COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 952-5395

DAY REPORTING FOR ADULT OFFENDERS

Issue Date: November 10, 2015

Closing Date: DECEMBER 15, 2015

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Gary E. Cornuelle, phone (559) 600-7114 or e-mail gcornuelle@co.fresno.ca.us.

Check County of Fresno Purchasing's website at https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx for any future addenda.

Please submit all Proposals to:

County of Fresno - Purchasing 4525 E. Hamilton Avenue, 2nd Floor Fresno, CA 93702-4599

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Reguests For Proposals (RFP's) And Reguests For Quotations (RFO's)".

COMPANY				
ADDRESS				
CITY			STATE	ZIP CODE
()	()			
TELEPHONE NUMBER	FACSIMILE NUMBER		E-MAIL ADDRE	SS
SIGNATURE (IN BLUE INK)				
PRINT NAME		TITLE		
PURCHASING USE: GEC:ssj		ORG/Requisition: 3430030	00 / 3431600221	

COUNTY OF FRESNO PURCHASING

STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

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

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) DO NOT include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.
- 5. W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed <u>IRS Form W-9 - Request for Taxpayer Identification Number and</u>

<u>Certification and a California Form 590 Withholding Exemption Certificate</u> if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

- default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

17. CONFIDENTIALITY:

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

Vendor shall submit to County's monitoring of said compliance.

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

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

- A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

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

21. DISCLOSURE - CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

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

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

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

22. DATA SECURITY:

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

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

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

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information,

data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

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

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (second floor), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1* New Year's Day

Third Monday in January Martin Luther King, Jr.'s Birthday

Third Monday in February Washington - Lincoln Day

March 31* Cesar Chavez' Birthday

Last Monday in May Memorial Day

July 4* Independence Day

First Monday in September Labor Day

November 11* Veteran's Day

Fourth Thursday in November Thanksgiving Day

Friday following Thanksgiving

December 25* Christmas

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

ADMINISTRATIVE POLICY NUMBER 5

Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

<u>Policy Statement</u>: Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

<u>Management Responsibility</u>: It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

ADMINISTRATIVE POLICY NUMBER 34

Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

<u>Definitions</u>: Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

<u>Policy Statement:</u> Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The

^{*} When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be

coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

<u>Management Responsibility</u>: The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

ADMINISTRATIVE POLICY NUMBER 71

Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

<u>Policy Statement</u>: Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

<u>Management Responsibility</u>: Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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OVERVIEW

The County of Fresno on behalf of the Probation Department is requesting proposals from qualified vendors to operate a Day Reporting Center for adult offenders. The target age group is 18 to 25 years of age; however, older offenders may be considered for the program based upon the success rate as defined in Senate Bill 678. The County reserves the sole right to set the target population parameters. The Day Reporting Center (DRC) shall maintain a minimum of fifty (50) slots for adult offenders that are on felony probation in lieu of prison and provide individualized evidence-based programming to them. It is possible the program could expand in increments of 10 slots up to 100 slots. The proposed program shall be six (6) months in length, starting with an intensive first phase and gradually lessening in intensity in subsequent phases. An aftercare program is also desired. Minimum hours of operation will be Monday – Friday, 8:00 a.m. to 8:00 p.m. and a minimum of four (4) hours on Saturdays and Sundays. It is anticipated the contract with the selected vendor will be for three (3) years with two (2) optional one (1) year extensions.

Programming

DRC programming shall include but not be limited to: daily check-ins, random drug testing, job skills training/placement, substance abuse counseling, anger management, family and parenting counseling, educational services/GED, life skills, relapse prevention, and mental health assessment. Staff providing direct services will meet minimum state certification requirements for each specific discipline, i.e., substance abuse counseling, family and parenting counseling, and mental health assessment.

Programming provided at the DRC must use evidence-based cognitive behavior therapies, addressing criminogenic needs and be designed to reduce recidivism. Respondents to the RFP must demonstrate a comprehensive understanding of these concepts. Interested vendors responding to the RFP shall propose the curriculum and programming to be provided in the DRC and shall provide detailed information on the curriculum and programming proposed. The County reserves the right to negotiate curriculum and programming selection.

Location/Space

The Probation Department will provide the vendor with space to operate the DRC at 2212 N. Winery, Suite 122, Fresno, CA 93703. The vendor will be sharing the suite with the Probation Department's Drug Suppression Unit. Approximately 4,000 sq. ft. will be available for the DRC. The shared suite has two locking doors to separate a majority of the Probation space from the DRC space. Probation will have access to both areas in order to utilize shared space such as the staff restrooms, conference and break rooms. DRC will not have access to the Probation areas on the East side of the building. The doors block the hallway in the Southeast corner outside offices 15 and 17 and in the Northeast corner outside offices 4 and 5. See attached site map (Attachment A) which delineates DRC space, Probation space, and shared space. The DRC entrance is in the Southwest corner of the building and Probation's entrance is in the Northwest corner. There is a non-secured parking area for DRC and Probation staff and clients, which is lit at night.

The County will be paying the lease, which includes janitorial services and restroom supplies, as well as paying for water/sewer/garbage and utilities (PG&E) costs. The County has a contract for security alarm maintenance and monitoring, which it pays for, and County security checks on the building. The County will be providing space only to the vendor. The vendor will be responsible for providing everything else, i.e., furniture, equipment, supplies, telephones, etc. The vendor will ensure the DRC facility is secure by providing adequate supervision during hours of operation.

KEY DATES

RFP Issue Date: November 10, 2015

Vendor Conference: November 19 at 10:00 A.M.

Vendors are to contact Gary E. Cornuelle at(559) 600-7114 if planning to attend vendor

4525 E. Hamilton Avenue, 2nd Floor

conference. Fresno, CA 93702

Deadline for Written Requests for November 24 at 10:00 A.M.
Interpretations or Corrections of RFP:

E-Mail: gcornuelle@co.fresno.ca.us

RFP Closing Date: December 15, 2015 at 2:00 P.M.

County of Fresno Purchasing 4525 E. Hamilton Avenue, 2nd Floor

Fresno, CA 93702

Site Inspection: November 19 at 11:00 A.M.

Probation DSU

2212 N. Winery Avenue, Suite 122

Fresno, CA 93703

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

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

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

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

TRADE SECRET ACKNOWLEDGEMENT

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

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:		
(Company Name)	Has submitted information identified as Trade Secrets in a separate marked binder.**	
	Has <u>not</u> submitted information identified as Trade — Secrets. Information submitted as proprietary	
(Company Name)	confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.	
ACKNOWLEDGED BY:		
	()	
Signature (In Blue Ink)	Telephone	
Print Name and Title	Date	
	Address	
City	State Zip	
**Bidders brief statement that clearly sets out the Government Code definition.	e reasons for confidentiality in conforming with the California	

DISCLOSURE - CRIMINAL HISTORY & CIVIL ACTIONS

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

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

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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

Signature: (in blue ink)		Date:		
	(Printed Name & Title)		(Name of Agency or Company)	

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm:

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: Address:	Contact:				
City:Phone No.: (Service Provided:)	Date:	State:	Zip:	
Reference Name: Address:		C	ontact:		
City: Phone No.: (Service Provided:)	Date:	State:	Zip:	
Reference Name: Address:	,	C	ontact:		
City: Phone No.: (Service Provided:)	Date:	State:	Zip:	
Reference Name: Address:		C	ontact:		
City: Phone No.: (Service Provided:		Date:	State:	Zip:	
Reference Name: Address:		C	ontact:		
City: Phone No.: (Service Provided:)	Date:	State:	Zip:	

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

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

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

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

entities of the state of the st
Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.
No, we will not extend contract terms to any agency other than the County of Fresno.
No, we will not extend contract terms to any agency other than the county of Fresho.
(Authorized Signature in Blue Ink)
Title

^{*} Note: This form/information is not rated or ranked in evaluating proposal.

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

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

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

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

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

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

BIDDERS LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

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

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

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

ACQUISITIONS: The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

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

- 1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
- 2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
- 3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.

- 4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
- 5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
- 6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 - POST-SEPARATION EMPLOYMENT PROHIBITED

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

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

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

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

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

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

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

A. Commercial General Liability

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

B. Automobile Liability

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

C. Professional Liability

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

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

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

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

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Probation Department, Attn: Danielle Wood, 3333 E. American Avenue, Suite B, Fresno, CA 93725, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

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

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

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

DEFAULT: In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

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

Vendor shall submit to County's monitoring of said compliance.

