, seven days a week, and shall respond to all
23 service requests within the escalation plan as stated in
24 CONTRACTOR's Response to RFP 915-5281, pages 69-70.
- 25 iv. CONTRACTOR's technicians shall monthly inspect all inmate
26 telephones/video stations to ensure that all are fully operational.
27 CONTRACTOR's technicians shall respond to all requests for
28 service regarding inmate telephones/video stations, including all

1 hardware and software, and promptly make appropriate repairs
2 at no cost to COUNTY.

3 v. CONTRACTOR's technicians must complete and satisfy the
4 security clearance requirements of COUNTY's Sheriff's
5 Department.

6 vi. At its own expense, CONTRACTOR agrees to provide any
7 additional equipment, including, without limitation, cabling,
8 wiring, and conduit as required for the installation of additional
9 inmate telephones in COUNTY's detention facilities.

10 vii. CONTRACTOR shall designate one or more authorized
11 representatives who shall be the COUNTY'S point of contact.
12 This person(s) shall have full authority to bind CONTRACTOR
13 with respect to all issues.

14 viii. CONTRACTOR shall immediately notify the COUNTY'S
15 designated contacts whenever any portion of the system is "out
16 of service" and provide information about length of down time.
17 CONTRACTOR shall also notify the COUNTY when the system
18 resumes operations.

19 B. O+InterLATA Phone Service

20 CONTRACTOR shall install and provide "0+" InterLATA and Interstate
21 Telephone Service for inmate use within the COUNTY'S detention
22 facilities. CONTRACTOR'S provision of these services shall be at its sole
23 cost and expense. CONTRACTOR shall maintain InterLATA and Interstate
24 inmate telephone services at all times. All repair work shall be done in
25 such a manner as to minimize the disruption of telephone service and
26 assure the integrity of the facility security at all times. CONTRACTOR shall
27 assume all costs associated with providing InterLATA and Interstate inmate
28 telephone service. CONTRACTOR shall be responsible for all billing and

1 collections, but may contract with third parties to perform this function. Any
2 change shall be reported to the COUNTY. CONTRACTOR will assume
3 responsibility for fraudulent billings.

4 C. Provide On-Site Phone Monitoring Capabilities

5 CONTRACTOR shall provide all equipment and services necessary to
6 allow COUNTY to monitor phone activity on all phones, including visiting
7 phones and touch-pads. Monitoring capabilities shall include the ability to
8 record and store phone calls, live monitoring, and to restrict the recording
9 of certain numbers. The system should have the capability of
10 simultaneously recording all inmate calls 24 hours a day, 7 days a week.
11 The CONTRACTOR shall provide the ability for off line storage of call
12 recordings and video recordings. The system shall have robust querying
13 capabilities, which will allow for interactive searches of records using
14 several search and sort criteria, e.g., number called, number of times
15 called, phone initiating call, attempted 3 way calls etc. All video recordings
16 shall be available to COUNTY for 30 days. All phone recordings shall be
17 available to COUNTY for 7 years from termination of this Agreement.
18 CONTRACTOR'S provision of this equipment and services shall be at
19 CONTRACTOR'S sole cost and expense.

20 D. Provide Attorney – Client Privilege

21 CONTRACTOR shall provide all equipment and services necessary to
22 allow COUNTY to enter Attorney telephone numbers to exempt them from
23 automated monitoring capabilities to prevent the monitoring and recording
24 of conversations between Attorneys and their Clients.

25 E. Provide Three Way Call Blocking Capabilities

26 CONTRACTOR shall provide all equipment and services necessary to
27 allow COUNTY to guard against three-way calling, conference calling and
28 call forwarding. System shall disconnect attempted three-way call

1 connections and allow user to generate reports. CONTRACTOR shall be
2 able to demonstrate accuracy of this feature by providing written reports.
3 CONTRACTOR shall be responsible for reimbursing fees, penalties to all
4 parties who are wrongfully charged for calls that result in the failure of the
5 Three Way Blocking Feature and the COUNTY shall receive commission
6 on said calls as if they had been legitimate.

