

COUNTY OF FRESNO

REQUEST FOR QUOTATION

NUMBER: 962-5295

ELECTRONIC MONITORING SERVICES - JUVENILE PRE AND POST DISPOSITION

August 6, 2014

ORG/Requisition: 3430999/ 3431500034

PURCHASING USE
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SERVICES - JUVENILE PRE AND POST DISPOSITION.DOC

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

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

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON SEPTEMBER 10, 2014.

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

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

Clarification of specifications is to be directed to: Carolyn Flores, e-mail countypurchasing@co.fresno.ca.us, phone (559) 600-7112, FAX (559) 600-7126.

GENERAL CONDITIONS: See "County Of Fresno Purchasing Standard Instructions And Conditions For Request For Proposals (RFP'S) and Requests for Quotations (RFQ'S)" attached. Check County of Fresno Purchasing's Open Solicitations website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> for RFQ/RFP documents and changes.

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED QUOTATION SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule.

1. Complete delivery will be made within _____ calendar days after receipt of Order.
2. A cash discount _____ % _____ days will apply.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

1. 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.

1. 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, 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.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

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.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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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 IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate 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 uncopyrighted 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.

- B) 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.

12. 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.

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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 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.

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) business 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;
 - 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 hard-disk drive, portable storage device or remote storage installation unless

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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

* 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.

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BIDDING INSTRUCTIONS CONTRACT SERVICES AND SUPPLY

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide electronic monitoring services and equipment for juveniles, both pre and post disposition.

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **does not** apply to this Request for Quotation.

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 quotation and is identified on page one of this Request For Quotation (RFQ).

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

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by August 21, 2014 at 5:00 P.M., cut-off.

Questions shall be delivered to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702, faxed to (559) 600-7126, or E-Mail: CountyPurchasing@co.fresno.ca.us. If faxing, the bidder must confirm receipt by phone, within one-half (1/2) hour of transmission.

NOTE: Time constraints will prevent County from responding to questions submitted after the cutoff date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

AWARD: Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

AUTHORIZED CONTACT: All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this 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 RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this 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 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.

VENDOR CONFERENCE: On August 20, 2014 at 1:30 P.M., a vendor's conference will be held in which the scope of the project and quotation 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. Minutes will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Carolyn Flores at County of Fresno Purchasing, (559) 600-7112, if they are planning to attend the conference.

NUMBER OF COPIES: Submit **one (1) original and three (3) copies** of your quotation no later than the quotation 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 (i.e. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

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

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation 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.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

SPECIFICATIONS AND EQUALS: Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

LITERATURE: Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidders name and address.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Bidder agrees to accept for full credit any merchandise sold by him on contract or award resulting from this bid, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PACKAGING: Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements

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

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

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

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, 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.

PRICES: Bidder agrees that prices quoted are a maximum for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination

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.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ 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 quotation/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.

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

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

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall 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 quotation 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 RFQ, or any competing RFQ, 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.

INVOICING: All invoices are to be delivered to Probation Business Office, 3333 E. American Avenue, Suite B, Fresno, CA 93725 or via e-mail at ProbationInvoices@co.fresno.ca.us. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

PAYMENT: Upon satisfactory completion of work, specified herein and approval by the County, payment will be made in full. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, as previously stated under the General Terms and Conditions in lieu of the net forty-five (45) days payment terms.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the "Scope of Work" are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

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

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 venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or 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.

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.

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.

MATERIALS TO BE NEW: All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

EXAMINATION OF SITE: Where work is to be performed on County site, 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.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

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.

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 Business Manager Greg Reinke, 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.

DEFAULT: In case of default by the selected bidder, the County may procure the 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.

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

ASSURANCES: Any contract awarded under this RFQ 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 RFQ. 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 RFQ. 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.

AUDITS 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.

BIDDER TO COMPLETE THE FOLLOWING:**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.

☐ 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.

(Authorized Signature)

Title

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information as well as the type and number of electronic monitoring units.

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

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

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

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

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

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

OVERVIEW

The County of Fresno on behalf of the Probation Department is requesting quotations from qualified vendors to provide County-funded electronic monitoring (EM) services for its juvenile pre and post disposition EM programs. The selected vendor will provide, install, maintain, and remove all equipment necessary for these programs.

Minors placed in a Pre or Post EM Program must wear the ankle monitor 24 hours a day. He/she must agree and sign a contract outlining the terms and conditions of the program. The minor is given a schedule indicating when he/she has to be at home (usually all non-school hours). Anytime the minor leaves home, it will be recorded by the monitoring agency. The vendor's notification requirements regarding minors in violation are outlined in Section VI of the Scope of Work of this RFQ.

Pre-EM Program

The Court may order a minor be released on EM. The Pre-EM program allows minors to be released from the institution on electronic monitors pending their disposition hearings. Any out of range time occurrences (as noticed to the Probation Department by the vendor) will be compared with the minor's approved schedule by the Pre-EM probation officer to determine if the absence was within the minor's schedule. Any unapproved absence from the home is considered a violation of the Pre-EM contract. A minor who is violating the conditions of the Pre-EM program (including too many tamper messages) may be returned to the Juvenile Justice Campus (JJC) and then taken back to Court with a recommendation to remain in custody pending the remainder of his/her Court hearings.

Post-EM

The Post EM programs include the following: Currently, the Post-EM programs located at the Violet Heintz Education Academy are 30 days (although sometimes 45 or 60 days are ordered) with an option for an additional 30 days for violations. Minors committed to the New Horizons program at the JJC, on rare occasions, have a 30 day period of EM upon release. The Court may also order minors placed on probation, but not committed to the above programs, to serve a period of time on EM not to exceed 90 days. For all Post-EM minors, the probation officer monitors compliance with the rules of the program and takes appropriate action when a minor fails to adhere to program guidelines. A violation of any EM rule by a minor assigned to a Post EM program may result in a return to Court. The Court then decides what sanctions to impose.

Install Locations

All Pre and Post EM installations, with the exception of minors attending the Violet Heintz Education Academy, are conducted by the EM vendor in space provided for this purpose at the Juvenile Justice Campus (JJC). Storage space is also allocated at the JJC for the required EM units. Installations for the Violet Heintz Education Academy (VHEA) are conducted at that facility on Thursdays between 8:00 a.m. and noon. No office or storage space is provided at this location. Vendor may use conference room or multi-purpose room for installations on Thursday mornings. Needed equipment must be brought with the vendor at that time. See Scope of Work, Section IV, for further installation information and addresses.

No Hostage Facility

Contractor's staff will sometimes enter the secure detention facility to retrieve EM equipment from the Booking area. The contractor will be required to advise its employees of the possibility that a hostage taking incident could occur at any time at the Juvenile Justice Campus (JJC), and of the "No Hostage" policy (See **Exhibit B**) within the attached Sample Agreement), which

generally means there will be no bargaining for the release of hostages in exchange for the release of incarcerated youth.

