

# COUNTY OF FRESNO

## REQUEST FOR PROPOSAL

NUMBER: 962-5313

### JUVENILE COMMUNITY SERVICE WORK PROGRAM (CSWP)

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Issue Date: November 19, 2014

Closing Date: DECEMBER 22, 2014

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

Questions regarding this RFP should be directed to: Carolyn Flores,  
phone (559) 600-7112, e-mail [countypurchasing@co.fresno.ca.us](mailto:countypurchasing@co.fresno.ca.us), or fax (559) 600-7126.

Check County of Fresno Purchasing's Open Solicitations  
website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>  
for RFP documents and changes.

Please submit all Proposals to:

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

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#### BIDDER TO COMPLETE

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

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COMPANY

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ADDRESS

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CITY

STATE

ZIP CODE

( )

( )

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

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SIGNED BY

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PRINT NAME

TITLE

**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, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

**2. SUBMITTING BIDS:**

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

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

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

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

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

**3. FAILURE TO BID:**

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

**4. TAXES, CHARGES AND EXTRAS:**

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

**5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:**

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

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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 un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

### 9. SAMPLES:

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

### 10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- 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.

### 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.

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### 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) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

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

### 19. OBLIGATIONS OF CONTRACTOR:

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

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

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

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

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

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

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - 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 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.

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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.

### 24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

The link below references the Fresno County Board of Supervisors Administrative policies that will apply to this Request for Proposal.

[Click here to view](#)

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## OVERVIEW

The County of Fresno, on behalf of the Probation Department, is requesting proposals from qualified vendors to provide services to support a “Juvenile Community Service Work Program” (CSWP). Juveniles will be referred to the CSWP under order of the Juvenile Delinquency Court. The CSWP is designed to hold juveniles accountable for their delinquent behavior by offering work experience in lieu of custody. The program is used by the Juvenile Court as an alternative to incarceration, by Deputy Probation Officers as an accountability measure, and by Police/Probation Teams both as a rehabilitative sanction and a diversionary activity. This program also benefits the people of Fresno County by providing grounds-keeping and other services for public agencies.

The Probation Department is seeking a qualified vendor to schedule work days with approved public agencies, transport work crews to and from job sites, supervise crews as they work, enforce all program rules of the CSWP, and to provide reports on work done by individual juveniles, as well as statistics on juveniles and work sites visited each month.

The Probation Department will assign juveniles to work crews and provide a list of approved work sites to the vendor. One work crew will be scheduled each day, Wednesday through Sunday. An additional work crew will be scheduled each Saturday and Sunday.

If sufficient juveniles are referred, Probation may schedule two work crews each day, Wednesday through Sunday.

If the contractor is able to provide a third van, a third work crew may be added during weekends, the summer months and school holidays.

- It is anticipated that work will be scheduled 250 days each year.
- The size of each “work crew” is between two and thirteen juveniles, determined by the number scheduled to work, and the number who arrive at the meeting location on the work day. If attendance is limited to a single juvenile, the juvenile will be given credit for the day and dismissed. Contractor will be compensated at the contracted rate regardless of the number of juveniles supervised.

A detailed Scope of Work provides the County’s expectations for provision of these services.

Potential Contractors should propose a plan for providing the specified services for this population of juveniles. Demonstrate awareness of challenges involved and knowledge of applicable laws, regulations, and operating principles. Describe the structure of the organization, its capability of fulfilling this scope of work and its experience in providing similar services. Describe qualifications and experience of management and key staff. Please be specific about how services would be provided in the event of mechanical failure of a van or staff illness/absence.