7 F. Provide Call Announcement

8 CONTRACTOR shall provide all equipment and services necessary to
9 allow COUNTY to play a prerecorded message that the receiving party will
10 hear. Announcement shall state that the call is originating from Fresno
11 County Jail and that the call is recorded and may be monitored. The
12 called party shall be informed of the cost of the call prior to accepting the
13 call, on all types of collect calls. Instructions for recipient to accept, reject,
14 or block calls by pressing a keypad number shall be given. The
15 announcement message shall provide the called party with the identity of
16 the calling party and provide the called party with the opportunity to accept
17 or reject the call. The conversation shall be blocked until the called party
18 accepts the call. The called party shall be able to provide positive
19 acceptance and active consent of the telephone call or reject a call from a
20 rotary dial or pulse dial telephone. The system shall have the capability of
21 permitting the called party to block all future calls from the County Jail.

22 G. Provide Private Call Blocking

23 CONTRACTOR shall provide all equipment and services necessary to
24 allow COUNTY to block any telephone number from being dialed and
25 called.

26 H. Provide Call Duration

27 CONTRACTOR shall provide all equipment and services necessary to
28

1 allow COUNTY to adjust the duration of phone calls by individual inmate
2 telephone. Before termination of the call, there should be an audible
3 warning notifying the inmate that the call is about to be terminated. The
4 audible warning should be given ten (10) seconds before terminating the
5 call and a written warning should be given ten (10) seconds before
6 terminating a video phone visitation

7 I. Provide Call Management

8 CONTRACTOR shall provide all equipment and services necessary to
9 provide automated voice recognition prompts in English. The system shall
10 be capable of providing automated operator voice prompts (Pre-Recorded)
11 in Spanish, Hmong, Vietnamese, Lao, and Punjabi at no extra cost to the
12 COUNTY. Modification to or additional languages shall be made at no
13 extra cost to the COUNTY. No more than ten (10) languages are available
14 on the system at any given time, as set forth in CONTRACTOR's
15 Response to RFP 915-5281, pg. 84. Any voice prompt required during the
16 operation of the inmate telephone shall be clear and concise.

17 J. Provide Fraud Detection and Prevention

18 CONTRACTOR shall provide all equipment and services necessary for the
19 detection and prevention of fraudulent phone calls. CONTRACTOR will
20 provide a plan for accomplishing this goal. COUNTY will bear no
21 responsibility for the loss of revenue as a result of fraudulent use of the
22 telephone service. Fraudulent calls shall be the sole responsibility of the
23 CONTRACTOR. Fraudulent calls include but are not limited to unbillable
24 calls, uncollectible calls and any revenue shortage associated with these.

25 K. Provide Inmate Information Telephonic Requests

26 CONTRACTOR shall provide all equipment and services necessary to
27 allow inmates to access "Inmate Information" over the telephone system to
28 automate Inmate Requests. The system will integrate with the COUNTY's

1 Sheriff's Office's (the "Sheriff's Office") Custody Management System
2 (Motorola, OffenderTrak) to provide inmates information regarding their
3 custodial status, e.g., charges, court date, bail amount, commissary
4 account balance, visiting hours remaining, etc. Information prompts shall
5 be available in English, Spanish, Hmong, Vietnamese, Lao, and Punjabi.
6 Modification to or additional languages shall be made at no extra cost to
7 the COUNTY. The "Inmate Information" system shall provide security
8 measures based on multiple Personal Identification Numbers (PIN's)
9 and/or biometrics to prevent unauthorized access to inmate information.
10 The telephone sets used for "Inmate Information" requests shall be
11 separate from those telephones currently used to make outside calls, but
12 may include the video phone when not in use for visiting. There shall be at
13 least one new "Inmate Information" telephone in each housing pod or dorm
14 (approximately 77). The telephone sets used for Inmate Information shall
15 not be capable of making outside calls when functioning as the "Inmate
16 Information" system. The "Inmate Information" system telephones shall be
17 capable of being programmed by the COUNTY to schedule time for
18 "Inmate Information" requests and regular use for outside calling.
19 CONTRACTOR may have the option of providing access to the Inmate
20 Information System from any inmate telephone upon approval from the
21 COUNTY.