PREA and TB Testing Requirements

As Contractor's staff will sometimes enter the secure detention facility for EM equipment retrieval, Contractor shall comply with all Prison Rape Elimination Act (PREA) (42 U.S.C. § 15601et seq.) standards for juvenile correctional facilities. Pursuant to federal regulations (28 CFR §115.332), the Probation Department will provide training to the Contractor's staff regarding their responsibilities under the Department's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.

Additionally, each of Contractor's staff entering the JJC facilities shall provide proof of a negative skin test for tuberculosis (TB) within the past six (6) months, or, for positive Purified Protein Derivative (PPD) reactors, initial assessment and yearly assessment for signs and symptoms of disease.

SCOPE OF WORK

- I. The County of Fresno on behalf of the Probation Department is requesting quotations from qualified vendors to provide electronic monitoring services and equipment. **The County does not guarantee a minimum level of service. The quantities stated herein are estimated, actual quantities may be less than or greater than stated. The vendor's quoted pricing must allow for all usage levels and should not assume a minimum level of service.** The Vendor shall provide and maintain a backup/replacement inventory of all types of monitoring units equal to fifteen percent (15%) of the actual number of units currently in use at no additional cost. Must restock every two weeks or upon request of the Probation Department. There is to be no charge to the Probation Department for overnight shipping of EM units or associated equipment. Electronic Monitoring services will be required throughout the entirety of Fresno County. The average daily EM population per month for the one year period of June 2013 through May 2014 was as follows:

Average Daily EM Population (June 2013-May 2014)

June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	
19	29	24	24	31	24	30	29	25	17	24	23	Pre-EM
42	30	35	40	41	45	41	35	33	40	44	31	Post-EM
12	7	12	6	12	16	10	10	14	13	9	12	VHEA/DRC
73	66	71	70	84	85	81	74	72	70	77	66	Total

- II. Vendor must have at least five years of experience providing electronic monitoring services as described herein.
- III. These EM devices will be used to electronically record the time period when a probationer leaves and returns to their residence. Vendor must utilize late model EM devices that can be worn on the ankle. The Probation Department is interested in receiving quotes for land-line RF, cellular RF, and one piece GPS (passive/hybrid/active) devices and may contract for one or more types of devices. Examples of acceptable equipment include but are not limited to BI HomeGuard 200 (RF) and 206 (cellular RF), RF Patrol® landline and cellular models, and the BluTag one piece (GPS) device. All equipment offered must perform accurately on a consistent basis. Proposed GPS equipment shall have the ability to detect, record, and report instances of GPS shielding (interfering with the device's ability to receive GPS signals) and jamming (interfering with GPS signals) and providing a "tamper" message instead of a "no signal" message if wearer is attempting to use shielding or jamming to interfere with the proper operation of the device. The device shall acquire GPS within five (5) minutes when placed in an outdoor environment. All GPS devices must be capable of utilizing unlimited alternative location tracking using the cellular network in the absence of GPS at no additional costs. Alternatives to a late model device must be approved prior to the vendor conference.
- IV. The selected vendor will provide, install, maintain, and remove all equipment necessary for this program. Transmitters, with the exception of the Violet Heintz Education Academy (VHEA), are to be installed in space as designated by the Chief Probation Officer or designee. Currently, that space is designated at the Juvenile Justice Campus, 3333 East American Avenue, Building 701-Courthouse, Fresno. Transmitters for the VHEA will be installed at 4939 E. Yale Avenue, Fresno or at an alternate site as determined by the school and the Chief Probation Officer. The vendor may send the receiver home with the probationer and allow him/her to install. However, the vendor must follow up to verify proper installation. If this is the procedure the vendor wishes to use, he/she must state it in his/her

cost quotation. **The vendor must provide in home service for equipment retrieval and malfunction.**

V. Equipment installations are to be performed on County's normal workdays (e.g. Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding Court holidays). There is no requirement for installations at other times or days. Installations for the VHEA site (see IV. above) are done on Thursdays, between 8:00 a.m. and noon.

VI. Vendor shall provide 24 hours per day, seven days per week electronic monitoring. All violations will be reported to Probation staff by vendor, via e-mail, by 7:00 a.m., the day following the violation on a seven day per week, 24 hour per day basis, including holidays.

Additionally, a Daily Activity Report, which includes all EM device activity, must be e-mailed on each EM participant each day by 7:00 a.m. for the previous day's activities.

VII. The Vendor will be responsible for entering into its host computer all information provided by Probation staff including all required demographic, curfew and system configuration data, date of termination data, and all other data that is required for monitoring the transmission data of each participant on Pre and Post EM, as well as document and maintain violation reports and equipment status information for each participant.

VIII. The selected Contractor for this RFQ will provide the following:

Service Delivery Method(s)

Equipment Listing

Pricing Structure

IX. Contractor's personnel assigned to provide services under this Agreement at the JJC must pass a background check conducted by COUNTY at no cost to Contractor, and shall be professionally attired. There shall be no fraternization of Contractor's personnel with any person under the supervision of the Fresno County Probation Department. Any deviation from this policy must be pre-approved by the Probation Department. Contractor shall have bi-lingual (Spanish speaking) staff available.

X. At no additional cost, the Vendor shall supply replacements for tampered, stolen, and damaged equipment up to ten percent (10%) per year of the Probation Department's active units. Vendor must detail within their Price Sheet the per component replacement cost for each component of every proposed equipment model. This replacement cost shall be applied for any excess losses above the allowed annual 10% tampered, stolen and/or damaged equipment replacements, up to a maximum of \$5,000. Vendor is to provide County theft/damage reports quarterly, including devices and serial #'s, as well as documentation of attempts made to retrieve said equipment. **At least two attempts to retrieve equipment at the home must be made.**

XI. County is to be invoiced once per month. Costs will be a flat daily rate (see Cost Quotation Section).

XII. The successful vendor shall enter into an Agreement with the County of Fresno. A sample of that Agreement (**Exhibit A**) is attached; its term and conditions are incorporated herein.

REQUIREMENTS/RESPONSE SECTION

This "REQUIREMENTS/RESPONSE SECTION" includes the following sub-sections:

1. Profile of the Bidder
2. Description of Equipment

This "REQUIREMENTS/RESPONSE SECTION" includes County requirements, specifications and conditions which the bidder must comply with. Additionally, this section addresses a variety of other areas to which the bidders must respond.

Bidders must include with their bid a section entitled "BIDDER'S RESPONSE." This section must include a line by line explanation of how the bidder will accomplish or satisfy each of the items listed under this RFQ's "REQUIREMENTS/RESPONSE SECTION."

Each sub-section of the "Bidder Response Section" (items A through I below) shall be indexed and tabbed for quick reference.