Note: The selected CONTRACTOR shall provide, in addition to insurance policies listed in the Insurance Section, Sexual Abuse/Molestation Liability Insurance (including but not limited to corporal punishment liability, sexual abuse and molestation liability, and child abduction liability) with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

## KEY DATES

**RFP Issue Date:** **November 19, 2014**

**Vendor Conference:** **December 4, 2014 at 1:30 P.M.**

***Vendors are to contact Carolyn Flores at (559) 600-7110 if planning to attend vendor conference.***

County of Fresno – Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

**Deadline for Written Requests for Interpretations or Corrections of RFP:**

**December 9, 2014 at 9:00 A.M.**

Fax No. (559) 600-7126

E-Mail: [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us)

**RFP Closing Date:**

**December 22, 2014 at 2:00 P.M.**

County of Fresno - Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702



## TRADE SECRET ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

### TRADE SECRET ACKNOWLEDGEMENT

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

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

Enter company name on appropriate line:

|                |                                                                                                                                                                                                                                                     |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                | Has submitted information identified as Trade Secrets in a separate marked binder.**                                                                                                                                                                |
| (Company Name) |                                                                                                                                                                                                                                                     |
|                | Has <b>not</b> submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record. |
| (Company Name) |                                                                                                                                                                                                                                                     |

### ACKNOWLEDGED BY:

|                      |       |           |
|----------------------|-------|-----------|
|                      | ( )   |           |
| Signature            |       | Telephone |
|                      |       |           |
| Print Name and Title | Date  |           |
|                      |       |           |
| Address              |       |           |
|                      |       |           |
|                      |       |           |
| City                 | State | Zip       |

\*\*Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

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## DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

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

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - 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.

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

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

**CERTIFICATION**

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

Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**REFERENCE LIST**

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

Reference Name: \_\_\_\_\_ 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 RFP.***

## PARTICIPATION

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

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

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

☐ 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.

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(Authorized Signature)

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Title

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

## GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED**

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

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

**EVALUATION CRITERIA:** Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete

or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

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

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

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

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

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

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

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

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

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

**INSURANCE:**

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

A. Commercial General Liability

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

B. Automobile Liability

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

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than

One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

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

**D. Worker's Compensation**

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

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

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Probation Department, 3333 E. American Avenue, 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.

**NOTE:** The selected CONTRACTOR shall provide, in addition to insurance policies listed above, Sexual Abuse/Molestation Liability Insurance (including but not limited to corporal punishment liability, sexual abuse and molestation liability, and child abduction liability) with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

**AUDIT AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three

years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

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

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

### **CONFIDENTIALITY**

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

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

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

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

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

### **APPEALS**

Appeals must be submitted in writing within \*seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2<sup>nd</sup> Floor, 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 process.

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

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

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

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

**RIGHTS OF OWNERSHIP**

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

## SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

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

**AUTHORIZED CONTACT:** All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, 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, 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 December 4, 2014 at 1:30 p.m., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2<sup>nd</sup> Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact 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, with two (2) \*reproducible compact disc enclosed and five (5) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to County of Fresno Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

**\*Bidder shall submit two (2) reproducible compact disc (i.e.: PDF file) containing the complete proposal excluding trade secrets. Compact disc should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the disc is not misplaced.**



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

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

- a. Such questions are submitted in writing to the County Purchasing not later than December 9, 2014 at 9:00 a.m. Questions must be directed to the attention of Carolyn Flores, Senior Buyer.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us).

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

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

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

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

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

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

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

is to include in response the names and titles of officials authorized to conduct such negotiations.

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

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

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

***Bonding Company Requirements:*** Each bond specified in this RFP (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248. Each bond specified in this RFP shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Fresno. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of Fresno, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of less than B+ or a financial size designation of less than VIII. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

**NOTICE TO PROCEED:** Following execution of the agreement by both parties (County and Contractor), the County will issue a written Notice to Proceed for the project specified herein. The completion period as defined below, shall commence upon the date that the Notice to Proceed is delivered to the Contractor.