22 CONTRACTOR shall provide a list of formats their system will accept
23 inmate data from the COUNTY, e.g., XML, Text File, and methods for
24 delivering the data.

25 L. Provide Public Telephonic "Inmate Information" Requests

26 CONTRACTOR shall provide all equipment and services necessary to
27 allow the general public to access Fresno County Jail's "Inmate
28 Information" and other general information made available by the Sheriff's

1 Office. The system will integrate with the Sheriff's Office's Custody
2 Management System (Motorola, OffenderTrak) to provide "Inmates
3 Information", e.g., charges, court date, bail amount, commissary account
4 balance, visiting hours remaining, release date, facility information, etc.

5
6 The system shall be accessed by the general public by dialing a Local or
7 Toll Free Number from any standard land Line or Cell Phone. There shall
8 be no cost to the public. Voice recognition Information prompts shall be
9 available in English. Prerecorded information prompts shall be available in
10 Spanish, Hmong, Vietnamese, Lao, and Punjabi. Modification to or
11 additional languages shall be made at no extra cost to the COUNTY.

12
13 The "Public Telephonic Inmate Information Service" shall be available 24
14 hours a day and 365 days a year. CONTRACTOR shall provide a list of
15 formats their system that will accept inmate data from the COUNTY, e.g.,
16 XML, Text File, and methods for delivering the data. CONTRACTOR
17 shall develop, provide and maintain the content for web pages that can be
18 incorporated to the Sheriff's Website (<http://www.fresnosheriff.org>) that
19 informs the public of this telephonic/video service. The web pages shall
20 make available or link the same information found in the telephone-video
21 service. See "Inmate Info" at <http://www.fresnosheriff.org>.

22
23 M. Maintain Automated Victim Notification System (VINE)

24 CONTRACTOR shall be responsible for paying all charges associated with
25 the Victim Information Notification Everyday System (VINE), which is
26 currently in use at the Fresno County Detention Facility. This includes all
27 monthly charges, upgrades, and multiple language versions requested by
28

1 the COUNTY. Minimum features currently in place, which are to be
2 maintained:

- 3 • Full integration with existing Correctional Management System
4 (CMS) Motorola, OffenderTrak
- 5 • Automated dial in query of inmate status
- 6 • Automated registration of victims
- 7 • Letter generation
- 8 • Advanced voice recognition technology
- 9 • Automated notification
- 10 • Message confirmation
- 11 • Complete audit reports
- 12 • Foreign language capabilities

13
14 N. Provide Fair Rates to Inmates and Their Families

15 CONTRACTOR shall provide fair rates to inmates and their families.
16 Charges for calls shall not exceed Federal Communications Commission
17 Rates, California Public Service Commission tariffs and schedules. The
18 Call Rate Structure – Option 2, set forth in CONTRACTOR's Response to
19 RFP 915-5281, page 124 shall be applicable to this Agreement.

20 O. Provide Site Administrator/Account Executive Availability

21 CONTRACTOR shall provide dependable, consistent, readily available
22 technical support and customer service support. CONTRACTOR will have
23 one individual (Site Administrator/Account Executive) for user to contact
24 regarding the service provided and the administration of the contract. The
25 Site Administrator/Account Executive must be able to respond on site when
26 requested by the COUNTY within a reasonable amount of time, but in no
27 case later than (3) three hours. CONTRACTOR shall notify the COUNTY
28 in writing within 5 (five) days of any change in the Site Administrator.

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P. Provide a Detailed Service Response Plan

CONTRACTOR will provide a detailed plan for reporting problems with the system and how requests for service will be handled as referenced in CONTRACTOR's Response to RFP 915-5281, pages 64 and 66-70. Service must be available 24 hours a day and 365 days a year. Plan needs to include whom to contact, phone numbers and pager numbers of contact person, response time for completion of repairs, and a detailed plan of how the vendor will correct potential problems.