A. Profile of the Bidder

This section of the bid is designed to establish that the bidder has the ability and experience to operate the County funded electronic monitoring program as specified in the RFQ. The following information must be provided:

1. Structure of the Bidder
 - a. Corporate name (If applicable)
 - b. Date incorporated/organized
 - c. State incorporated/organized in
 - d. Corporate officers/principal employees and their qualifications
2. Bidder's Experience in Electronic Monitoring
 - a. Number of years providing electronic monitoring services
3. Description of Current Contracts for County/Government Funded Monitoring Services

Use form provided in this RFQ to list references for five (5) current customers who are utilizing County/Government funded electronic monitoring services.
4. Description of Contracts for County/Government Funded Monitoring Services
Terminated prior to completion of the contract term (2006 to present).
 - a. Agency contracted with
 - b. Date of original contract
 - c. Reason for termination
 - d. Contact person and telephone number for agency
5. Description of Pending Lawsuits
 - a. Location field, name of court and docket number
 - b. Nature of the lawsuit

B. Description of Equipment

This section of the bid should describe the equipment used by the bidder. Equipment must meet the minimum specifications set forth in this RFQ. The Probation Department is interested in quotes for RF, cellular RF, and one-piece GPS equipment. Please include descriptions of all equipment being offered. Any deviations from the specifications must be clearly identified as such.

1. Manufacturer of Equipment

- a. Name, address and phone number of manufacturer
- b. Contact person
- c. Length of time equipment has been used by your firm

2. Central Computer System

Vendor shall have a monitoring system which operates 24 hours/7 days per week, 365 days per year. This section of the bid should describe said monitoring system used by the bidder, addressing each item below, and any deviations from the specifications must be clearly identified as such. If a monitoring center is utilized, all monitoring center staff shall have passed background checks.

The Probation Department shall have access to a web-based offender information management system, available in real-time, any-time format, where authorized personnel can view offender information, curfew schedules, and view and print activity reports.

a. Software capabilities

1. Have the ability to program in at least 3 leaves and 3 entries per offender per day.
2. System capacity shall allow for the programming of multiple curfews for each day of the week and shall support permanent and temporary schedules.
3. Data items which can be stored for each participant shall include but not be limited to name, address, phone number, date of birth, i.d. number, social security number, language, gender, monitoring level, court, case information, DPO information, and photos.
4. Reports/Notifications which can be generated by the system shall, at a minimum, include:
 - (1) Daily Activity Report, which includes all EM device activity.
 - (2) Daily Enrollment/Termination Summary Report which gives a list of the offenders who have been enrolled and those who have been terminated for completion or revocation the previous day.
 - (3) E-mail Notification of Violation Alerts as outlined the Scope of Work.

b. Capacity of system needs to be sufficient to handle the addition of the Fresno County Probation Department's juvenile electronic monitoring program.**c. The monitoring system shall be able to accept messages from multiple Receiver/Dialers at a time. Vendor is to ensure an adequate number of telephone lines are always available for data transmission from the field. Vendor shall have a primary and back up telephone service provider so in the event of a network failure from the primary service provider, calls can be rerouted through the backup telephone services provider.**

- d. Vendor shall prevent loss of memory or data through the use of various techniques such as Redundant Data Storage, Back-up Power Supplies, and Back-up Communication Systems.
3. Transmitter Worn by Offender
- a. Transmitter shall comply with all applicable Federal Communications Commission (FCC) (Part 15) and shall be registered with the FCC. Vendor must supply with this bid the FCC registration number of the transmitter.
 - b. Bidder must certify a radio/cellular/global positioning system transmitting continuous signaling device which meets the following general specifications:
 - 1. Signal of the transmitter must be unique to the individual to whom it is attached
 - 2. Must be shock-resistant, water and moisture-proof and function reliably under normal atmospheric and environmental conditions
 - 3. Must not pose a safety hazard or unduly restrict the activities of the participant
 - 4. Transmitter and band must be hypo-allergenic
 - c. Dimensions and weight shall be close to or the same as models BI HomeGuard 200 (RF) and 206 (cellular RF), RF Patrol® landline and cellular models, and the BluTag one piece (GPS) device.
 - d. Transmitter range shall be close to or the same as models BI HomeGuard 200 (RF) and 206 (cellular RF), RF Patrol® landline and cellular models, and the BluTag one piece (GPS) device.
 - e. Operating frequency range shall be close to or the same as models BI HomeGuard 200 (RF) and 206 (cellular RF), RF Patrol® landline and cellular models, and the BluTag one piece (GPS) device and should not interfere with or be interfered by use of radio transmitters normally used by police/corrections personnel.
 - f. Battery
 - 1. RF battery shelf life of at least two years.
 - 2. RF battery operating life of at least 12 months.
 - 3. Vendor personnel will replace when the batteries are low.
 - 4. The battery for GPS device shall hold a single charge for a minimum period of sixteen (16) hours while performing one minute GPS acquisition and downloading data to the Database System at least once every 15 minutes. The device's battery shall be able to re-charge from dead battery status to fully charged in two (2) hours or less.
 - g. Transmitter should be an ankle device.
 - h. Transmitter shall have tamper resistant features such as found in models BI HomeGuard 200 (RF) and 206 (cellular RF), RF Patrol® landline and cellular models, and the BluTag one piece (GPS) device and have manual and automatic tamper reset features as found in these models. Proposed GPS equipment shall have the ability to detect, record, and report instances of GPS shielding (interfering with the device's ability to receive GPS signals) and jamming (interfering with GPS signals) and providing a "tamper" message instead of a "no signal" message if wearer is attempting to use shielding or jamming to interfere with the proper operation of the device.

- i. Medical or other conditions shall not prevent the transmitter or tamper resistant feature from operating properly with an individual or group of offenders.
4. Receiver/Dialer
 - a. Receiver/Dialer shall comply with all applicable FCC Part 15 and 68 regulations and shall be registered with the FCC. Vendor must supply with this bid the FCC registration number(s) of the Receiver/Dialer.
 - b. Dimensions and weight shall be close to or the same as models BI HomeGuard 200 (RF) and 206 (cellular RF), RF Patrol® landline and cellular models, and the BluTag one piece (GPS) device.
 - c. Method of installation shall be close to or the same as models BI HomeGuard 200 (RF) and 206 (cellular RF), RF Patrol® landline and cellular models, and the BluTag one piece (GPS) device.
 - d. Telephone communications
 1. The Receiver/Dialer shall communicate with the computer upon set up and call into the monitoring center every time the client enters or leaves the home as well as have a default setting to call in every four to six hours with the ability to increase or decrease the frequency.
 2. Line requirements - The Receiver shall operate with pulse or touch tone telephone service.
 3. The Receiver shall plug into a standard two-prong residential AC power outlet and use a telephone cord that plugs into a standard RJ-11 telephone jack.
 4. Vendor shall advise offender at time of RF (landline) installation what will happen if someone is on the phone at the time the Receiver is trying to call the monitoring center, i.e., sound of modem dialing or some other progressive annoyance feature to alert them to get off the phone.
 5. Vendor shall have in place safeguards to prevent loss of data if telephone service is interrupted.
 6. **Active** GPS shall be a service level that must collect a tracking point at least once every minute, and must report information via the cellular network at least once every fifteen (15) minutes and must report tampering and zone violations immediately. Active GPS device shall also have the ability to be remotely contacted to force the device to instantly locate and call back with its data immediately. Vendor shall include unlimited instant cellular locates at no additional costs. **Passive** GPS shall be a service level that collects a tracking point at least once every one minute, and must report information via a cellular or landline telephone at least once every twelve (12) hours. **Hybrid** service plan that collects a tracking point once every minute and reports information via the cellular network at least once every thirty (30) minutes. The system shall have the capacity to convert a device between active and passive mode without removal from the offender or requiring a change of equipment.
 7. All GPS devices must be capable of utilizing unlimited alternative location tracking using the cellular network in the absence of GPS at no additional costs. Vendor shall describe how the web based system reflects the alternative tracking versus GPS tracking and how the location indicators on the map differentiate between the two.