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

those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

APPEALS: Appeals must be submitted in writing within *seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within *seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP: The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

BIDDING INSTRUCTIONS AND REQUIREMENTS

ISSUING AGENT: This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

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

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

VENDOR CONFERENCE: On November 19, 2015 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Gary E. Cornuelle at County of Fresno Purchasing, (559) 600-7114, if they are planning to attend the conference.

**SITE INSPECTION: Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination. The date(s) inspection will be held is:

DATE: November 19, 2015

<u>TIME</u>: 11:00 A.M.

LOCATION: Probation DSU

2212 N. Winery Avenue, Suite 122

Fresno, CA 93703

After a brief meeting at the Purchasing office, we will be departing to various sites that pertain to this project. It is anticipated that it will take one (1) hour to cover all sites. It is essential that you contact the Gary E. Cornuelle so that the County is aware how many will be attending so that all will be accommodated.

NUMBER OF COPIES: Submit **one (1) original and six (6) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than November 24, 2015 at 10:00 a.m. Questions must be directed to the attention of Gary E. Cornuelle, Purchasing Manger.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to gcornuelle@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, complied or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by email remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

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

SCOPE OF WORK

The County of Fresno on behalf of the Probation Department is requesting proposals from qualified vendors to operate a Day Reporting Center for adult offenders. The target age group is 18 to 25 years of age; however, older offenders may be considered for the program based upon the success rate as defined in Senate Bill 678. The County reserves the sole right to set the target population parameters. The Day Reporting Center (DRC) shall maintain a minimum of fifty (50) slots for adult offenders that are on felony probation in lieu of prison and provide individualized evidence-based programming to them. It is possible the program could expand in increments of 10 slots up to 100 slots. The proposed program shall be six (6) months in length, starting with an intensive first phase and gradually lessening in intensity in subsequent phases. An aftercare program is also desired. Minimum hours of operation will be Monday – Friday, 8:00 a.m. to 8:00 p.m. and a minimum of four (4) hours on Saturdays and Sundays. It is anticipated the contract with the selected vendor will be for three (3) years with two (2) optional one (1) year extensions.

Location/Space

The Probation Department will provide the vendor with space to operate the DRC at 2212 N. Winery, Suite 122, Fresno, CA 93703. The vendor will be sharing the suite with the Probation Department's Drug Suppression Unit. Approximately 4,000 sq. ft. will be available for the DRC. The shared suite has two locking doors to separate a majority of the Probation space from the DRC space. Probation will have access to both areas in order to utilize shared space such as the staff restrooms, conference and break rooms. DRC will not have access to the Probation areas on the East side of the building. The doors block the hallway in the Southeast corner outside offices 15 and 17 and in the Northeast corner outside offices 4 and 5. See attached site map (Attachment A) which delineates DRC space, Probation space, and shared space. The DRC entrance is in the Southwest corner of the building and Probation's entrance is in the Northwest corner. There is a non-secured parking area for DRC and Probation staff and clients, which is lit at night.

The County will be paying the lease, which includes janitorial services and restroom supplies, as well as paying for water/sewer/garbage and utilities (PG&E) costs. The County has a contract for security alarm maintenance and monitoring, which it pays for, and County security checks on the building. The County will be providing space only to the vendor. The vendor will be responsible for providing everything else, i.e., furniture, equipment, supplies, telephones, etc. The vendor will ensure the DRC facility is secure by providing adequate supervision during hours of operation.

Hours of Operation

The DRC shall be able to provide monitoring and treatment services seven (7) days a week, excluding County holidays (New Year's Day, Martin Luther King Day, Presidents' Day, Caesar Chavez Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day), with office hours that can accommodate the work schedules of the clientele. The minimum hours of operation will be Monday – Friday, 8:00 a.m. to 8:00 p.m. as well as a minimum of 4 hours of operation on Saturdays and Sundays. Interested vendors shall confirm agreement to these requirements and provide the proposed hours of operation for weekends.

Programming

DRC programming shall include but not be limited to: daily check-ins, random drug testing, job skills training/placement, substance abuse counseling, anger management, family and parenting counseling, educational services/GED, life skills, relapse prevention, and mental health assessment. Staff providing direct services will meet minimum state certification requirements for each specific discipline, i.e., substance abuse counseling, family and parenting counseling, and mental health assessment.

Programming provided at the DRC must use evidence-based cognitive behavior therapies, addressing criminogenic needs and be designed to reduce recidivism. Respondents to the RFP must demonstrate a comprehensive understanding of these concepts. Interested vendors responding to the RFP shall propose the curriculum and programming to be provided in the DRC and shall provide detailed information on the curriculum and programming proposed. The County reserves the right to negotiate curriculum and programming selection.

The vendor shall have an individualized case plan for each program participant based on the Risk Assessment provided by the Probation Department.

Programming Components:

Daily Check-ins

Vendor shall have the ability to provide daily check-ins. Actual check-ins will depend on participant progress within the program as determined by the vendor. Initial daily check-ins will be in person. Vendor shall describe in detail, in the Response to RFP, the initial as well as the progression of the check-in process.

Random Drug Testing

Random drug testing shall include at a minimum both urine and breathalyzer testing. The vendor may propose additional types of testing. Vendor shall describe in detail the random drug testing plan/procedure. The description should include the frequency of random drug tests for each program phase and how positive tests will be handled, including what type of sanctions/treatment plan modifications will be done to address positive tests.

Job Skills Training/Placement

Vendor shall describe in detail their proposed job skills training/placement programming. Vendor shall employ a variety of resources in order to transition program participants into long-term sustainable work. Training will include, but not be limited to, employment preparation (general presentation and demeanor, effective communication); job search strategies such as networking, interviews, résumé writing; skill development, and job placement.

Substance Abuse Counseling/Programming

Programming provided must be evidence-based and designed to reduce recidivism. Lower level alcohol and drug services such as education, prevention, and early intervention services (based on ASAM criteria), shall be provided at the DRC. Intensive outpatient programming will also be offered as determined by the Risk Assessment. Vendors shall describe in detail how they will serve clients that may need alcohol and drug intervention (at all treatment levels, except residential).

Anger Management

Vendor shall describe in detail proposed evidence-based programming to assist in reducing and redirecting stress and tension which result in aggressive behaviors. The focus shall be on the causes of anger and providing alternatives to violent outbursts and abusive behavior through educational lessons that challenge inappropriate ways of expressing anger and techniques to dissipate anger before it gets out of control.

Family/Parenting Counseling

Vendor shall describe in detail the evidence-based strategies for incorporating marriage/family/parenting counseling in addressing the participant's criminogenic needs.

Educational Services/GED

Vendor shall describe their educational/GED preparation services in detail. The focus of the educational program shall be to increase the offenders' functional literacy and employment skills. It shall include basic education in reading and math and may include GED preparation, if necessary. There shall be an onsite computer lab that will be utilized as a resource center for clients and as a classroom for courses.

Life Skills

Vendor shall describe in detail their proposed DRC curriculum designed to encourage offenders to adopt a positive, law-abiding lifestyle. The training shall be based on cognitive-behavioral techniques and focus on defects in thought processes that lead to self-defeating decisions.

Relapse Prevention

Vendor shall provide a detailed description of aftercare programming designed to maintain a law abiding lifestyle in all phases of criminogenic needs. In the description the vendor shall include the program's length and curriculum used. Participants in the aftercare program are not part of the 50 contracted slots.

Mental Health Assessment

A mental health assessment and treatment referral, if appropriate, shall be completed on each participant by certified/licensed vendor staff or subcontractor. Vendor shall describe the mental health assessment and treatment referral process in detail.

Immediate Notification

DRC staff shall immediately notify the Probation Department of any problems that would jeopardize public safety or the offender's continuation in the DRC program. Problems shall include but not be limited to: failure to report and follow daily schedules, failure to participate in required activities, new arrests, positive test for drug or alcohol usage and other behaviors that might pose a public risk. Vendor shall describe in detail their plan for immediate notification.

Referral Services

The DRC staff shall maintain directories of resources that offer forms of assistance. Staff shall be familiar with eligibility criteria and application procedures assisting with rapid referral and placement of offenders in such programs.

Data Collection/Quality Assurance

Vendor shall track the program completion graduation rate, as well as the assessment scores upon entry vs. exit of the program. Vendor shall provide description of data collection/quality assurance process.