## SCOPE OF WORK

The County of Fresno on behalf of the Department of Probation is requesting proposals from qualified vendors to:

### **I. Provide two adults to supervise each CSWP work crew of up to 13 juveniles.**

- A. Required skills and abilities for staff that supervise juveniles include:
  1. Ability to establish rapport with persons of differing ethnic and socio-economic backgrounds;
  2. Good oral and written communication skills;
  3. Ability to maintain visual and auditory observance of juveniles' behavior;
  4. Ability to work in a frequently hostile, unpredictable, and unpleasant environment;
  5. Ability to keenly observe and provide detailed and accurate descriptions of observations;
  6. Ability to firmly enforce rules and regulations;
  7. Ability to adapt quickly and effectively to emergency situations; and
  8. A high degree of maturity, integrity, emotional stability, and good judgment.
- B. Minimum qualifications for staff that supervise juveniles are:
  1. Education: Completion of sixty (60) units of academic college work from an accredited college or university that is acceptable within the United States' college or university system.
  2. License: Possession of a valid class "B" Driver's License for operation of the 15 passenger van(s) employed by CONTRACTOR
  3. Certificate: Possession of a valid First Aid and Cardiopulmonary Resuscitation (CPR) certificate
  4. Age: Must be 18 years of age.
  5. Must successfully complete a Probation Department Vendor/Contractor background check, including a DMV report, finger prints and current TB test.
- C. Duties and responsibilities of CSWP supervision staff—this list is neither inclusive nor exclusive, but indicative of expectations:
  1. Follow CSWP policy and procedures (**Exhibit A**),
  2. Enforce CSWP rules for all juveniles (**Exhibit B**),
  3. Ensure vans, equipment, and tools are in proper working order,
  4. Greet juveniles and sign them in when they arrive,
  5. Provide brief orientation and expectations to juveniles after sign in,
  6. Hold personal items not allowed on work crews until the end of the day,
  7. Transport juveniles to work site,
  8. Review work site, upon arrival, for unsafe conditions,
  9. Provide direct supervision of juveniles from arrival until each is dismissed as authorized by parent/guardian or delivered home by CONTRACTOR,
  10. Report incidents to the Probation Department Liaison, within the established protocols,
  11. Monitor weather conditions as the day progresses to ensure safety,
  12. Transport work crew back to central meeting point,
  13. Grade participation of each juvenile each work day, and
  14. Complete reports required by CSWP Program.
- D. Maintain Confidentiality and Comply with Reporting Requirements regarding juvenile offenders and minors, including but not limited to:
  1. Mandated Child Abuse Reporting, and
  2. Confidentiality and release of information.

**II. Schedule work sites from a COUNTY approved Work Site list, employing scheduling priorities established by Probation.**

- A. Sites may be added or deleted at any time by Probation.
- B. Alternative Indoor work assignments may be provided by Probation if weather conditions preclude outdoor work.
- C. CONTRACTOR may suggest additional work sites which, if approved, will be added to the Work Site List.
- D. Any revenues CONTRACTOR collects as a result of CSWP work will be shown as "CREDIT" on invoices to Probation.

**III. Provide transportation for each work crew**

- A. CONTRACTOR must provide two 15 passenger vans.
  - 1. Van(s) must have safety features that comply with the California Vehicle Code and Cal OSHA.
  - 2. Van(s) must be mechanically reliable and fueled sufficiently prior to the beginning of each work day
- B. CONTRACTOR shall pick up juveniles at a central meeting location approved by COUNTY, and transport them to the work site.
- C. CONTRACTOR shall transport juveniles back to the central meeting location approved by COUNTY.
- D. CONTRACTOR's van must remain on-site with each work crew.
- E. CONTRACTOR shall ensure that all work crew supervisors meet California Vehicle Code specialized license requirements of 15 passenger vans.