8. All communications to and from the GPS device shall be encrypted to prevent cloning, duplication, interference, spoofing and/or tracing.
- e. Power supply
 1. Required power supply is standard residential 120-volt AC power with only one standard two-prong electrical outlet required.
 2. Backup power supply included
 3. The Receiver shall have data storage capability for a minimum of 48 hours that is automatically triggered in the event power is interrupted.
 4. Surge protectors required
- f. Tamper resistant feature
 1. Vendor's staff shall be trained in visual inspection procedures to determine if unit has been tampered with
 2. Vendor awarded contract shall provide list of various tamper messages and their meaning to County staff
 3. If the Vendor is aware of any known instances where an offender has defeated the tamper resistant features, a description is to be provided;
- g. The Receiver shall have the ability to be programmed to recognize different transmitters in the event a transmitter needs to be changed; however, the Receiver should only be matched to one transmitter at a time and ignore all other signals
- h. In the event phone lines at the central computer are busy when Receiver/Dialer attempts to call, the device should continue to redial at least every couple of minutes until the call gets through. Vendor shall review line efficiency reports on a regular basis to ensure proper line allocation.

5. Drive-By System

The Probation Department is also interested in receiving a separate quote in the Cost Quotation Schedule for 2 Hand-Held Drive-by Units for RF transmitters, which it may or may not decide to include in the contract.

Acceptable hand-held models shall have the ability to distinguish between several transmitters in a given location and be able to monitor multiple offenders; have its own power supply such as rechargeable Lithium batteries, an internal rechargeable battery, or utilize a cigarette lighter adapter; typically pick up a transmitter signal at up to 300 feet; and come with a rubber-duck antenna (or the like) for hand-held use and/or a magnetic roof-top antenna for in-vehicle use.

6. Service and Maintenance of Equipment

Local technicians shall provide COUNTY with simple equipment trouble-shooting at the JJC. Equipment that needs to be returned to the manufacturer or the Vendor for repair will be shipped to the appropriate location by Vendor and at Vendor's expense. Vendor shall provide all maintenance for the EM Units at no charge to COUNTY.

Vendor shall keep a fifteen percent (15%) EM Unit overstock in the local inventory at no additional charge until activated on an EM participant. These EM units will act as replacement for any units that may fail or be needed in the event of sudden program expansion. The Vendor will restock every two weeks or upon the request of the Probation Department. There is to be no charge to the Probation Department for overnight shipping of EM Units or associated equipment.

Replacement of inoperative equipment shall occur within 24 hours or less.

7. Manufacturer's Product Liability Insurance

Vendor must certify the manufacturer has adequate product liability insurance and specify the amount of coverage. If the bid is awarded, at the time of contract, it will be the contractor's responsibility to provide a certificate of insurance from the manufacturer.

COST QUOTATION

1. The Cost Quotation section for electronic monitoring services must include the cost of all monitoring services, equipment, maintenance, training, phone charges, etc., necessary for all County funded electronic monitoring services in Fresno County.
2. Costs must reflect equipment requirements specified in this RFQ. If there are any costs involved, other than those identified, please specify.
3. Vendor is to provide a SEPARATE COST QUOTATION for each type of equipment, i.e., landline-RF, cellular-RF, and GPS, as well as the two hand-held drive-by units (RF) as described in the REQUIREMENT/RESPONSE SECTION. Since the average daily EM population has been below 100 for almost two years now, the Probation Department is not asking for tiered pricing in this quote.

Land-line RF *Unit Price/Day _____

Cellular RF *Unit Price/Day _____

GPS *Unit Price/Day _____ (Active, Hybrid, and Passive Modes)

2 Hand-held Drive-by Units _____

***Vendor to quote daily price here exclusive of sales tax.**

4. Vendor to state if the State of California requires sales tax to be added to the rates offered above. Vendor to indicate by stating "Yes" or "No".

Sales tax to be added: _____

5. Tampered/Damaged/Stolen Equipment component costs:

Description	Unit	Unit Price
Tampered/Damaged/Stolen Equipment Replacement for above RF Continuous Signaling Electronic Monitoring Equipment		
Body-Attached Ankle Bracelet Mfg.: Brand/Model:	EA	
Receiver (Home Unit) – with Landline communication connection Mfg: Brand/Model:	EA	
Receiver (Home Unit) – with Cellular communication Mfg: Brand/Model:	EA	
Tampered/Damaged/Stolen Equipment Replacement for above one-piece body attached device for satellite monitoring and remote tracking service		
Body-Attached Bracelet Device Mfg.: Brand/Model:	EA	
Accessory (such as beacon or similar device, if applicable) Mfg: Brand/Model:	EA	

COST EVALUATION METHODOLOGY

Vendor cost for RFQ evaluation purposes will be determined as follows:

The lowest bid will be determined with the RF landline daily rate counting for 50% and the GPS daily rate counting for the other 50%.

For example:	VENDOR "A"	VENDOR "B"
RF Landline	\$2.45/day	\$2.55/day
GPS	<u>\$3.10/day</u>	<u>\$3.12/day</u>
	\$5.55/day	\$5.67/day

Vendor A would be the lowest bid.

CHECK LIST

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

Check off each of the following:

1. _____ Front page of the Request for Quotation (RFQ) has been signed (original signature) and completed.
2. _____ **One (1) original** and **three (3) copies** of the RFQ have been provided.
3. _____ Addenda, if any, have been completed, signed and included in the bid package.
4. _____ The completed *Reference List* as provided with this RFQ.
5. _____ The *Cost Quotation* as provided with this RFQ has been completed, priced reviewed for accuracy and any corrections initialed in ink.
6. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
7. _____ The *Participation* page as provided within this RFQ has been signed and included.
8. _____ Specification, descriptions etc. for items offered under bidder(s) quotation.
9. _____ A description of the design and techniques that the bidder will use to complete the project.
10. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFQ No.	962-5295
Closing Date:	September 10, 2014
Closing Time:	2:00 P.M.
Commodity or Service:	Electronic Monitoring Services - Juvenile Pre and Post Disposition

This Checklist does not need to be returned with your bid.