Reports

Monthly Progress Report

Monthly progress reports on each participant in the DRC program shall be turned in by the 10th of the month. Information to be included in the progress report will include, but not be limited to:

- Phase participant is in and progress made within that phase;
- Services participant received;
- Staff assessment of treatment progress; and
- Progress towards meeting case plan goals and recommendation for continuing, modifying, or discontinuing program.

Discharge Report

When a participant is discharged from the program for reasons other than a graduation, a discharge report shall be completed and sent to the assigned Probation Officer. This report shall include, but not be limited to:

- Name and Date of Birth;
- History in the DRC, including compliance and non-compliance within the various program components;
- Phase at time of discharge; and
- Date of termination and reason.

Experience

Vendor shall describe prior experience in working with adult offenders and providing evidence-based programming in a DRC-like environment (as described herein). Staff providing direct services will need to meet minimum State certification requirements for each specific discipline, i.e., substance abuse counseling, family and parenting counseling, mental health assessment, and therefore copies of these staff's certifications shall be returned with RFP response.

Case Plan

All Vendors submitting a response to RFP shall provide a sample case plan based on the attached sample fictitious moderate risk offender's Risk Assessment. The attached documents consist of an Offender Needs Guide Report, Offender Needs Guide Overview Report, and a Static Risk Scores Report (**Attachment B**).

Staffing/Management Plan

Vendor shall provide a detailed staffing and management plan for the proposed Day Reporting Center for maintaining a minimum of 50 slots at a service level of \$400,000. Vendor shall have Spanish speaking staff available.

All vendor personnel assigned to provide services at the DRC must undergo and pass a criminal history background check conducted by the Probation Department prior to assignment to the DRC. The background check will be conducted at the Probation Department's expense.

Invoices

The DRC vendor will be funded at \$400,000 for a minimum of 50 slots. The vendor shall invoice the Probation Department monthly in duplicate. The dollar amount will be one-twelfth (1/12) of the funding level (\$33,333.33). If additional slots are added to DRC, the dollar amounts will adjust according to the proposed fee schedule (See Cost Proposal Section of RFP). The invoice shall also include the following information:

- Current number of participants enrolled in the DRC;
- Number entered program during month; and

Number exited the program during month, indicating how many graduated and how many were terminated without graduation

COST PROPOSAL

The Probation Department requests interested vendors provide:

- Fee Schedule (See **Attachment C**) outlining additional funding costs proposed for additional slots added to DRC beyond the minimum 50, up to 100 slots, in increments of 10.
- Detailed budget for a service level of \$400,000 annually. Sample budget pages are attached as **Attachment D**.

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. <u>RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE)</u> completed and signed by participating individual or agency.
- II. <u>COVER LETTER</u>: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. <u>CONFLICT OF INTEREST STATEMENT</u>: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
 - A. Sign where required.
- VI. CERTIFICATION DISCLOSURE CRIMINAL HISTORY & CIVIL ACTIONS
- VII. <u>REFERENCES</u>
- VIII. PARTICIPATION

- IX. <u>EXCEPTIONS</u>: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
 - A. Exceptions to General Conditions.
 - B. Exceptions to General Requirements.
 - C. Exceptions to Specific Terms and Conditions.
 - D. Exceptions to Scope of Work.
 - E. Exceptions to Proposal Content Requirements.
 - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
 - A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
 - B. Descriptions of any similar or related contracts under which the bidder has provided services.
 - C. Descriptions of the qualifications of the individual(s) providing the services.
 - D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
 - E. A brief description of the bidder's current operations, and ability to provide the services.
 - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
 - G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency
 - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 - 1. Location filed, name of court and docket number
 - 2. Nature of the lawsuit or legal action
 - I. Describe any payment problems that you have had with the County within the past three (3) years:
 - 1. Funding source
 - Date(s) and amount(s)
 - 3. Resolution
 - 4. Impact to financial viability of organization.

XI. SCOPE OF WORK:

- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:

- 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
- 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. <u>COST PROPOSAL</u>: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

AWARD CRITERIA

COST

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

CAPABILITY AND QUALIFICATIONS

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. The amount of demonstrated prior experience in working with adult offenders and providing evidence-based programming in a DRC or DRC-like environment as outlined in this RFP.
- C. Does the bidder demonstrate knowledge and experience in providing evidence-based programming?

MANAGEMENT PLAN

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

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Che	ck off e	each of the following:			
1.		All signatures must be in blue ink.			
2.		The Request for Proposal (RFP) has been signed and completed.			
3.		Addenda, if any, have been completed, signed and included in the bid package.			
4.		One (1) original plus six (6) copies of the RFP have been provided.			
5.		Provide a Conflict of Interest Statement.			
6.		The completed <i>Trade Secret Form</i> as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).			
7.		The completed Criminal History Disclosure Form as provided with this RFP.			
8.		The completed Participation Form as provided with this RFP.			
9.		The completed Reference List as provided with this RFP.			
10.		Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.			
11.		Lastly, on the LOWER LEFT HAND CORNER of the sealed envelope, box, etc. transmitting your bid include the following information:			
		County of Fresno RFP No. 952-5395 Closing Date: December 15, 2015 Closing Time: 2:00 P.M.			
		Commodity or Service: Day Reporting for Adult Offenders			

Return Checklist with your RFP response.

ATTACHMENTS

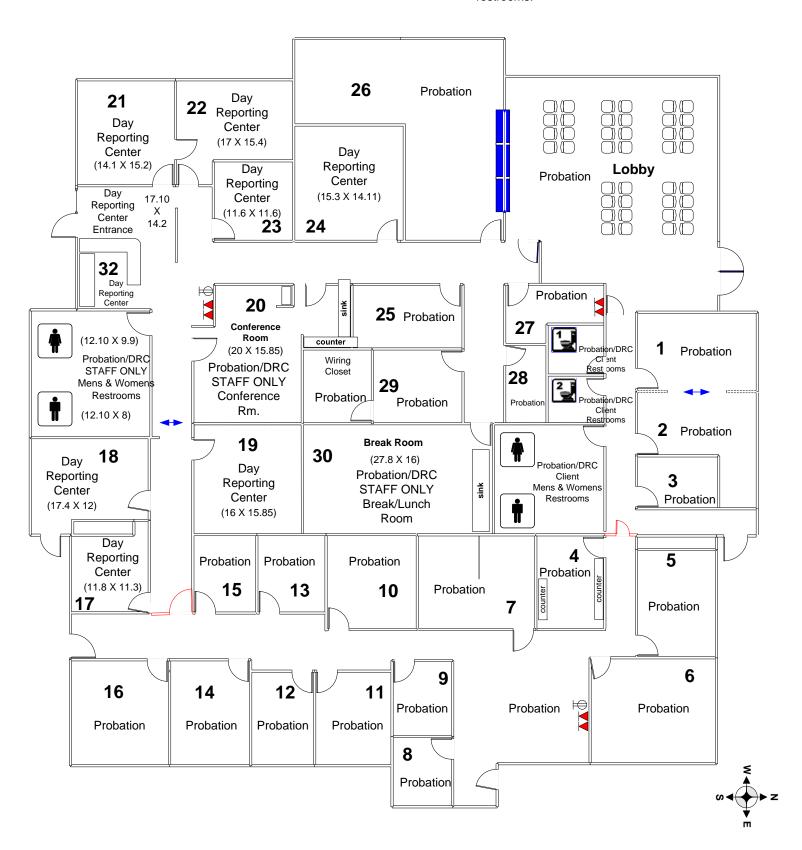
- A. DRC Floorplan
- B. Sample Reports
- C. Fee Schedule
- D. Budget Sheets

Drug Suppression Unit/Day Reporting Center 2212 N. Winery, Suite 122 Fresno, CA 93703

<u>DRC Rooms/Areas</u>: 17, 18, 19, 21, 22, 23, 24, and 32

Shared DRC/Probation Areas:

Staff Only Restroom, Staff Only Conference Room (20), Staff Only Break/Lunch Room (30), and client restrooms.