Q. Provide a Detailed Transition Plan From Current Service to New Service To Be Provided By CONTRACTOR

CONTRACTOR will be required to coordinate the video phone stations with the COUNTY to allow for an uninterrupted transition and implementation of these new services. CONTRACTOR shall provide a detailed plan showing how the transition will take place.. Included in the plan should be a summary of any potential problems that may occur as a result of the change in service and how the CONTRACTOR will correct potential problems. Milestone actions such as transition plan and activities that would impact the current telephone use and anticipated lengths of time for each action that require the telephones to be "out of service" shall also be included, with minimum down-time and loss of data, and a seamless conversion to the new video phone system. The CONTRACTOR shall provide a list of personnel, including contact information, responsible for every milestone.

R. Sheriff's Office (IWF) Compensation

CONTRACTOR shall pay the Sheriff's Office any money, refund, rebate, or commission that is attributed to the use of pay telephones which are primarily used by inmates while incarcerated as referenced in CONTRACTOR's response to RFP 915-5281 Option 2 pgs. 124-125.

1 CONTRACTOR shall pay the Sheriff's Office a commission of 77% of all
2 billable revenue for the telephone and a commission of 65% for the video
3 phone visitation. Commissions shall be based on total gross billings, with
4 no deductions for fraud, line charges, equipment charges, uncollected or
5 uncollectible charges and billings, or other fees. CONTRACTOR shall
6 provide payment to the Sheriff's Office based on calls made between the
7 first day of the month and the last day of the same month and shall pay
8 monthly commissions by the 20th day of the month following the month in
9 which the revenue was generated. Monthly payment made by
10 CONTRACTOR to COUNTY shall be accompanied by a summary and
11 detailed documentation to support each commission payment type.
12 Monthly remittance shall be accompanied by a detailed usage report,
13 which shall be made available in a hardcopy as well as an electronic
14 spreadsheet form, e.g., MS Word, MS Excel. CONTRACTOR shall provide
15 COUNTY a year-end report by the 5th day of January for the preceding
16 year. The Sheriff's Office shall deposit in the Inmate Welfare Fund (IWF)
17 all commission amounts received from contractor under this Agreement.

- 18 a. Failure to provide the commission and/or monthly or year-
19 end reports within the time frames stated above shall
20 result in a penalty of \$1,000 daily charge everyday that
21 the commission/report is late.

22 S. Equipment to be Provided by CONTRACTOR

23 CONTRACTOR shall purchase and provide to the COUNTY the below
24 listed equipment:

- 25 i. Three acoustically coupled telecommunication devices for the
26 deaf ("TDD'&') for use by inmates. All rights, title and interest
27 to such TDD's will be in the COUNTY, and the COUNTY will
28 be responsible for maintaining such TDD's.

1 ii. Continue to provide and support correctional grade phones
2 (approximately 381) in COUNTY'S detention facilities as
3 referenced in CONTRACTOR's Response to RFP 915-5281,
4 pages 44 and 97.

5 iii. Continue to provide and support a minimum of 77 "Inmate
6 Information" correctional grade phones in COUNTY'S detention facilities as
7 referenced in CONTRACTOR's response to RFP 915-5281, pages 86-87.

8 T. Provide Upgrades and Expansion

9 CONTRACTOR shall provide all upgrades to hardware and software to
10 keep the telephone system in compliance with all state and federal rules
11 and regulations at no cost to the County. Any future upgrades to hardware
12 and software to keep the telephone system in compliance with all state and
13 federal rules and regulations shall be accomplished within 90 days. Any
14 upgrades necessary to keep the telephone system current with other
15 correctional agency systems within California shall be accomplished within
16 90 days.

17
18 All upgrades shall be accomplished after provision of a list of
19 milestone actions and anticipated lengths of time for each action
20 that require the telephones to be "out of service", with minimum
21 down-time and data loss, and seamless transitions.

22 CONTRACTOR'S telephone system must be expandable to any
23 additional facilities that are added at the COUNTY's discretion.
24 All additional hardware, software, and any additional equipment,
25 including, without limitation, cabling, wiring and conduit (if not
26 shared with COUNTY equipment) as required for the installation of
27 additional inmate telephones shall be supplied, installed, and
28 maintained, at the expense of the CONTRACTOR.