EXHIBIT "A"
Sample Agreement

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, (hereinafter "COUNTY"), and _____, a corporation, whose principal address is _____, (hereinafter "CONTRACTOR"). COUNTY and CONTRACTOR each are a "Party" to this Agreement, and together they are the "Parties" to this Agreement.

WITNESSETH

WHEREAS, COUNTY desires to obtain certain electronic monitoring equipment and electronic monitoring and notification services for those juvenile criminal offenders (hereinafter "Participants") who are sentenced to COUNTY's Probation Department's Juvenile Electronic Monitoring Program (hereinafter "the Program"), as provided herein; and

WHEREAS, CONTRACTOR represents that it is qualified to provide such equipment and to perform such services, and has offered to provide such equipment and services to COUNTY, as provided herein.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

I. OBLIGATIONS OF CONTRACTOR**A. General Description of Obligations**

CONTRACTOR shall provide COUNTY all such electronic monitoring and notification services, including, but not limited to, installation and removal of electronic monitoring units described herein, notification services, data entry, and recordkeeping (collectively hereinafter "Monitoring Services"), and further including, but not limited to, all related electronic monitoring units needed to perform such services, as described herein and

1 listed on Exhibit A – “Equipment and Pricing Schedule,” attached hereto and incorporated
2 herein by reference (each hereinafter an “EM Unit,” and collectively hereinafter “EM Units”).
3 The Monitoring Services and EM Units shall be provided by CONTRACTOR on a timely basis
4 as follows.

5 B. EM Units and Monitoring Services

6 1. As requested by COUNTY’s Chief Probation Officer, or his
7 designee, CONTRACTOR shall be available to provide all installations and removals of any
8 EM Units with respect to Participants each Monday through Friday, 8:00 a.m. to 5:00 p.m.,
9 excluding Court holidays. CONTRACTOR shall perform all such installations and removals
10 during the term of this Agreement in the spaces designated in Section II. A. herein by
11 COUNTY’s Chief Probation Officer, or his designee, which spaces will be provided at no
12 charge by COUNTY, at the Juvenile Justice Campus (“JJC”) and at the Violet Heintz
13 Education Academy (“VHEA”) sites, respectively.

14 2. CONTRACTOR shall provide EM Units (RF model # ____ and GPS
15 model #____) and Monitoring Services, as provided herein, as determined by COUNTY’s
16 Chief Probation Officer, or his designee, in his sole and absolute discretion. CONTRACTOR
17 may add or substitute other EM Units which shall be of comparable function and quality
18 (“Substitute EM Units”) to the EM Units, at no additional cost to COUNTY, but only if prior
19 written approval thereof has been obtained from COUNTY’s Chief Probation Officer, or his
20 designee, which may be given or withheld in his sole and absolute discretion, regarding the
21 type and amount of such Substitute EM Units. CONTRACTOR hereby represents that it has
22 the ability to promptly provide such Substitute EM Units, as may be requested by COUNTY’s
23 Chief Probation Officer, or his designee, herein. Any Substitute EM Units approved by
24 COUNTY’s Chief Probation Officer, or his designee, herein, and provided by CONTRACTOR

1 shall be deemed an EM Unit under this Agreement, and shall be subject to all of the terms
2 and conditions of this Agreement. CONTRACTOR shall maintain a 15% EM Unit overstock of
3 all types of EM Units, including a 15% EM Unit overstock of all such approved Substitute EM
4 Units.

5 3. CONTRACTOR shall notify COUNTY of violation reports with
6 respect to Participants as provided herein.

7 4. CONTRACTOR shall provide, at no cost to COUNTY, sufficient
8 batteries, latches and straps, and all other necessary items, and replacements of all of the
9 foregoing (collectively "EM Unit Supplies") for installations of all of the EM Units per year per
10 EM Unit.

11 5. CONTRACTOR shall provide all necessary tools and instruments,
12 and spare parts, for the installations of the EM Units, at no cost to COUNTY.

13 6. CONTRACTOR shall provide twenty-four (24) hour per day, seven
14 (7) days per week, Monitoring Services for all of the Participants, as provided herein.

15 7. CONTRACTOR shall make available language translation services
16 to Participants on an as-needed basis.

17 8. CONTRACTOR's personnel assigned to provide any services under this
18 Agreement at the JJC must pass a background check conducted by COUNTY at no cost to
19 CONTRACTOR, provided that there may be a charge for sub-contractors under Section II.L,
20 herein.

21 9. Each of CONTRACTOR's personnel/interns entering the JJC facilities
22 shall provide proof of a negative skin test for tuberculosis (TB) within the past six (6) months, or,
23 for positive Purified Protein Derivative (PPD) reactors, initial assessment and yearly assessment
24 for signs and symptoms of disease.

1 10. CONTRACTOR shall comply with all Prison Rape Elimination Act
2 (PREA) (42 U.S.C. § 15601et seq.) standards for juvenile correctional facilities. Pursuant to
3 federal regulations (28 CFR §115.332), the Probation Department will provide training to
4 CONTRACTOR's personnel/interns regarding their responsibilities under the Department's
5 sexual abuse and sexual harassment prevention, detection, and response policies and
6 procedures.

7 11. CONTRACTOR's personnel shall wear professional attire when
8 providing any services under this Agreement at the JJC or VHEA.

9 12. CONTRACTOR shall advise its personnel of the possibility that a
10 hostage taking incident could occur at any time at the JJC, and of the "No Hostage" policy,
11 attached hereto as Exhibit B, and incorporated herein by this reference, which generally means
12 that there will be no bargaining for the release of hostages in exchange for the release of
13 incarcerated youth.

14 13. CONTRACTOR shall not allow anyone under the influence of
15 alcoholic beverages or drugs to be allowed inside the JJC or VHEA sites.

16 14. The Parties hereto agree, and CONTRACTOR specifically hereby
17 acknowledges and agrees, that with regard to CONTRACTOR's performance of all of its
18 obligations under this Agreement, including, by way of examples but not as a limitation,
19 installations and removals of EM Units, and delivery and maintenance of all EM Units, time is
20 of the essence.

21 15. Additionally, without limiting the generality of the foregoing
22 provisions of this Agreement, CONTRACTOR shall provide and maintain all EM Units and
23 perform all Monitoring Services and fulfill all responsibilities of CONTRACTOR (also described
24 therein by other titles, including, but not limited to proposer, bidder, or contractor) as identified

1 in COUNTY's Request for Quotation ("RFQ") No. ____-____, dated _____, 2014, as
2 well as Addendum Number One to the RFQ No. ____-____ and CONTRACTOR's Response to
3 the RFQ, dated _____, 2014, all of which shall be attached hereto and incorporated
4 herein by reference and made part of this Agreement. In the event of any inconsistency
5 among these documents, the inconsistency shall be resolved by giving precedence in the
6 following descending order of priority:

- 7 a) to this Agreement, excluding all Exhibits hereto;
- 8 b) to Exhibit B, "No Hostage" policy;
- 9 c) to Exhibit C, Self-Dealing Transaction Disclosure Form;
- 10 d) to Addendum No. One to the RFQ;
- 11 e) to the RFQ;
- 12 f) to Exhibit A – "Equipment and Pricing Schedule;" and
- 13 g) to CONTRACTOR's Response to the RFQ and Addendum No. One
14 (excluding Exhibit A).