**IV. Comply with all Cal OSHA requirements for ensuring safety of workers. Provide Safety and Hygiene Equipment for each work crew, including:**

- A. One portable toilet,
- B. Water and paper cups,
- C. Portable shade structure adequate to provide shade for work crew during breaks,
- D. First Aid Kit, and
- E. Personal Protective Equipment, including gloves and brightly colored vests

**V. Communicate with Probation and Report on CSWP Activities**

- A. Provide cell phones/radio access for CONTRACTOR's employees to allow direct communication between work crew supervisors and Probation, parents, emergency services.
- B. Provide internet access to submit reports on attendance and grades for participants on each work crew by the day following the scheduled work.
- C. Submit all CSWP forms and digital reports to Probation on a timely basis, per established procedure.
- D. Provide a CSWP Activity Report for each month, by the 15<sup>th</sup> of the following month, including measures, such as:
  - 1. Number of juveniles reporting to CSWP
  - 2. Number of no-shows
  - 3. Number who were not allowed to accompany the work crew
  - 4. Number successfully completing the work day
  - 5. Number of disciplinary problems.
  - 6. Number of injuries
  - 7. Community service work days or hours performed by juveniles
  - 8. Work Sites serviced

**Fresno County Probation Department  
CSWP for Juvenile Offenders**

**COUNTY Responsibilities:**

The Department's policies and procedures in regard to the Community Service Work Program for juvenile offenders are found in Exhibit A. While the Probation Department has many CSWP responsibilities outside the scope of this AGREEMENT, the COUNTY's responsibilities within this AGREEMENT include:

1. Provide CONTRACTOR with list of juveniles on work crew according to timeline specified in negotiated Agreement.
2. Provide CONTRACTOR with annual calendar of scheduled work crew days.
3. Inform CONTRACTOR if weather or other conditions that prohibit outdoor work are known in advance.
4. Provide CONTRACTOR with Work Site List, priorities for scheduling sites and contact information for each work site.
5. Provide Workers' Compensation Coverage for each juvenile participant—or ensure that another agency provides such, if it is not a County owned work site.
6. Provide CONTRACTOR with up-to-date CSWP policies and procedures and, unless pertaining to juvenile safety, provide any proposed changes to CONTRACTOR 15 days in advance of implementation.
7. Provide CONTRACTOR with access to web-based reporting system.

## COST PROPOSAL

The following language will be included in the contract for these services:

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

All administrative, operating, and payroll expenses related to providing the services listed in the Scope of Work must be included in this cost proposal. No other compensation will be paid to the Contractor. Accounting for holidays, it is anticipated that work crews will be scheduled on 250 days each year.

The size of each day's "work crew" will be determined by:

- Number of juveniles scheduled to work, and
- Number of juveniles who arrive on the scheduled day

The Agreement will provide that regardless of the number of juveniles in each work crew, Contractor will provide all services in the Scope of Work and County will compensate at the contracted rate.

It is the COUNTY's intent to begin this program by scheduling one work crew each day from Wednesday through Friday, and two work crews on Saturdays and Sundays. If there are sufficient referrals to the program, the COUNTY may elect to schedule two work crews each day from Wednesday through Sunday.

What is the **annual** cost of supervising and transporting **one work crew, each day, Wednesday through Sunday**? \$ \_\_\_\_\_

What is the **annual** cost of supervising and transporting a **second work crew each Saturday and Sunday**? \$ \_\_\_\_\_

What is the additional **annual** cost of supervising and transporting the **second Work crew, each day, Wednesday through Friday**? \$ \_\_\_\_\_

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If the contractor can provide supervision and transportation for more than two work crews, and Probation has sufficient referrals, a third van may be added on weekends and/or school holidays. **(This question is for future reference only—a third van is NOT a requirement of this RFP and your response will not be included in evaluation of proposals.)**

Is the bidder able to provide services for a third work crew?      ☐ Yes      ☐ No

If so, what is the **weekly cost** of transporting and supervising a **third work crew**...

Each day, from Wednesday through Friday? \$ \_\_\_\_\_

Each Saturday and Sunday? \$ \_\_\_\_\_

## PROPOSAL CONTENT REQUIREMENTS

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

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

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

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

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

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

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall

comply with all federal, state and local conflict of interest laws, statutes and regulations.