Subject: 'NULL', LOIS Completed by: Probation, Fresno Co
DOB: 10/8/1976 Completed: 11/6/2015

TIMEFRAMES for RESPONSE SELECTION:

- · Current, at time of assessment or reassessment
- · Ever, historical information, at any time in offender's life
- · During the most recent 6 months in the community
- · During the most recent 6 months regardless of setting
- $\bullet\,$ At time of assessment or reassessment in the community or immediately prior to incarceration

DOMAIN 1: EDUCATION 1. Highest grade level completed: () Graduate Studies O Vocational Certificate College Graduate – 4 year O High School Diploma O College Graduate – 2 year O GED O High School Diploma/GED, O 11th Grade or Less and some college courses 2. Expelled from or quit school: ✓ Never expelled/never quit Quit: Peer pressure, being (Select all that apply) bullied Quit: Chose employment Expelled between grades 1-8 Expelled between grades 9-12 Quit: Family obligations Expelled for criminal behavior Quit: Lacked interest or motivation Expelled for non-criminal Quit: Pregnant behavior Quit: Failing classes Quit: Medical or Mental Health Quit: Legal troubles Quit: Other: 3. Communication barrier/Interpreter required: English is primary language, and is able to read and speak English English is primary spoken language, but unable to read English O English is <u>not</u> primary language, but verbal communication is adequate in English Unable to communicate in English, interpreter required If this response is selected, note primary language if not English: 4. Offender's motivation for more academic or O Is actively participating as a full-time student, internally motivated vocational education: O Is actively participating as a part-time student, internally Only participating due to legal requirement O Verbalizes desire to continue education, but not actively taking Sees no need for more education – Has High School Diploma or GED Sees no need for more education – Lacks High School Diploma or GED Refusing to continue education, despite legal requirement

Page 2 of 17

Comments:		
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DOMAIN 2: COMMUNITY EMPLOYMENT

Longest period of continuous legal employment in the community since age 18:	O Never employed	O More than one year up to 3 years
	C Less than 6 months	More than 3 years
	6 months to 1 year	,
2. Problems while employed since age 18:	Never employed	
(Select all that apply)	No problems while employed	
	Fired or quit because of poor	performance/poor attendance
	Fired or quit because of interp	ersonal problems with employer or
	coworkers	
		ocial/criminal behavior on the job
2. Current Occupational (vecational skills)	Fired or quit because of proble	
3. Current Occupational/vocational skills:	Professional skills (accountant, lawyer, etc)	
		ational, carpenter, plumber, etc)
	General labor skills	
	O No occupational or vocational	skills
	Describe occupational/vocational sk	tills:
4. Current barriers to employment:	☐ No barriers to employment	Lack of Social skills
(Select all that apply)	Full-time student or recent graduate	Lack of Problem solving skills
	No prior employment experience	Poor work habits
	Lacks motivation to seek or maintain legal employment	Child care issues
	✓ Developmental disabilities	☐ Transportation issues
	☐ Mental health concerns	☐ Criminal conviction history
	☐ Cleanliness/hygiene	☐ Chemical dependency
	Punctuality problems	Other:
5. Primary source of household income during the most	Employment	O Student loans/grants
recent 6 months in the community:	O Income from criminal	O Tribal per diem
	behavior Family financial support	O Pension
	Under the table income	Family inheritance
	O Public assistance	O No income
	O Social Security Insurance due	Other:
	to disability	^
	Receiving Unemployment, Workman's Compensation, or L & I benefits	
6. Average monthly household income (Net) from legal	O \$4,000 and over	
employment and/or other <u>legal</u> sources during the most recent 6 months in the community:	• \$2,000 to \$3,999	
	O \$1,000 to \$1,999	
	O Under \$1,000	
	O No legal income	
7. Management of finances during the most recent 6 months in the community: (Select all that apply)	Saves money regularly	No interest in managing finances
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	Is managing debt, meeting financial commitments	Relies on public assistance	
	Makes <u>all</u> required child support payments	Relies on family and/or others	
	Makes <u>some</u> required child support payments	Cannot manage debt	
	Does not make <u>any</u> required child support payments	Relies on illegal activities	
		Sells drugs for profit	
8. Health insurance at time of		Relies on protective payee	
assessment/reassessment:	No health insurance		
(Select all that apply)	Health insurance suspended d	ue to incarceration	
	Private insurance		
	Public insurance (Welfare, Med	dical coupons, Medicaid, etc.)	
	Health insurance provided due	to tribal affiliation	
9. Current community employment at time of	Full-time employment (35-40 hours per week)		
assessment/reassessment or immediately prior to incarceration:	Part-time employment (20-34 hours per week)		
	O Homemaker		
	Retired		
	Temporarily disabled/unable to	o work	
	Permanently disabled/unable t		
	O Unemployed and able to work		
10. Current relationship with employer/co-worker	s	Co-worker(s)	
at time of assessment/reassessment or	Employer/Superviso	<u>r</u> ○ Not employed	
immediately prior to incarceration:	O Not employed	O No co-worker(s)	
(Select the one most representative of the relationship with each)	No supervisor(s), Self-emplog	yed Minimal contact	
	Minimal contact	O Adequate interaction	
	Adequate interaction but relationship not developed;	but relationship not developed; indifference	
	indifference	O Co-worker provides	
	Employer provides encouragement for pro-social beh	encouragement for pro-	
	O Has/would seek out for help	with	
	work or personal matter	help with work or personal matter	
	O Significant and/or frequent conflict	O Significant and/or	
	Employer involved in anti-	frequent conflict	
	social/criminal behavior	Co-worker involved in	
Comments:	_	anti-social/criminal behavior	
	✓		
I .			

DOMAIN 3: FRIENDS/ASSOCIATES

1. Friends/associates during the most recent 6 months	☐ No friends/associates			
in the community: (Select all that apply)	✓ Unable to maintain relationships with others, involved in unstable interpersonal relationships with others			
	Friends/associates willing to assist in offender success			
	Name, any known contact info: Pro-social community ties			
	Name, organization, any known contact info:			
	Friends/associates involved in anti-social and/or criminal behaviors			
2 Decrease to influence of outlinesial	☐ Associates with gang member(s)			
2. Response to influences of anti-social friends/associates during the most recent 6 months in	O No anti-social friends/associates			
the community:	Chooses not to associate with anti-social friends/associates			
(Select the most anti-social circumstance)	 Almost always resists going along with anti-social friends/associates Rarely resists going along with anti-social friends/associates 			
	O Never resists going along with anti-social friends/associates, a follower			
	Admires/emulates anti-social friends/associates, strongly influenced by anti-social friends/associates			
	O Leads anti-social friends/associates			
Comments:				
	∨			

DOMAIN 4: RESIDENTIAL 1. Residence during the most recent 6 months in the O Current Residence as primary occupant community: months (Select all that apply. Indicate amount of time for each and select the lacksquare Family residence (parent(s), sibling(s), O Current current residence at time of assessment/reassessment or immediately spouse/significant other, and/or other months prior to incarceration) family) Friend's residence O Current months Group homes/Transitional housing Current months Residential Treatment Current months ☐ Transient - from residence to Current months Homeless - living on the street or in a O Current 2. Occupants of current residence at time of ☐ Grandparent(s) assessment/reassessment or immediately prior to Spouse or equivalent partner ☐ Friend(s) with positive incarceration: influence (Select all that apply) ✓ Adult children Friend(s) with anti-social influence ☐ Minor children Living alone ☐ Mother Other: ☐ Father Sibling(s) 3. Current pro-social support in neighborhood at time Strong pro-social environment of assessment/reassessment or immediately prior to Some exposure to anti-social influence, lacking ties/attachments incarceration: to neighborhood O Significant barriers, frequent crimes, drug transactions, police O Living in remote, isolated area with minimal or no neighborhood Comments:

		DOMAIN	5: FAMIL	Y	
Number of marriages or equivalent relationships, including current situation:		Never been married or had an equivalent relationship; single, all relationships have been short-term, no long-term commitments			
			One mai	rriage or an equivalent relatio	onship
			O Two or I	more marriages or equivalent	t relationships
2. Longest marriage	e or equivalent relation	ıship:	O Never m	arried/no equivalent relation.	ship
			Less that	n 6 months	
			O 6 month	s to 1 year	
			O More tha	an 1 year	
3. Current marria	ige or			Level of Conflict During the Most Recent 6 Months	S. Marie
equivalent	Opportunity for Influ		ems of Partner he Most Recent	in the Community	Help During the Most
relationship: (Select all that apply)	from Partner During Most Recent 6 Months	g the Months	n the Communi		Recent 6 Months in the Community
Name of significant other		I NO	current ationship	→ Not involved,	No current
^	✓ No current relat	tionship	,	estranged	— Telationship
V	Not involved, no		problems	Minimal conflict	Not involved, no influence, or
	influence, or estranged	∐ Alc	ohol problems	Some conflict that	estranged
	Living apart	☐ Dru	ıg problems	☐ is well-managed	Consistently willing to
			ti-social behavio	ors Verbal intimidation, heated arguments	intervene and support Occasionally willing to
	Minimal influence		minal conviction	Threats of physical	intervene and support
	Positive influence		ployment	abuse by partner	Not willing to
	☐ Negative influer		blems	Domestic violence:	☐ intervene and support Hostile, berating,
	Frequently enab	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	/sical and/or ntal health	perpetrator	and/or belittling of
	anti-social beha	VIOI —	blems	Domestic violence: Offender is	☐ offender and/or the system
				perpetrator	System
				, ,	
	involved in offender's	life during	None		_
4. Family members last 6 months, rega		life during	None Family n		1
last 6 months, regar	Opportunity for Influence	Problems of Fa	Family n	nembers Level of Conflict During the	Willingness to Help During
last 6 months, rega	ardless of setting:	Problems of Fa	Family no st Recent 6	nembers	Willingness to Help During the Most Recent 6 Months in the Community
Family Member: (Select all that apply) 5. Number of minor	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of	Problems of Fa	Family not mailly Member ost Recent 6 community	nembers Level of Conflict During the Most Recent 6 Months in	the Most Recent 6 Months
last 6 months, regar Family Member: (Select all that apply)	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of	Problems of Fa	Family not mailly Member ost Recent 6 community	Level of Conflict During the Most Recent 6 Months in the Community	the Most Recent 6 Months
Family Member: (Select all that apply) 5. Number of minor	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of	Problems of Fa	Family no mainly Member ost Recent 6 a Community No mino	Level of Conflict During the Most Recent 6 Months in the Community r children	the Most Recent 6 Months
Family Member: (Select all that apply) 5. Number of minor assessment/reasse	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of	Problems of Facility During the Months in the	Family namily Member ost Recent 6 community No mino One Two or n	Level of Conflict During the Most Recent 6 Months in the Community r children	the Most Recent 6 Months
Family Member: (Select all that apply) 5. Number of minor assessment/reasse	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of essment:	Problems of Facility During the Months in the	Family Namily Member ost Recent 6 e Community No mino One No mino No mino	Level of Conflict During the Most Recent 6 Months in the Community r children	the Most Recent 6 Months
Family Member: (Select all that apply) 5. Number of minor assessment/reasse 6. Offender living w	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of essment:	Problems of Facility During the Months in the	Family no manily Member ost Recent 6 e Community No mino One No mino Yes	Level of Conflict During the Most Recent 6 Months in the Community r children	the Most Recent 6 Months
Family Member: (Select all that apply) 5. Number of minor assessment/reasse 6. Offender living when committing of	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of essment: with any of his/her mine current offense(s):	Problems of Facility During the Months in th	Family no mamily Member ost Recent 6 community No mino One Two or n No mino Yes No	Level of Conflict During the Most Recent 6 Months in the Community r children more r children	the Most Recent 6 Months
Family Member: (Select all that apply) 5. Number of minor assessment/reasse 6. Offender living when committing of the committed	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of essment: with any of his/her mine current offense(s):	Problems of Factoring the Months in the Mont	Family no manily Member ost Recent 6 e Community No mino One No mino Yes No Mo Mino Yes No Mo Mino	Level of Conflict During the Most Recent 6 Months in the Community r children more r children	the Most Recent 6 Months in the Community
Family Member: (Select all that apply) 5. Number of minor assessment/reasse 6. Offender living when committing of the committed	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of essment: with any of his/her mine current offense(s):	Problems of Factoring the Months in the Mont	Family Namily Member ost Recent 6 community No mino One No mino Yes No Residing	Level of Conflict During the Most Recent 6 Months in the Community Tr children Tr children Tr children Tr children Tr children With one or more minor children	the Most Recent 6 Months in the Community Id(ren)
Family Member: (Select all that apply) 5. Number of minor assessment/reasse 6. Offender living when committing of the committed	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of essment: with any of his/her mine current offense(s):	Problems of Factoring the Months in the Mont	Family Namily Member ost Recent 6 community No mino One Two or I No mino Yes No Residing Not resid	Level of Conflict During the Most Recent 6 Months in the Community r children more r children	the Most Recent 6 Months in the Community Id(ren)
Family Member: (Select all that apply) 5. Number of minor assessment/reasse 6. Offender living when committing of the committed	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of essment: with any of his/her mine current offense(s):	Problems of Factoring the Months in the Mont	Family no manily Member ost Recent 6 e Community No mino One Two or n No mino Yes No No mino Residing Not resident and the stablish or community no mino of the stablish no mino of the stabl	Level of Conflict During the Most Recent 6 Months in the Community Tr children	the Most Recent 6 Months in the Community Id (ren) whom offender plans to
Family Member: (Select all that apply) 5. Number of minor assessment/reasse 6. Offender living when committing of the committed	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of essment: with any of his/her mine current offense(s):	Problems of Factoring the Months in the Mont	Family no mamily Member ost Recent 6 e Community No mino One Two or no No mino Yes No No mino Residing Not resident for contraction of the contra	Level of Conflict During the Most Recent 6 Months in the Community Tr children more Tr children Tr children With one or more minor childing with a minor child(ren) with	the Most Recent 6 Months in the Community Id (ren) Whom offender plans to
Family Member: (Select all that apply) 5. Number of minor assessment/reasse 6. Offender living when committing of the committen of t	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of essment: with any of his/her minocurrent offense(s): status/relationship with large of essment: (select all that the community of the community	Problems of Facility During the M Months in the Months in	Family no mamily Member ost Recent 6 e Community No mino One Two or no No mino Yes No No mino Residing Not resident for contraction of the contra	Level of Conflict During the Most Recent 6 Months in the Community Trichildren T	the Most Recent 6 Months in the Community Id (ren) Whom offender plans to
Family Member: (Select all that apply) 5. Number of minor assessment/reasse 6. Offender living when committing of the committen of	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of essment: with any of his/her minocurrent offense(s): status/relationship with large of essment: (select all that the community of the community	Problems of Facility During the M Months in the Months in	Family no mamily Member ost Recent 6 e Community No mino One Two or n No mino Yes No Residing Not residents of or complants to estable No mino	Level of Conflict During the Most Recent 6 Months in the Community Trichildren T	the Most Recent 6 Months in the Community Id(ren) Whom offender plans to whom offender does not ip with
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Family Member: (Select all that apply) 5. Number of minor assessment/reasse 6. Offender living when committing of the committen of t	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of essment: with any of his/her minocurrent offense(s): status/relationship with large of essment: (select all that the community of the community	Problems of Facility During the M Months in the Months in	Family namily Member ost Recent 6 e Community No mino One No mino Yes No No mino Residing Not residents for contact of the co	Level of Conflict During the Most Recent 6 Months in the Community Tr children	the Most Recent 6 Months in the Community Id(ren) Whom offender plans to whom offender does not ip with
Family Member: (Select all that apply) 5. Number of minor assessment/reasse 6. Offender living when committing of the committen of t	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of essment: with any of his/her minocurrent offense(s): status/relationship with large of essment: (select all that the community of the community	Problems of Facility During the M Months in the Months in	And the stables of th	Level of Conflict During the Most Recent 6 Months in the Community Ir children The community In children The continue a relationship with a minor child (ren) wontinue a relationship or children The continue a relationship with a minor child (ren) wontinue a relationship or children	the Most Recent 6 Months in the Community Id(ren) Whom offender plans to whom offender does not ip with
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Family Member: (Select all that apply) 5. Number of minor assessment/reasse 6. Offender living when committing of the committen of t	Opportunity for Influence During the Most Recent 6 Months in the Community r children at time of essment: with any of his/her minocurrent offense(s): status/relationship with large of essment: (select all that the community of the community	Problems of Facility During the M Months in the Months in	Family namily Member ost Recent 6 a Community No mino One No mino Yes No No mino Residing Not residents or control of the con	Level of Conflict During the Most Recent 6 Months in the Community Ir children The community In children The continue a relationship with a minor child (ren) wontinue a relationship or children The continue a relationship with a minor child (ren) wontinue a relationship or children	the Most Recent 6 Months in the Community Id (ren) Whom offender plans to Whom offender does not ip with