15 A copy of this Agreement shall be retained and made available during the term
16 of this Agreement by COUNTY's Probation Department Contract Coordinator.

17 C. Record Keeping

18 1. CONTRACTOR shall be responsible for entering into its host
19 computer, as such information is provided by COUNTY, all required Participant demographic,
20 curfew, and system configuration data, dates of Participant commencement and termination of
21 Program data, and all other Participant data that is required for monitoring the transmission
22 data of each Participant in the Program.

23 2. CONTRACTOR shall maintain census information on all
24 Participants for statistical compilation.

3. CONTRACTOR shall print a summary of all transmissions received during the monitoring of each Participant upon the Participant's completion of his/her electronic monitoring term in the Program as ordered by the Courts.

4. CONTRACTOR shall document and maintain violation reports and EM Unit status information for each Participant.

5. CONTRACTOR shall retain and make available to COUNTY all records required to be maintained under this Section C. throughout the term of this Agreement, plus two (2) additional years beyond the end of the term of this Agreement, for each Participant under this Agreement.

D. Notification Requirements

1. On a twenty-four (24) hour per day, seven (7) days per week basis, including all holidays:

a. All Participants' violations shall be reported by CONTRACTOR to COUNTY's designated staff no later than 7:00 a.m. the day following the violation unless otherwise agreed in writing by CONTRACTOR and COUNTY's Chief Probation Officer.

2. Other supplemental notification procedures, consistent with this Agreement and at no additional cost to COUNTY, may be implemented by written agreement between COUNTY's Chief Probation Officer and CONTRACTOR. Such supplemental notification procedures shall not alter CONTRACTOR's notification requirements under this Section I.D, and shall be subject to all of the terms of this Agreement.

II. OBLIGATIONS OF COUNTY

A. COUNTY will designate and provide space to CONTRACTOR at JJC Building 701, as well as at the VHEA site at 4939 E. Yale Avenue, Fresno or at alternate sites

1 as determined by the school and/or the Chief Probation Officer for CONTRACTOR to provide
2 installations and removals of EM Units under the terms and conditions of this Agreement, at no
3 charge to CONTRACTOR for such use of space.

4 B. COUNTY, at no charge to CONTRACTOR, shall provide
5 CONTRACTOR's personnel assigned to the JJC, and allowed admittance by COUNTY as
6 provided herein, with Vendor identification badges, for performance of services under this
7 Agreement.

8 C. COUNTY shall provide direction to CONTRACTOR's employees in the
9 event of a disturbance inside the JJC facilities.

10 D. COUNTY's Probation Department shall be responsible for all liaison work
11 with all involved or related courts. CONTRACTOR agrees to assist COUNTY's Probation
12 Department as necessary in connection therewith.

13 E. COUNTY's Probation Department shall provide CONTRACTOR with
14 necessary demographic and curfew information for each Participant.

15 F. COUNTY shall compensate CONTRACTOR for satisfactorily provided
16 EM Units and Monitoring Services, as indicated in Section VIII, herein.

17 G. COUNTY's Chief Probation Officer or his designee shall identify and
18 make available COUNTY's staff for purposes of CONTRACTOR's notification as provided in
19 Section I.D, herein.

20 H. COUNTY's Probation Department staff shall perform Participant
21 orientation with respect to the Program prior to Participants' use of their EM Units. Such
22 orientation shall include an admonition that Participants shall not damage or tamper with their
23 assigned EM Units.

24 I. COUNTY's Probation Department shall establish specific policy

1 requirements for CONTRACTOR to follow with respect to monitoring Participants' violations
2 and notification to COUNTY of such violations. CONTRACTOR shall respond to Participants'
3 violations by notification to COUNTY in accordance with such policy. Such policy shall be
4 consistent with the manufacturer's specifications for EM Units, and shall in any event be
5 subject to the terms and conditions of this Agreement.

6 K. COUNTY's Probation Department will notify CONTRACTOR when
7 Participant has been released or terminated from the Program.

8 L. COUNTY's Probation Department shall perform background checks of
9 sub-contractors approved by COUNTY as may be requested by CONTRACTOR. In the event
10 the cost for an individual background check exceeds One Hundred and No/100's Dollars
11 (\$100.00), CONTRACTOR will be responsible for payment for any additional costs associated
12 with the performance of the background check.

13 **III. COUNTY'S AUTHORITY**

14 A. COUNTY's Probation Department shall have the right to conduct
15 background checks, at any time, as deemed necessary by Facility Administrator, on all
16 personnel whom CONTRACTOR will assign or has assigned to work at the JJC under this
17 Agreement. When COUNTY's Probation Department determines that such background checks
18 are to be performed for CONTRACTOR's personnel, such background checks must be
19 completed to Facility Administrator's satisfaction on all such CONTRACTOR's personnel before
20 any admission, or continued admission, of any such persons into the JJC facilities. COUNTY's
21 Chief Probation Officer or his designee shall have sole and absolute discretion to refuse
22 admittance of any of CONTRACTOR's personnel into or from the JJC, and to remove any of
23 CONTRACTOR's personnel from the JJC. COUNTY's Probation Department shall promptly
24 notify CONTRACTOR if any of CONTRACTOR's personnel is found to be unacceptable for

1 admission into the JJC facilities, and upon such notice, CONTRACTOR shall immediately refuse
2 admittance of such person to the JJC.

3 B. In the event of any disturbance inside the JJC, CONTRACTOR shall cause
4 its personnel to immediately follow the orders of the Facility Administrator.

5 C. In the event of a dispute involving COUNTY staff and CONTRACTOR's
6 employee involving JJC security measures, and the like, the on-duty Facility Administrator shall
7 have the final decision, which shall be conclusive.