V. TRADE SECRET:

A. Sign where required.

VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VII. REFERENCES

VIII. PARTICIPATION

IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- B. Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exceptions to Scope of Work.
- E. Exceptions to Proposal Content Requirements.
- F. Exceptions to any other part of this RFP.

X. VENDOR COMPANY DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**



G. Describe all contracts that have been terminated before completion within the last five (5) years:

1. Agency contract with
2. Date of original contract
3. Reason for termination
4. Contact person and telephone number for agency

H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:

1. Location filed, name of court and docket number
2. Nature of the lawsuit or legal action

I. Describe any payment problems that you have had with the County within the past three (3) years:

1. Funding source
2. Date(s) and amount(s)
3. Resolution
4. Impact to financial viability of organization.

XI. SCOPE OF WORK:

A. Bidders are to use this section to describe the essence of their proposal.

B. This section should be formatted as follows:

1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.

C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."

D. A complete description of any alternative solutions or approaches to accomplishing the desired results.

XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.

XIII. CHECK LIST

## AWARD CRITERIA

### **CAPABILITY, QUALIFICATIONS AND MANAGEMENT PLAN – 50 percent**

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?
- B. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- C. Does the bidder demonstrate awareness of the problems associated with providing the proposed services and knowledge of laws, regulations, and effective operating principles required to provide this service?
- D. What is the bidder's experience in providing the specified services?
  - 1. Experience collaborating with other agencies?
  - 2. Experience transporting juveniles?
  - 3. Experience supervising at-risk and delinquent juveniles?
  - 4. Experience collecting and reporting data?
  - 5. Experience contracting with a California County?
- E. Does the bidder demonstrate capability to provide services despite barriers such as mechanical problems, employee illness, and vacation time?

### **COST – 50 percent**

- A. Annual Rate one crew, each day, Wednesday through Sunday.
- B. Annual Rate for second crew each Saturday and Sunday.
- C. Annual Rate for second crew, each day, Wednesday through Friday.

## CHECK LIST

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

*Check off each of the following:*

1. \_\_\_\_\_ The Request for Proposal (RFP) has been signed and completed.
2. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
3. \_\_\_\_\_ One (1) original plus five (5) copies of the RFP have been provided.
4. \_\_\_\_\_ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
5. \_\_\_\_\_ The completed *Criminal History Disclosure Form* as provided with this RFP.
6. \_\_\_\_\_ The completed *Participation Form* as provided with this RFP.
7. \_\_\_\_\_ The completed *Reference List* as provided with this RFP.
8. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
9. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

|                          |                                                       |
|--------------------------|-------------------------------------------------------|
| County of Fresno RFP No. | <u>962-5313</u>                                       |
| Closing Date:            | <u>December 22, 2014</u>                              |
| Closing Time:            | <u>2:00 P.M.</u>                                      |
| Commodity or Service:    | <u>Juvenile Community Service Work Program (CSWP)</u> |

**Return Checklist with your RFP response.**

# EXHIBIT A

## Fresno County Probation Department CSWP Policies and Procedures

Policies and Procedures applying to the CSWP CONTRACTOR are outlined below. References to "Probation" refer to the Deputy Probation Officer or Probation Services Manager responsible for CSWP.