1 U. Install and Maintain Value Added Equipment and Service

2 i. CONTRACTOR will continue to support: AIS (Automated Information
3 System), Real-Time Cellular Telephone GPS Tracking, WatchWord +
4 Audio Mining Word Search Utility and Security Officer Check-In Utility.

5 ii. CONTRACTOR will add if requested from the COUNTY: Cannon
6 SecurPASS Whole Body Digital Security Imaging System, Free Re-Entry
7 Debit Calling Card, State of the Art Cellular Telephone Detection Devices
8 (Wolfhound Lite Telephone Detector), Inmate Tip Line and Inmate E-mail
9 and Voice Messaging Service as specified in CONTRACTOR's Response
10 to RFP 915-5281 pages 120-121.

11 V. Assembly Bill 1876 (Quirk) Phone Justice Bill

12 If Assembly Bill 1876 (Quirk) Phone Justice Bill is enacted and becomes
13 law, CONTRACTOR and COUNTY will work together to make necessary
14 amendments to this Agreement.

15
16 2. OBLIGATIONS OF THE COUNTY

17 COUNTY grants CONTRACTOR permission to provide all local, IntraLATA, InterLATA and
18 interstate telephone and video visitation service for inmate use within the COUNTY's detention
19 facilities listed below.

Name of Facility	Address
Main Detention Facility	1225 "M" Street
	Fresno, CA 93721
South Annex Jail	2280 Fresno Street
	Fresno, CA 93721
North Annex Jail	1265 "M" Street
	Fresno, CA 93721

1	Satellite Jail	110 "M" Street
2	(Not currently in use for inmate housing)	Fresno, CA 93721
3	West Annex Jail	TBD
4	(Not currently built – in –progress and may not be completed during the term of	
5	this agreement).	

6 Currently, the COUNTY's detention facilities have a bed capacity of 3291 and approximately 491
7 inmate telephone lines. Currently, COUNTY's detention facilities have a normal inmate capacity
8 of about 80% to 90% of the total beds available. However, the actual number of inmates in
9 COUNTY's detention facilities can vary from the norm due to detention facility management
10 issues and the Federal Consent Decree releases.

11 A. COUNTY shall afford CONTRACTOR, its officer, agents or contractors,
12 reasonable access to the inmate Local, IntraLATA, InterLATA and Interstate telephone system(s),
13 to perform routine inspections and make necessary repairs.

14 B. COUNTY agrees that all products and software located at COUNTY's
15 detention facilities by CONTRACTOR pursuant to this Agreement shall at all times remain the
16 property of CONTRACTOR.

17 3. TERM

18 This Agreement shall become effective on the 1st day of January, 2015 and
19 shall terminate on the 31st day of December, 2017. This Agreement shall automatically be
20 extended for one additional twelve (12) month period, January 1, 2018– December 31, 2018 upon
21 the same terms and conditions herein set forth, unless written notice of non-renewal is given by
22 either of the Parties to the other Party no later than November 1, 2017. If this Agreement is so
23 renewed, then this Agreement shall automatically be extended for one additional twelve (12)
24 month period, January 1, 2019 – December 31, 2019 upon the same terms and conditions herein
25 set forth, unless written notice of non-renewal is given by either of the Parties to the other Party no
26 later than November 1, 2018.

27 4. TERMINATION

28 A. Non-Allocation of Funds - The terms of this Agreement, and the services to

1 be provided thereunder, are contingent on the approval of funds by the appropriating government
2 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
3 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
4 notice.

5 B. Breach of Contract - The COUNTY may immediately suspend or terminate
6 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 7 1) An illegal or improper use of funds;
- 8 2) A failure to comply with any term of this Agreement;
- 9 3) A substantially incorrect or incomplete report submitted to the
10 COUNTY;
- 11 4) Improperly performed service.

12
13 C. Without Cause - Under circumstances other than those set forth above,
14 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
15 notice of an intention to terminate to CONTRACTOR.