8 D. COUNTY shall retain complete authority over each Participant in the
9 Program.

10 **IV. DAMAGE, THEFT, AND TAMPERING**

11 CONTRACTOR shall be responsible for all EM Units delivered to COUNTY by
12 CONTRACTOR, including "normal wear and tear." In addition, CONTRACTOR also agrees to
13 provide replacement EM Units, at no cost to COUNTY, for any and all damage, theft,
14 tampering, or misuse of EM Units of up to ten percent (10%) of the total charges paid by
15 COUNTY for all EM Units provided to COUNTY per annual period under this Agreement,
16 based on EM Units actually used, as determined at the end of the each annual period of this
17 Agreement. Except for "normal wear and tear" to any EM Units, COUNTY assumes
18 responsibility for any and all damage, theft, tampering, or misuse of properly-functioning EM
19 Units delivered to it and properly installed by CONTRACTOR in excess of ten percent (10%)
20 of the total charges of all EM Units provided to COUNTY per such annual period (December 1
21 through November 30) under this Agreement, as determined herein, and not to exceed Five
22 Thousand (\$5,000) and No/100's Dollars. Replacement costs for the purposes of this
23 calculation are _____ and No/100's Dollars (\$____.00) for the _____
24 landline RF Receiver and _____ and No/100's Dollars (\$____.00) for the Transmitter,

_____ and No/100's Dollars (____.00) for the _____ cellular RF Receiver and _____ and No/100's Dollars (\$____.00) for the Transmitter, and _____ and No/100's Dollars (\$____.00) for the _____ one-piece GPS unit. CONTRACTOR shall provide COUNTY with quarterly theft/loss reports, including devices and serial numbers. CONTRACTOR shall invoice COUNTY within thirty (30) days of the end of such annual period for the reasonable costs of any repairs or replacements under this Section IV, which shall be due and payable by COUNTY within forty-five (45) days of receipt of invoice by COUNTY.

V. MAINTENANCE

CONTRACTOR shall provide all maintenance for the EM Units at no charge to COUNTY. "Maintenance" for purposes of this Agreement shall mean such periodic maintenance, including testing, repair, and replacement, of EM Units, and any related electronic equipment and systems, as is reasonably appropriate and necessary to keep the EM Units fully operating in a reliable manner at all times under the terms and conditions of this Agreement. However, when COUNTY's personnel are in the field with Participants, such COUNTY personnel shall, as necessary, change EM Unit straps and batteries provided by CONTRACTOR, clean the EM Units, and perform any similar function to preserve the EMS Units.

VI. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on December 1, 2014 through and including November 30, 2017. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Chief Probation Officer or his designee is authorized to execute such

1 written approval on behalf of COUNTY.

2 **VII. TERMINATION**

3 A. Non-Allocation of Funds - The terms of this Agreement, and the provision of
4 EM Units and services to be provided thereunder, are contingent on the approval of funds by the
5 appropriating government agency. Should sufficient funds not be allocated, the provision of EM
6 Units and services provided may be modified, or this Agreement terminated, at any time by
7 COUNTY giving CONTRACTOR thirty (30) days advance written notice.

8 B. Breach of Contract

9 COUNTY may immediately suspend or terminate this Agreement in whole
10 or in part, where in the determination of COUNTY there is:

- 11 (1) An illegal or improper use of funds;
12 (2) A failure to comply with any terms of this Agreement;
13 (3) A substantially incorrect or incomplete report submitted to

14 COUNTY;

- 15 (4) Improperly performed service;

16 In no event shall any payment by COUNTY constitute a waiver by
17 COUNTY of any breach of this Agreement or any default which may then exist on the part of
18 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to
19 COUNTY with respect to the breach or default. COUNTY shall have the right to demand of
20 CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under
21 this Agreement, which in the judgment of COUNTY were not expended in accordance with the
22 terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

23 C. Without Cause

24 Under circumstances other than those set forth above, this Agreement

1 may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of
2 an intention to terminate to CONTRACTOR.

3 D. Return of EM Units

4 Within a reasonable time, not to exceed ten (10) COUNTY working days,
5 following termination or expiration of the Agreement, COUNTY shall assist CONTRACTOR in
6 retrieving all EM Units in the possession of each Participant of the Program.

7 **VIII. COMPENSATION/INVOICING**

8 CONTRACTOR shall provide all EM Units and all related Monitoring Services
9 described herein and shall be compensated according to the pricing structure as shown in
10 Exhibit "A" for each EM Unit provided to a Participant and for which Monitoring Services are
11 provided to COUNTY as provided herein. The EM Units to be considered for compensation
12 and billing purposes are those in use by a Participant and for which Monitoring Services are
13 provided by CONTRACTOR to COUNTY under the terms and conditions of this Agreement,
14 provided however, compensation for any EM Unit shall not be provided beyond the date that
15 COUNTY has notified CONTRACTOR that a Participant has been released or terminated
16 from the Program regardless of whether the EM Unit is in the Participant's possession.
17 CONTRACTOR shall submit monthly invoices addressed to the Fresno County Probation
18 Department, 3333 E. American Avenue, Suite B, Fresno, CA 93725 Attention: Probation
19 Business Office or via e-mail to ProbationInvoices@co.fresno.ca.us.

20 In no event shall compensation for EM Units provided or Monitoring Services
21 performed under this Agreement be in excess of One Hundred Fifty Thousand Dollars and
22 No/100's (\$150,000) during each twelve month period (December 1 – November 30) for this
23 Agreement. It is understood that all expenses incidental to CONTRACTOR's provision of EM
24 Units and performance of services under this Agreement, including any sales taxes, shall be

borne by CONTRACTOR.

Payments by COUNTY shall be made in arrears, for services provided during the preceding month, and made within forty-five days (45) days after receipt of CONTRACTOR's properly completed invoices by COUNTY's Probation Department.

IX. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this 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 venturer, partner, or associate of the COUNTY.

Furthermore, COUNTY shall have no right to control or 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 this

1 Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or
2 to this Agreement.

3 **X. HOLD-HARMLESS**

4 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's
5 request, defend COUNTY, including its officers, agents and employees from any and all costs
6 and expenses (including attorneys fees and costs), damages, liabilities, claims and losses
7 occurring or resulting to COUNTY in connection with the performance, or failure to perform, by
8 CONTRACTOR, including its officers, agents and employees under this Agreement, and from
9 any and all costs and expenses (including attorneys fees and costs), damages, liabilities,
10 claims and losses occurring or resulting to any person, firm or corporation who may be injured
11 or damaged by the performance, or failure to perform, of CONTRACTOR, including its
12 officers, agents or employees under this Agreement.

13 **XI. INSURANCE**

14 Without limiting the COUNTY's right to obtain indemnification from
15 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
16 force and effect the following insurance policies throughout the term of this Agreement:

17 **A. General Liability**

18 Commercial General Liability Insurance with limits of not less than One
19 Million Dollars and No/100s (\$1,000,000.00) per occurrence and an annual aggregate of Two
20 Million Dollars and No/100s (\$2,000,000.00). This policy shall be issued on a per occurrence
21 basis. COUNTY may require specific coverages including completed operations, products
22 liability, contractual liability, fire legal liability or any other liability insurance deemed necessary
23 because of the nature of this contract, to effectuate the purpose of Penal Code section
24 1203.016(j)(3)(B)(iii) & (iv).