- A. Probation takes care not to assign inappropriate juveniles to CSWP, however, Probation must be notified if CONTRACTOR becomes aware that a juvenile assigned to a work crew:
  1. Is pregnant
  2. Has a chronic, serious medical problem
  3. Has had a recent injury, surgery, or is wearing a cast
  4. Is on psychotropic medication
  
- B. CONTRACTOR's compliance – each employee working with the CSWP program in any capacity is responsible to advise Probation of:
  1. Any noncompliance by CONTRACTOR's staff in regard to the CSWP rules, regulations, guidelines or contract,
  2. Any illegal/unethical activity by CONTRACTOR's staff
  3. Any issues that affect the smooth running of the CSWP program
  
- C. Supervision of Juveniles – Each CSWP staff member is responsible for the supervision of all juveniles assigned to the work crew from the time they arrive at the designated reporting location until each juvenile has been dismissed according to parental instructions or delivered home by CONTRACTOR. CONTRACTOR's employees assigned to supervise CSWP work crews must fulfill all responsibilities included in the Scope of Work. In addition, the following specific duties are to be performed:
  1. In advance of each CSWP work day, CSWP Supervisors shall:
    - a. Have clear directions on the location of the work site and the type of work to be done
    - b. Have pens and a clip board with the day's work crew roster, incident reports and grading sheets
    - c. Ensure that the van is fueled, clean, and stocked with cups, water, safety equipment and tools
    - d. Ensure that the portable toilet is clean and stocked with supplies
    - e. Hitch the portable toilet to the van, and prepare for departure
  2. To begin each CSWP work day, CSWP Supervisors shall:
    - a. Record attendance of the work crew between 7:15 a.m. and 7:30 a.m.
      - (1) Juveniles arriving late to the original meeting site will be allowed to work providing there is room in the vehicle to transport them and the vehicle has not left.
      - (2) If a minor arrives late and the work crew vehicle has left, he/she will be shown on the roster as not present and the guardian notified.
    - b. Review CSWP rules and work expectations and consequences, including behavior levels, disciplinary and grading system with the minors before they leave for the work site.
    - c. Ensure that juveniles are dressed in accordance with program guidelines and appropriately for weather conditions.

- d. Collect any items that are not allowed on work crews.
    - (1) Confiscate any illegal contraband, such as weapons, drugs or drug paraphernalia. Call law enforcement. Juvenile will not be allowed to accompany work crew.
    - (2) Take possession of any personal items and store them in the van until dismissal of the work crew.
  - e. Take a count of juveniles before leaving the parking lot of the designated reporting location.
  - f. Make every effort to leave for the job site no later than 8:00 a.m.
3. At the CSWP work site, Supervisors shall:
- a. Upon arrival at the work site, inspect for hazards to ensure safety of work crew and staff.
  - b. Ensure that the van is unloaded of all passengers and tools. The van should be locked, and remain secured/locked, unless in use to transport the work crew.
  - c. Confirm the count of work crew members at random during the day, during each break and before departing the job site at the end of the day.
  - d. Have juveniles sign in at lunch time.
  - e. Maintain constant visual supervision of juveniles in the work crew. Staff should be positioned close enough to maintain control and be able to respond appropriately to emergency situations.
  - f. Complete an incident report for every injury or accident by the end of the day on which the incident occurred.
4. At the end of each CSWP work day. Supervisors shall:
- a. Rate the performance of each juvenile according to the following grading structure, and submit a record of the grades earned:
    - E = Exceptional work performance on the work crew. (For every four days that this grade is earned, a minor will receive one day of credit at the end of his/her commitment.)
    - S+ = Above average performance and effort on the work crew.
    - S = Satisfactory performance on the work crew.
    - S- = Below average performance on the work crew or the minor committed as minor rule violation. (Receiving this grade may result in a warning regarding future performance or TERMINATION from the program.)
    - N/C = (No Credit). This grade is given for unacceptable performance and/or major rule violations. If a minor receives this grade, he/she shall be dropped from the program. The reason the minor received the N/C must be documented on an incident report.
  - b. Submit attendance of work crew, work site visited and work accomplished, individual grades and any incident reports to the website provided by Probation
  - c. If a juvenile is not picked up at the designated reporting location, CSWP staff will make attempts to contact the parent/guardian or one of the persons designated on the juvenile's emergency contact list. If transportation cannot be arranged, CSWP staff will take the juvenile home and write an incident report.
5. CSWP Supervisors shall not, at any time:
- a. Leave juveniles unsupervised.
  - b. Allow participation in "horseplay," wrestling, arm wrestling, or "shadow boxing" by any juvenile or CSWP employee.