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	Current agency involvement for minor child safety
	Legal action pending
	Parental rights terminated
	Past "No Contact Order" or any other order prohibiting contact
	with minor child(ren)
	☐ Current "No Contact Order" or any other order prohibiting contact with minor child(ren)
	Name of child(ren) who are prohibited contact with the offender:
	Minor child(ren) who are victims of offender
	Name of child(ren):
	^
	~
	Current Community Contact
	Minor child(ren) reside(s) with offender
	Supervised visits only
	Face to face contact, with no legal restrictions
	Telephone contact
	Written correspondence
	Current Prison Contact
	☐ Visits during current confinement
	Telephone contact
	Written correspondence
Comments:	
]	

DOMAIN 6: ALCOHOL / DRUG USE 1. Alcohol and/or drug use problem: Never had an alcohol or drug problem (Select all that apply) Has had alcohol problem Age at first use Has had drug problem Age at first use Alcohol problem within the last 6 months in the community Drug problem within the last 6 months in the community 2. Type of alcohol and/or drug problems during During the ☐ Never had an alcohol or drug problem last 6 offender's lifetime: months in (Select all that apply) the community **✓** Alcohol Methamphetamine ☐ Cocaine ☐ Heroin ☐ Hallucinogens Inhalants ☐ *Marijuana* Tranquilizers/sedatives Abuses prescription drugs: ☐ Other drugs. 3. Impacts of alcohol/drug problem during the During the ☐ Never had an alcohol or drug problem last 6 offender's lifetime: months in (Select all that apply) the community ✓ Use caused family conflict Use disrupted education Use caused problems with employment ✓ Use caused physical problems (includes hospitalization) Use caused mental health problems (includes hospitalization) Use interfered with keeping pro-social friends Use contributed to anti-social behaviors and/or law violations Use contributed to current conviction(s) N/A ☐ Use while confined (jail/prison/treatment) ☐ Intravenous drug use 4. Methods of supporting alcohol and/or drug use Never had an alcohol or drug problem during most recent 6 months in the community: Not Using in the last 6 Months (Select all that apply) Legal income ✓ Income from illegal employment Growing/manufacturing for personal use Growing/manufacturing for distribution

	Selling drugs
	Property crimes
	Falsifying prescriptions
	Prostitution
	☐ Bartering/trading for drugs
	Sharing alcohol/drugs with others
	Other criminal activity
5. Participation in alcohol/drug treatment program	Never had an alcohol or drug problem
during the offender's lifetime:	✓ Never participated in treatment program
(Select all that apply)	Participated in a alcohol/drug self-help (AA/NA) program
	Participated in a alcohol/drug self-help (AA/NA) program within the last 6 months
	Currently participating in a alcohol/drug self-help (AA/NA) program
	Participated in one program
	Participated in two or more programs
	Participated in a treatment program within the last 6 months
	Currently participating in alcohol/drug treatment program
	Referred for alcohol/drug treatment program, and currently waiting for opening in program
	Referred for alcohol/drug treatment, but is currently unwilling to participate
Protective factors contributing to having remained clean and sober for 6 months or longer in the	Never had an alcohol or drug problem
community at any time in offender's life: (Select all that apply)	Never remained clean and sober for 6 months or longer in the community
	Regular participation in alcohol/drug treatment
	Regular participation in alcohol/drug support group (AA/NA) at the offenders own initiative
	Regular participation in alcohol/drug self-help support groups (AA/NA) as requested by family, employment, or other supports
	Regular participation in alcohol/drug self-help support groups (AA/NA) due to legal requirement (agency/court)
	(AA/NA) due to legal requirement (agency/court) Friends willing to intervene and encourage alcohol/drug
	(AA/NA) due to legal requirement (agency/court) Friends willing to intervene and encourage alcohol/drug abstinence
	(AA/NA) due to legal requirement (agency/court) Friends willing to intervene and encourage alcohol/drug abstinence Family willing to intervene and encourage alcohol/drug abstinence Changed residence/neighborhood to remove self from barrier(s)
	(AA/NA) due to legal requirement (agency/court) Friends willing to intervene and encourage alcohol/drug abstinence Family willing to intervene and encourage alcohol/drug abstinence Changed residence/neighborhood to remove self from barrier(s) to alcohol/drug abstinence existed
Comments:	(AA/NA) due to legal requirement (agency/court) Friends willing to intervene and encourage alcohol/drug abstinence Family willing to intervene and encourage alcohol/drug abstinence Changed residence/neighborhood to remove self from barrier(s) to alcohol/drug abstinence existed
Comments:	(AA/NA) due to legal requirement (agency/court) Friends willing to intervene and encourage alcohol/drug abstinence Family willing to intervene and encourage alcohol/drug abstinence Changed residence/neighborhood to remove self from barrier(s) to alcohol/drug abstinence existed

DOMAIN 7: MENTAL HEALTH

Mental health problem during the offender's lifetime (schizophrenia, bi-polar, ADD/ADHD, etc.) based on file material, self-report, and assessor observation: (Select all that apply) Suicidal thoughts during the offender's lifetime (file, collateral, and/or self-report): (Select all that apply)	 ✓ No history of mental health problems ☐ Mental health problem based on file material and/or offender's self report ☐ Assessor observes indicator(s) of a current mental health problem Describe assessor's observations: ✓ Has never had serious thoughts about suicide ☐ Has had serious thoughts about suicide ☐ Has attempted to commit suicide ☐ Provoked others in an attempt to kill self
	☐ Has had suicidal thoughts during most recent 6 months regardless of setting ☐ Has attempted suicide during most recent 6 months regardless of setting ☐ Currently, suicidal thoughts are an ongoing concern for the safety and wellfare of the offender
3. Officially diagnosed with a mental health problem by a professional in the mental health or health care field:	No history of mental health problems Diagnosed, but official mental health diagnosis not known Documented mental health diagnosis Name of Professional in the mental health or health care field: Date of Report: Name of Diagnosis:
4. Hospitalizations/in-patient stays for mental health problems in the offender's lifetime:	No history of mental health problems No in-patient stays 1 in-patient stay 2 or more in-patient stays
5. Received mental health out-patient counseling, regardless of setting: (Select all that apply)	No history of mental health problems No mental health out-patient counseling Past participation in out-patient counseling Current participation in out-patient counseling Name of Provider: Location of Counseling Center: Counseling presently recommended/required, but not attending Reason:
6. Mental health medication prescribed during the offender's lifetime (regardless of setting): (Select all that apply)	No history of mental health problems Never had mental health medication prescribed Past mental health medication prescribed Current mental health medication being taken as prescribed Current mental health medication not being taken as prescribed, non-compliant

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Comments:	
	\checkmark

DOMAIN 8: AGGRESSION

1. Threatening, aggressive, or violent behaviors during	No history of threatening, aggressive, or violent behaviors			
the offender's lifetime: (Select all that apply)	Has exibited threatening, aggressive, or violent behaviors in the			
(Select all trial apply)	community			
	Has exibited threatening, aggressive, or violent behaviors during any period of confinement			
	Threatening, agressive, or violent behaviors are currently an ongoing concern			
2. Characteristics of threatening, aggressive, or violent	No history of threatening, aggressive, or violent behaviors			
behaviors during the offender's lifetime:				
(Select all that apply)	✓ No threatening, aggressive, or violent behaviors within the last 6 months in the community			
	Violent outbursts, displays of temper, uncontrolled anger indicating potential for harm			
	☐ Violent destruction of property			
	Domestic violence against current partner			
	Domestic violence against any past partner			
	Domestic violence against any family member (excluding any partner)			
	Stalking and/or harassment to intimidate			
	Fixated or persisting in unwanted relationships			
	Name, relationship, etc:			
	Explicit threats of physical harm against specific individual(s)			
	Name, relationship, etc:			
	Excessive violence used beyond what is deemed necessary			
	Ritualistic, bizarre violent behaviors			
	Random acts of violence without provocation			
	Fire setting			
	Animal cruelty			
	☐ Violent infractions & misconducts while in confinement (fighting, assault, etc.)			
	Physical assault of an authority figure (law enforcement, corrections, other agency, parents, teachers, etc.)			
	Physical assault of child/adolescent			
	Physical assault of adult victim			
	Physical assault of male victim			
	Physical assault of female victim			
	Characteristics of known threatening, aggressive, or violent			
	behaviors not available, and/or offender is unwilling/unable to disclose			
	Other:			
	^			
	<u> </u>			
3. Motivation for threatening, aggressive, or violent behaviors during the offender's lifetime:	No history of threatening, aggressive or violent behaviors			
(Select no more than three)	☑ Used to achieve a goal, including material gain			
	Power, dominance, or control			
	☐ Impulsive, acts without thinking and/or lack of control or			
	inhibitions, opportunistic			
I	I			