1 B. Automobile Liability

2 Comprehensive Automobile Liability Insurance with limits for bodily injury
3 of not less than Two Hundred Fifty Thousand Dollars and No/100s (\$250,000.00) per person,
4 Five Hundred Thousand Dollars and No/100s (\$500,000.00) per accident and for property
5 damages of not less than Fifty Thousand Dollars and No/100s (\$50,000.00), or such coverage
6 with a combined single limit of Five Hundred Thousand Dollars and No/100s (\$500,000.00).
7 Coverage shall include owned and non-owned vehicles used in connection with this
8 Agreement.

9 C. Worker's Compensation

10 A policy of worker's compensation insurance as may be required by the
11 California Labor Code.

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

20 Within thirty (30) days from the date CONTRACTOR executes this
21 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
22 above for all of the foregoing policies, as required herein, to COUNTY's Probation
23 Department, Attention: Probation Business Manager, 3333 E. American Avenue, Suite B,
24 Fresno, CA 93725, stating that such insurance coverages have been obtained and are in full

1 force; that the County of Fresno, including its officers, agents and employees will not be
2 responsible for any premiums on the policies; that such Commercial General Liability
3 insurance names the County of Fresno, including its officers, agents and employees,
4 individually and collectively, as additional insured, but only insofar as the operations under this
5 Agreement are concerned; that such coverage for additional insured shall apply as primary
6 insurance and any other insurance, or self-insurance, maintained by COUNTY, including its
7 officers, agents and employees, shall be excess only and not contributing with insurance
8 provided under CONTRACTOR's policies herein; and that this insurance shall not be
9 cancelled or changed without a minimum of thirty (30) days advance, written notice given to
10 COUNTY.

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

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

17 **XII. MODIFICATION**

18 Any matters of this Agreement may be modified from time to time by the written
19 consent of all the parties without, in any way, affecting the remainder.

20 **XIII. NON-ASSIGNMENT**

21 Neither party shall assign, transfer or sub-contract this Agreement or their rights
22 or duties under this Agreement without the prior written consent of the other party.

23 **XIV. AUDITS AND INSPECTIONS**

24 The CONTRACTOR shall at any time during business hours, and as often as

1 the COUNTY may deem necessary, make available to the COUNTY for examination all of its
2 records and data with respect to the matters covered by this Agreement. The CONTRACTOR
3 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all such
4 records and data necessary to ensure CONTRACTOR's compliance with the terms of this
5 Agreement.

6 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
7 CONTRACTOR shall be subject to the examination and audit of the Auditor General for a
8 period of three (3) years after final payment under this contract (Govt. Code section 8546.7).

9 **XV. NOTICES**

10 The persons and their addresses having authority to give and receive notices
11 under this Agreement include the following:

12
13 COUNTY: Chief Probation Officer
14 Fresno County Probation Department
15 3333 E. American Avenue, Suite B
16 Fresno, California, 93725

17 CONTRACTOR: _____
18 _____
19 _____
20 _____

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

25 **XVI. GOVERNING LAW**

Venue for any action arising out of or relating to this Agreement shall only be in

1 Fresno County, California. The rights and obligations of the parties and all interpretation and
2 performance of this Agreement shall be governed in all respects by the laws of the State of
3 California.

4 **XVII. CONFORMANCE WITH ALL APPLICABLE LAWS**

5 CONTRACTOR shall provide all of the EM Units and Monitoring Services, as
6 described in this Agreement, and perform all of its other obligations hereunder, in compliance
7 with any and all applicable standards promulgated by state correctional agencies and bodies,
8 including, but not limited to, the Board of State and Community Corrections, and all statutory
9 provisions and mandates, state and county, as appropriate and applicable to the operation of
10 electronic monitoring home detention programs and the supervision of sentenced offenders in
11 a home detention program, including, but not limited to, Penal Code sections 1203.016 and
12 1208.2.

13 **XVIII. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

14 This provision is only applicable if the CONTRACTOR is operating as a
15 corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the
16 CONTRACTOR changes its status to operate as a corporation.

17 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
18 transactions that they are a party to while CONTRACTOR is providing goods or performing
19 services under this agreement. A self-dealing transaction shall mean a transaction to which
20 the CONTRACTOR is a party and in which one or more of its directors has a material financial
21 interest. Members of the Board of Directors shall disclose any self-dealing transactions that
22 they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form,
23 attached hereto as Exhibit C and incorporated herein by reference, and submitting it to the
24 COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

XVIV. ENTIRE AGREEMENT

This Agreement, including all Exhibits hereto and RFQ No. ____-____, dated _____, 2014, Addendum Number One to the RFQ No. ____-____ and CONTRACTOR's Response to the RFQ, dated _____, 2014, constitutes the entire Agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

CONTRACTOR**COUNTY OF FRESNO**

Name
Title

Andreas Borgeas
Chairman, Board of Supervisors

Date: _____

Date: _____

ATTEST:
Bernice Seidel, Clerk to Board of Supervisors

By _____
Deputy

REVIEWED & RECOMMENDED
FOR APPROVAL:

Rick Chavez, Chief Probation Officer

APPROVED AS TO LEGAL FORM:
Daniel C. Cederborg, County Counsel

By _____
Deputy

APPROVED AS TO ACCOUNTING FORM:
Vicki Crow, CPA
Auditor-Controller/Treasurer-Tax Collector

FOR ACCOUNTING USE ONLY:

By _____
Deputy

Org. No.: 3430
Acct. No.: 7295

EXHIBIT A

EM UNIT AND MONITORING SERVICE PRICING SCHEDULE (DAILY RATE)

<u>Model</u>	<u>Unit Price/Per Day</u>
* _____	_____
* _____	_____
* _____	_____

_____ will provide two (2) _____ Hand Held Drive-by units to Fresno County at _____ charge.

*As approved by COUNTY's Chief Probation Officer, or his designee

PRICING INCLUDES ALL EQUIPMENT (EM UNITS AND SUPPORTING EQUIPMENT)

PLUS:

- Compensation and billing for days in use only, per the terms and conditions of this Agreement.
- On-Site training.
- Supplies as needed, per the terms and conditions of this Agreement.
- 24 Hour, 7 days per week, monitoring.
- Violation notification by e-mail.
- Daily summaries of Participant (offender) activities.
- Full tamper reporting features.
- 24 Hour, 7 days per week, "800" Line for assistance.

EXHIBIT "B"

No Hostage Policy



Subject: Hostage Situations

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

Date Revised: February 1, 2008

**Authority: Title 15; Section 1327;
California Code of Regulations**

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

I. HOSTAGE SITUATION PROCEDURES

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
 1. Summon assistance from other officers as required.
 2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
 3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
 4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
 5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.
- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:

1. The number and identity of both the hostages and hostage takers;
 2. Any known weapons possessed by the hostage takers;
 3. The demands of the hostage takers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

II. PARENTAL AND MEDIA INFORMATION

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

III. SECURITY AND OPERATIONAL REVIEW

- A. Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.

EXHIBIT "C"

Self-Dealing Transaction Disclosure Form

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	