16 5. COMPENSATION/INVOICING:

17 CONTRACTOR shall pay COUNTY as referenced in CONTRACTOR'S response to RFP 915-
18 5281, pages 96-97 and pursuant to the commission structure under option 2 on pages 124-125.
19 CONTRACTOR shall make payment to COUNTY on a monthly basis within twenty (20) days of
20 the end of each month.

21
22 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and
23 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
24 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
25 employees will at all times be acting and performing as an independent contractor, and shall act in
26 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
27 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
28 direct the manner or method by which CONTRACTOR shall perform its work and function.

1 However, COUNTY shall retain the right to administer this Agreement so as to verify that
2 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

3 CONTRACTOR and COUNTY shall comply with all applicable provisions of
4 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
5 matters the subject thereof.

6 Because of its status as an independent contractor, CONTRACTOR shall have
7 absolutely no right to employment rights and benefits available to COUNTY employees.
8 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
9 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
10 responsible and save COUNTY harmless from all matters relating to payment of
11 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
12 regulations governing such matters. It is acknowledged that during the term of this Agreement,
13 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
14 Agreement.

15 7. MODIFICATION: Any matters of this Agreement may be modified from time
16 to time by the written consent of all the parties without, in any way, affecting the remainder.

17 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
18 Agreement nor their rights or duties under this Agreement without the prior written consent of the
19 other party.

20 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
21 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees
22 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or
23 resulting to COUNTY in connection with the performance, or failure to perform, by
24 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all
25 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
26 firm, or corporation who may be injured or damaged by the performance, or failure to perform,
27 of CONTRACTOR, its officers, agents, or employees under this Agreement.

28 10. INSURANCE

1 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any
2 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
3 following insurance policies:

4 A. Commercial General Liability

5 Commercial General Liability Insurance with limits of not less than One
6 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
7 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
8 specific coverages including completed operations, products liability, and contractual liability,
9 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
10 necessary because of the nature of this contract.

11 B. Automobile Liability

12 Comprehensive Automobile Liability Insurance with limits for bodily injury of
13 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
14 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
15 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
16 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used
17 in connection with this Agreement.

18 C. Professional Liability

19 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
20 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less
21 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)
22 annual aggregate.

23 D. Worker's Compensation

24 A policy of Worker's Compensation insurance as may be required by the
25 California Labor Code.

26 CONTRACTOR shall obtain endorsements to the Commercial General Liability
27 insurance naming the County of Fresno, its officers, agents, and employees, individually and
28 collectively, as additional insured, but only insofar as the operations under this Agreement are

1 concerned. Such coverage for additional insured shall apply as primary insurance and any other
2 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
3 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
4 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
5 written notice given to COUNTY.

6 Within Thirty (30) days from the date CONTRACTOR signs and executes this
7 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
8 above for all of the foregoing policies, as required herein, to the County of Fresno, Captain
9 Jennifer Horton, 1225 "M" Street, Fresno, California, 93721 stating that such insurance coverage
10 have been obtained and are in full force; that the County of Fresno, its officers, agents and
11 employees will not be responsible for any premiums on the policies; that such Commercial
12 General Liability insurance names the County of Fresno, its officers, agents and employees,
13 individually and collectively, as additional insured, but only insofar as the operations under this
14 Agreement are concerned; that such coverage for additional insured shall apply as primary
15 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
16 and employees, shall be excess only and not contributing with insurance provided under
17 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
18 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

25 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
26 business hours, and as often as the COUNTY may deem necessary, make available to the
27 COUNTY for examination all of its records and data with respect to the matters covered by this
28 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to

1 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
2 with the terms of this Agreement.

3 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
4 shall be subject to the examination and audit of the Auditor General for a period of three (3) years
5 after final payment under contract (Government Code Section 8546.7).