		the subgroup Retaliation Reaction Excitement General Hatred for	or peer group on, vengeance to conflict or stress ent, amusement, or fun hostility toward women or other individuals or s lly induced violent beha	pecific groups
4. Threatened/caused physical injury to another person: (Select the one most serious in each column)	admitted to hospital Injury to victim	life threatening injuries Death: victim	Knife N/A Threatened another Injury to victim, no medical attention required Injury to victim, medical attention-treated and released Injury to victim, medical attention-admitted to hospital Injury to victim who sufferred serious, life threatening injuries Death: victim	Other Weapon Type of weapon: N/A Threatened another Injury to victim, no medical attention required Injury to victim, medical attention-treated and released Injury to victim, medical attention-admitted to hospital Injury to victim who sufferred serious, life threatening injuries Death: victim died
Comments:				
		<u> </u>		

DOMAIN 9: ATTITUDES / BEHAVIORS

1. Motivation for criminal behavior(s) during the	☐ Anger	Power, dominance, or control		
offender's lifetime: (Select no more than three)	Retaliation, vengeance	Money or material gain		
	✓ Impulsive, opportunistic	Excitement, amusement, or fun		
	Sexual gratification	Peer status, acceptance, or attention		
	Reaction to conflict or stress	Obtain drugs, chemical addiction		
2. Anti-social tendencies & characteristics that are rooted, firmly established, and constant: (Select all that apply)	NOTE: Use a lifetime pattern of behaviors, not one single incident, to determine the existence of any tendencies and characteristics noted:			
	✓ No firmly established anti-social characteristics			
	Glib/superficial charm -Tends to be smooth, engaging, charming, and "slick." Not shy or afraid to say anything.			
	Grandiose - <u>Grossly inflated</u> view of abilities and self-worth, egocentric, self-assured, opinionated, and cocky. Unrealistic view of self as <u>superior</u> .			
	□ Need for stimulation – <u>Excessive need</u> for thrilling and exciting stimulation, risk taker, easily bored, <u>will not</u> perform tasks perceived as routine, monotonous or uninteresting.			
	Pathological lying - Deceit, deception, dishonesty, and breaking promises are <u>standard interaction</u> with others.			
	Conning/Manipulative - Uses deceit and deception to cheat, con, or defraud others as a standard method for personal gain, with no concern for victim.			
	Shallow - Limited range or depth of feelings, interpersonal coldness in spite of appearing to be a sociable person. Only forms superficial bonds with others, does not experience strong emotions.			
	Parasitic Lifestyle - Has an intentional, selfish, and exploitative financial dependence on others as reflected by a lack of motivation and inability to begin or complete responsibilities			
	Lack of Empathy - A lack of feelings toward people in general; cold, contemptuous, inconsiderate, and tactless.			
	☐ Lack of Remorse/Guilt - Lack of feelings or concern for the losses, pain, and suffering of victims; a tendency to be unconcerned and coldhearted. Can be demonstrated by blaming and/or a disdain for one's victims.			
	Lack of Realistic, Long-Term Goals - Inability or persistent failure to develop and execute long-term plans or goals; a nomadic existence; aimless, lacks direction in life.			
	☐ Irresponsibility - <u>Repeated failure</u> to fulfill or honor obligations and commitments, such as not paying bills, defaulting on loans, being absent or late to work, failing to honor contractual agreements.			
	☐ Criminally Diverse - Has a diversity of types of criminal offenses, regardless whether arrested or not. Takes <u>great</u> pride in getting away with crimes.			
3. Behavior demonstrated toward authority figures	O Respectful, compliant with dire	ectives and/or conditions		
during the most recent 6 months (regardless of setting): (Select the one most representative)	Indifferent toward authority, complies with some directives and/or conditions, but has also received infractions and/or violations			
	Resentful, defiant toward authority, refuses to comply with directives and/or conditions, and/or has received infractions and/or violations			
4. Respect for property of others demonstrated during	Respects property of others			
the most recent 6 months (regardless of setting):	Respects personal property but not public/business property			
	O Conditional respect for person	al property		

	O No respect for personal property of others
5. Accepts responsibility for anti-social behavior during	Accepts responsibility for anti-social behavior
the most recent 6 months (regardless of setting): (Select all that apply)	Superficially accepts responsibility for anti-social behavior, but has not changed behavior
	Minimizes, denies, justifies, excuses, or blames others
	Selectively disregards societal conventions, or rules of incarceration
	$\hfill \Box$ Selectively disregards societal conventions, or rules of supervision in the community
	Does not believe societal conventions, or rules of incarceration or supervision apply to him/her
	Sees crime as useful
	Proud and boastful of anti-social behavior
6. Offender readiness for changing lifestyle, during	Taking specific steps toward change
most recent 6 months (regardless of setting):	O Verbalizes desire for change, but not taking steps
	O Does not see a need for change, desires to hold on to current lifestyle
	O Hostile toward change or unwilling to change
7. Offender's belief in successfully completing supervision, at time of assessment/reassessment:	Believes he/she will be successful, has developed skills to support pro-social lifestyle
	O Believes he/she will be successful, but has not yet developed skills to support pro-social lifestyle
	O Believes he/she will be successful only if external controls are in place (DOC, family, friends, etc.)
	O Does not believe he/she will be successful
	O Hostile to supervision
Comments:	
	>

DOMAIN 10: COPING SKILLS

Consequential thinking demonstrated during the most recent 6 months (regardless of setting):	Behaviors and/or verbalizations demonstrate understanding of consequences of his/her actions, whether it results in positive or negative impacts to self or others		
	Behaviors and/or verbalizations demonstrate that the offender has not yet made any connection between their actions and the consequences		
	O Can not cognitively connect own behavior and the harm or negative impact it has on self or others, due to some impairment		
2. Impulse control demonstrated during the most	O Uses self-control, thinks before acting		
recent 6 months (regardless of setting):	Some self-control, sometimes thinks before acting		
	O Impulsive, doesn't think before acting		
3. Dealing with others demonstrated during the most	O Uses social skills effectively		
recent 6 months (regardless of setting): (Select the one most representative)	Has adequate social skills, but isolates self by choice		
	O Avoids dealing with others due to limited or lack of social skills, shy and/or withdrawn		
	Attempts to deal with others, but is rejected by peers		
	O Interactions are characterized by aggression, conflict, arguments and fights		
4. Problem solving demonstrated during the most recent 6 months (regardless of setting):	O Thinks through situations logically, uses effective skills to obtain a solution		
(Select the one <u>most</u> representative)	Problem solving skills are limited, difficult situations are frustrating and often unmanageable		
	O Passive response, withdraws from difficult situations		
	O Hostile response, strikes out verbally and/or physically		
5. Need for independent living services at time of	No need for any services		
assessment/reassessment:	Need or could benefit from at least one service		
Comments:			
	^		

Subject: 'NULL', LOIS Completed by: Probation, Fresno Co
DOB: 10/8/1976 Completed: 11/6/2015

			Risk Level Classification: High Dru	g			
	Ris	k Level Cla	ssification From STR Completed o	n 03/01/2	012		
Need			Domain	Protective			
Low	Moderate	High		Low	Moderate	High	
			DOMAIN 6: ALCOHOL / DRUG USE				
			DOMAIN 8: AGGRESSION				
			DOMAIN 9: ATTITUDES / BEHAVIORS				
			DOMAIN 3: FRIENDS				
			DOMAIN 10: COPING SKILLS				
			DOMAIN 4: RESIDENTIAL				
			DOMAIN 2: COMMUNITY EMPLOYMENT				
			DOMAIN 5: FAMILY				
			DOMAIN 7: MENTAL HEALTH				
			DOMAIN 1: EDUCATION				