- c. Chase a juvenile.
- 6. Physical Contact – Staff should not have cause to come into physical contact with any juvenile unless rendering first aid, using minimal force to break up a fight, or defending themselves from attack.
- 7. Physical Force – Situations may arise where it will be necessary for a CSWP staff member to use force against a minor on the program. This will only be done to protect the physical safety of staff and others, or to prevent serious damage to property. If force is required, it must be applied at the minimal level required restore order and ensure safety.
- 8. Juvenile Noncompliance -- If a juvenile refuses to comply with directions of the staff, an Incident Report will be submitted. If noncompliance involves a serious law violation; i.e., assault, CSWP staff shall call the appropriate law enforcement agency.
- 9. Juvenile Runaway – If a juvenile leaves a worksite without permission, there will be no chase. The parent/guardian will be notified immediately that the juvenile has left the worksite. Probation shall be notified by telephone, and an incident report written.

D. CSWP Medical Procedures

- 1. CSWP staff members are responsible for the physical safety of the juveniles and will provide or obtain needed medical treatment for illnesses and injuries which occur to them while on the program. All work-related injuries to juveniles are to be reported as on-the-job injuries covered under the COUNTY's Worker's Compensation insurance. Probation shall be contacted immediately. By the end of the day or as soon as feasible, all appropriate reports are to be completed.
  - a. In case of serious medical injury, one supervisor should begin administering first aid while the other makes three calls, in this order:
    - (1) 9-1-1 for paramedic assistance
    - (2) Parent/Guardian/Emergency Designee to notify the family of the juvenile's injury/illness and transportation by ambulance for medical care
    - (3) Probation
  - b. When a less serious injury that requires immediate attention occurs at the work site, CSWP staff will contact the Parent/Guardian/Emergency Designee to have the juvenile picked up. The family will be informed that Fresno County's Workers' Compensation program will cover medical care at designated providers. Workers' Compensation information will be sent with the juvenile.
  - c. If a juvenile complains of an illness or injury that is not apparent to the CSWP supervisor, the Parent/Guardian/Emergency Designee should be contacted and directed to pick up the juvenile. If the parent believes that the illness/injury is work-related, they should be informed of and given information on Fresno County's Workers' Compensation program.
  - d. If the appropriate person cannot be contacted and the injury requires immediate medical attention, but does not require paramedic response, the CSWP supervisors should transport the work crew to the hospital with the injured party. CSWP Contractor shall then determine whether to return to the work site to finish the day or to the designated meeting location for dismissal of the work crew.
- 2. If a staff person becomes sick or is injured on the job, the CONTRACTOR should be contacted to notify CONTRACTOR's Worker's Compensation carrier. CONTRACTOR shall make every attempt to send a qualified substitute supervisor to complete the work day.

**E. Breaks –**

1. Juvenile work crew members receive 10 minute breaks throughout the day, beginning one hour after arriving at the work site, and continuing every hour thereafter.
2. Lunch time will be determined by the shift leader, and a 30 minute lunch break will be taken.
3. Neither juveniles nor staff may visit any grocery/convenience store, fast food establishment or other eatery at any time during the workday.

**F. Weather and Sun Protection –** When the forecast for the day indicates a dangerously high temperature, or when the temperature climbs unexpectedly, CONTRACTOR shall comply with all Cal OSHA requirements. At minimum, the following will be put into effect:

1. Juveniles will be informed of the signs of heat exhaustion.
2. Juveniles will receive water breaks at least hourly and there shall be no limit on water consumption. Fruit snacks will be allowed at the first break, if brought by juveniles.
3. Juveniles will be reminded to wear hats and use sun-screen.
4. If heavy manual labor is scheduled, the CSWP supervisor will select a less demanding worksite or level of work expectancy, or the Probation Department may schedule an indoor service opportunity.
5. Upon arrival at the work site, shade structure will be erected.
6. CSWP staff are to be alert to signs of heat exhaustion throughout the day.