6 12. NOTICES: The persons and their addresses having authority to give and
7 receive notices under this Agreement include the following:

8	<u>COUNTY</u>	<u>CONTRACTOR</u>
9	COUNTY OF FRESNO SHERIFF	LEGACY INMATE
10	2200 Fresno Street	COMMUNICATIONS
11	Fresno, CA 93721	10833 VALLEY VIEW STREET
12	Attention: Business Manager	SUITE 150
		CYPRESS, CA 90630
		Attention: President

13 Any and all notices between the COUNTY and the CONTRACTOR provided
14 for or permitted under this Agreement or by law shall be in writing and shall be deemed duly
15 served when personally delivered to one of the parties, or in lieu of such personal services, when
16 deposited in the United States Mail, postage prepaid, addressed to such party.

17 13. GOVERNING LAW: Venue for any action arising out of or related to this
18 Agreement shall only be in Fresno County, California.

19 The rights and obligations of the parties and all interpretation and performance
20 of this Agreement shall be governed in all respects by the laws of the State of California.

21 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS: This provision is only
22 applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit
23 corporation) or if during the term of this agreement, the CONTRACTOR changes its status to
24 operate as a corporation.

25 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
26 transactions that they are a party to while CONTRACTOR is providing goods or performing
27 services under this agreement. A self-dealing transaction shall mean a transaction to which the
28 CONTRACTOR is a party and in which one or more of its directors has a material financial
interest. Members of the Board of Directors shall disclose any self-dealing transactions that they

1 are a party to by completing and signing a Self-Dealing Transaction Disclosure Form (Exhibit A)
2 and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
3 immediately thereafter.

4 13. ENTIRE AGREEMENT: This Agreement, including RFP 915-5281 and
5 CONTRACTOR's response thereto, constitutes the entire agreement between the
6 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all
7 previous Agreement negotiations, proposals, commitments, writings, advertisements, publications,
8 and understanding of any nature whatsoever unless expressly included in this Agreement.

9 In the event of any inconsistency in interpreting the documents which
10 constitute this Agreement, the inconsistency shall be resolved by giving precedence in the
11 following order of priority: (1) the text of this Agreement; (2) to RFP 915-5281; and (3) the
12 CONTRACTOR'S response to RFP 915-5281.

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**AGREEMENT BETWEEN THE COUNTY OF FRESNO AND
LEGACY INTERNATIONAL, INC. dba LEGACY INMATE COMMUNICATIONS &
LEGACY CONTACT CENTER SERVICES FOR INMATE TELEPHONE SERVICES**

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

1 COUNTY OF FRESNO:

LEGACY INTERNATIONAL, INC.

2
3 Deborah A. Prohigian
4 Chairman, Board of Supervisors

Curtice A. Brown
President and Chief Financial Officer

5
6 REVIEWED & RECOMMENDED FOR
7 APPROVAL:

Rafael Quinto
Vice President of Operation

8 Margaret Mims
9 Margaret Mims, Sheriff

10 APPROVED AS TO LEGAL FORM:

11 Daniel C. Cederborg
12 Daniel C. Cederborg, County Counsel

13 APPROVED AS TO ACCOUNTING FORM:

14
15 Vicki Crow
16 Vicki Crow, C.P. A., Auditor Controller/Treasurer-Tax Collector

17 ATTEST:
18 Clerk to the Board of Supervisors

19
20 Susan Bishop
21 Deputy Clerk

22 Fund: 2250
23 ORG: 31114008
24 S/C 33400
25 Acct. No.: 3402
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1 **Exhibit A**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

3
4 In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a
5 contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing
6 transactions that they are a party to while providing goods, performing services, or both for the County. A self-
7 dealing transaction is defined below:

8 *"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of
9 its directors has a material financial interest"*

10 The definition above will be utilized for purposes of completing this disclosure form.

11 INSTRUCTIONS

- 12 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- 13 (2) Enter the board member's company/agency name and address.
- 14 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a
15 minimum, include a description of the following:
- 16 a. The name of the agency/company with which the corporation has the transaction; and
 - 17 b. The nature of the material financial interest in the Corporation's transaction that the board
18 member has.
- 19 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the
20 Corporations Code.
- 21 (5) Form must be signed by the board member that is involved in the self-dealing transaction described in
22 Sections (3) and (4).
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(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	