DOMAIN 6: ALCO	HOL / DRUG USE
Needs - Has had an alcohol problem during the last 6 months in the community Has supported alcohol/drug use through growing/manufacturing for personal use Has had an alcohol problem - Has supported alcohol/drug use through illegal resources Has never participated in alcohol/drug treatment program - Has never remained clean and sober for 6 months or longer in the community.	Protective
 Has used alcohol in lifetime. Has used methamphetamines in lifetime. Alcohol/drug use has caused family conflict. Alcohol/drug use has caused physical problems, including hospita 	lization.
DOMAIN 8: AG	GGRESSION
Needs - Has set fires Has exhibited threatening, aggressive, or violent behaviors in the community - Has used threatening, aggressive, or violent behaviors to achieve a goal, including material gain. Other	Protective - No threatening, aggressive, or violent behaviors within the last 6 months in the community
DOMAIN 9: ATTITU	DES / BEHAVIORS
Needs Impulse/opportunity has been the motivation for criminal behavior. Indifferent tow ard authority, complies with some directives and/or conditions, but has also received infractions and/or violations during the last 6 months. Respects personal property, but not public/business property during the last 6 months. Superficially accepts responsibility for anti-social behavior, but has not changed behavior during the last 6 months.	Protective - Believes he/she will be successful, and has developed skills to support pro-social lifestyle No firmly established anti-social characteristics Is taking specific steps towards change during the last 6 months.
Other	
DOMAIN 3:	FRIENDS
Needs - During the most recent 6 months in the community.	Protective - During the most recent 6 months in the community, offender choose not to associate with anti-social friends/associates.
Other DOMAIN 10: CC	DDING SKILLS
Needs - Behaviors and/or verbalizations demonstrate that the offender has not yet made any connection between their actions and the consequences Has adequate social skills, but chooses to isolate self.	Protective - Problem solving skills are limited. Finds difficult situations frustrating and often unmanageable Uses some self-control, sometimes thinks before acting.
Other - No need for any independent living services.	
DOMAIN 4: R	FSIDENTIAL
Needs	Protective
- Had some exposure to anti-social influence, lacking ties/attachments to neighborhood.	riolective

- Was living with spouse or equivalent partner. **DOMAIN 2: COMMUNITY EMPLOYMENT Needs Protective** - Average net monthly income from legal employment and/or other legal sources during the most recent 6 months in the community - Developmental disabilities pose a barrier to employment. - Lack of motivation to seek or maintain legal employment poses a was \$2,000 to \$3,999. barrier. - Since age 18; has been employed for between 6 months and 1 year. - Primary source of income during the most recent 6 months in the community was employment. - Has the skills to obtain a general labor job. - During the most recent 6 months in the community was managing debt and meeting financial commitments. - During the most recent 6 months in the community, offender was making all required child support payments. - Has had no problems while employed. - Was working part time (20-34 hours per week). - Health insurance suspended due to incarceration. - Had minimal contact with co-workers. - Was self employed or had no supervisors **DOMAIN 5: FAMILY Needs Protective** - Has had one marriage or an equivalent relationship. Other - Longest marriage or equivalent relationship was less than 6 months. - Has no current relationship during the most recent 6 months in the community. - Has no current marriage or equivalent relationship during the most recent 6 months in the community. - Has no minor children. - No family members were involved in offenderi¿½s life during last 6 months. **DOMAIN 7: MENTAL HEALTH** Needs **Protective** Has never had serious thoughts about suicide. Has no history of mental health problems. Other - Has no history of mental health problems **DOMAIN 1: EDUCATION**

Protective

or GED.

- Is able to read and speak English.

- Highest education level achieved is a 4 year college degree.

- Sees no need for more education i¿1/2 Has High School Diploma

Needs

RFP 952-5395 STR 2.0

Static Risk Scores Report

Subject: 'NULL', LOIS Completed by: Probation, Fresno Co **DOB:** 10/8/1976 **Completed:** 5/15/2015

Risk Category: High Drug

Property Score: 60 Felony Score: 83 Violent Score: 60

Felony Score Property Score		Violent Score	Risk Level
n/a	n/a	>= 96	High Violent
n/a	>= 66	< 96	High Property
>= 66	< 66	< 96	High Drug
< 50	>= 50 and < 66	< 96	Moderate
>= 50 and < 66	< 66	< 96	Moderate
< 50	< 50	< 96	Low

	Static Risk Factors	Answer
1.	Age at time of current assessment	30 to 39
2.	Gender	Female
3.	Prior juvenile felony convictions	One
4.	Prior juvenile violent felony convictions for: homicide, sex, robbery, kidnapping, assault, extortion, unlawful imprisonment, custodial interference, domestic violence or weapon	One
5.	Total Adult Felonies	Four
6.	Felony homicide offense: murder/manslaughter	None
7.	Felony Sex offense	None
8.	Felony violent property offense にソ₂ felony robbery/ kidnapping/extortion/unlawful imprisonment/custodial interference offense/harassment/burglary 1/arson	None
9.	Felony assault offense � not domestic violence related	None
10.	Felony domestic violence assault or violation of a domestic violence related protection order, restraining order, or no-contact order/harassment/malicious mischief	None
11.	Felony weapon offense	None
12.	Felony property offense	Two
13.	Felony drug offense	Two
14.	Felony escape offense	None
15.	Misdemeanor assault offenseïċ½not domestic violence related	None
16.	Misdemeanor domestic violence assault or violation of a domestic violence related protection order, restraining order, or no-contact order	None
17.	Misdemeanor sex offense	None
18.	Misdemeanor other domestic violence offense� any non-violent misdemeanor convictions such as trespass, property destruction, malicious mischief, theft, etc	None
19.	Misdemeanor weapon offense	None
20.	Misdemeanor property offense	None
21.	Misdemeanor drug offense	None
22.	Misdemeanor escape offense	None
23.	Alcohol offense iii/2 misdemeanor and felony	None

 State:
 County:
 Sentence Date:
 Type:
 Sentence Type:
 Source:

 CA
 FRESNO
 5/18/2011
 ADULT
 PRISON
 System or
 System of Record

Crime Title: Offense Cor TAKE VEH WO OWNERS CONSENT/VEHICLE THEFT (F) * VC10851(A) Offense Code: DV: Arrest/Offense VC10851(A) NO Date: 3/24/2011

 State:
 County:
 Sentence Date:
 Type:
 Sentence Type:
 Source:

 CA
 FRESNO
 10/24/2006
 ADULT
 PRISON
 System or
 System of Record

Crime Title: Offense Code: DV: Arrest/Offense RECEIVING STOLEN PROPERTY (F) * PC496(a) NO Date: 9/7/2006

 State:
 County:
 Sentence Date:
 Type:
 Sentence Type:
 Source:

 CA
 FRESNO
 1/29/1999
 ADULT
 PRISON
 System of Record

Crime Title: Offense Code: DV: Arrest/Offense POSSESS CONTROL SUBSTANCE (F) * HS11377(a) Date: 10/22/1998 NO

State: County: Sentence Date: Type: Sentence Type: Source:

RFP 952-5395 STR 2.0

ATTACHMENT B

LKE2IAO 17/12/122/ ADULI PRISUN Systemor Record Crime Title: Offense (POSSESS CONTROL SUBSTANCE (F) * HS11377 Offense Code: DV: Arrest/Offense
HS11377 NO Date: 6/16/1995

 State: County: Sentence Date: Type: Sentence Type: Source:

 CA
 FRESNO
 11/14/1997
 ADULT PROBATION
 System of Record

Crime Title: Offense Code: DV: Arrest/Offense FALSE INFORMATION (M) * PC148.9 NO Date: 8/18/1996

 State: County: Sentence Date: Type: Sentence Type: Source:

 CA
 FRESNO 11/19/1992
 JUVENILE PROBATION
 Systemo
 System of Record

Crime Title: Offense Code: DV: Arrest/Offense BURG/BURG INHABITED DWELL (F) * PC459/460 NO Date: 3/29/1992

State: County: Sentence Date: Type: Sentence Type: Source: CA FRESNO 2/21/1991 JUVENILE OTHER System of

 Crime Title:
 Offense Code:
 DV:
 Arrest/Offense

 FALSE INFORMATION (M) *
 PC148.9
 NO
 Date:

 7/6/1991

2/6/1991

FEE SCHEDULE

Program Slots	Additional Annual Cost Above \$400,000	Total Annual Cost	Describe factors contributing to additional costs
60	\$	\$	
70	\$	\$	
80	\$	\$	
90	\$	\$	
100	\$	\$	