# EXHIBIT B

## Fresno County Probation Department CSWP Work Crew Rules

**CSWP work days are scheduled from 7:15 AM to 3 PM. Work crew members meet at the designated location at 7:15 AM. Work should begin by 8 AM. Rules for juveniles on work crews include, but are not limited to:**

- A. Arrive at the work crew's meeting location on time and sober. Juveniles arriving late to the original meeting site will be allowed to work providing there is room in the vehicle to transport them and the vehicle has not left. If a juvenile arrives late and the van has left, he/she will be shown on the roster as not present and the parent or guardian notified.
- B. Bring a sack lunch (no glass containers allowed)
- C. Obey all instructions and directives of the CSWP staff
- D. Clothing
  - 1. You must wear clothes that are suitable and appropriate for the time of year and weather, including:
    - a. Shirts or blouses with sleeves
    - b. Long pants—belted at the waist, not at the hipline
    - c. Close-toed shoes, which must be worn at all times. Boots or tennis shoes are preferred.
    - d. Headwear is limited to a plain baseball-type cap or hat with forehead and neck protection. Caps/hats may not have a logo or any type of writing, may not be red or blue and may not show a gang affiliation.
    - e. Glasses—if corrective lenses have been prescribed, they should be worn.
  - 2. You may NOT wear:
    - a. Sleeveless shirts, including halter tops, tube tops, or tank tops
    - b. Shorts, capris or cutoffs
    - c. Excessively baggy pants
    - d. Sandals, slip-on shoes, zoris, flip-flops
    - e. Jewelry
    - f. Clothing with large tears, or tears that expose underwear
    - g. Clothing with logos or writing (including sports teams)
    - h. Clothing associated with gang membership or drugs (for example, red or blue shoelaces or belts)
    - i. Sunglasses (even with prescription lenses)
- E. Illegal Contraband -- If you bring any of these items, law enforcement will be called and you will not be allowed to accompany the work crew:
  - 1. Weapon of any type
  - 2. Drug, or drug paraphernalia
  - 3. Anything that is illegal to possess
- F. Personal items -- \$5.00 in cash is allowed for making a telephone call and paying bus fare home, but items such as purses, make-up, combs, keys, water bottles and digital equipment (cell phones, I-pods, etc.) are not allowed on CSWP work crews.

1. Personal articles that are not deemed dangerous and/or in violation of Probation will be collected, held by the CSWP Supervisor, and returned at the end of the day.
  2. Some personal items, including, but not limited to tobacco, lighters, and sharpies will not be returned to you.
- G. Any medications, including inhalers, must be turned over to CSWP staff for transport and use in case of medical necessity. Except those prescribed to be taken at lunch time, daily medications should be administered prior to reporting to the CSWP program.
- H. Each work crew member is required to:
1. Wear seatbelts while the van is moving
  2. Wear safety vest at all times during the work day
  3. Work to the best of your ability until you are given permission to stop by the CSWP supervisor
  4. Sign in with CSWP staff at lunchtime.
  5. Remain at the work site unless given permission to leave by CSWP supervisory staff
- I. No work crew member is allowed to:
1. Use profanity or make any racial, sexual or abusive remarks to staff or the other work crew members.
  2. Touch anyone or make profane gestures toward anyone while on the work program.
  3. Sit, stand or be in the area of the vehicles unless accompanied by a staff person.
  4. Share food with another person.
  5. Mark on or, in any other way, damage the vehicles
  6. Mark on or, in any other way, damage property at CSWP work sites
  7. Enter any place of business, including gas stations, grocery/convenience stores, fast food establishments
  8. Keep anything found at the work site. All found items are to be turned over to the CSWP supervisor.