

# COUNTY OF FRESNO



## REQUEST FOR PROPOSAL

NUMBER: 962-5480

## MISDEMEANOR DIVERSION PROGRAM

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**Issue Date: June 1, 2016**

**Closing Date: July 7, 2016 at 2:00 PM**

**Proposal will be considered LATE when the official Purchasing time clock reads 2:01 PM**

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

Questions regarding this RFP should be directed to: **Shannon W. Kirby**,  
Phone (559) 600-7116 or e-mail [countypurchasing@co.fresno.ca.us](mailto:countypurchasing@co.fresno.ca.us).

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Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated in this RFP.  
Bid must be signed and dated by an authorized officer or employee.

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COMPANY

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ADDRESS

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CITY

STATE

ZIP CODE

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( )

TELEPHONE NUMBER

E-MAIL ADDRESS

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SIGNATURE (IN BLUE INK)

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PRINT NAME

TITLE

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## OVERVIEW

The Fresno County District Attorney's Office is seeking a vendor to provide services associated with a post-plea misdemeanor diversion program. Defendants who are eligible to participate in the program will be referred by the Fresno County District Attorney's Office, and upon successful completion of the program, will be allowed the opportunity to have their misdemeanor case dismissed. The following services are required for the post-plea misdemeanor diversion program:

- Assessment of the individual defendant to determine which classes they should attend to prevent further criminality.
- Administration of the program and providing all of the counseling.
- Tracking the progress of defendants and notifying the Fresno County District Attorney's office if a defendant fails program requirements.
- Providing classes in multiple locations in the County of Fresno to accommodate participants who do not live in the City of Fresno.
- Collecting, accounting and distributing the diversion fees, class fees, and victim restitution.
- Providing a service that will be at no cost to the Fresno County District Attorney's Office.

## KEY DATES

**RFP Issue Date:** **June 1, 2016**

**Bidders' Conference:** **June 14, 2016 at 9:00 A.M.**  
County of Fresno - Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

**Written Questions for RFP Due:** **June 21, 2016 at 10:00 A.M.**  
E-Mail: [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us)

**RFP Closing Date:** **July 7, 2016 at 2:00 P.M. PST**  
County of Fresno - Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

### **BIDDERS' CONFERENCE:**

A bidders' conference will be held in which the scope of the project and proposal requirements will be explained. Addenda will be prepared and distributed to all bidders if questions are submitted.

Bidders are to contact Shannon W. Kirby at County of Fresno - Purchasing, (559) 600-7116, if they are planning to attend.

## BID INSTRUCTIONS

- All prices and notations must be typed or written in ink.
- Unless otherwise noted, prices shall remain firm for 180 days after the closing date of the bid.
- Proposals must be submitted on the forms provided in this RFP.
- Proposals must be submitted in a sealed package, with the bid number, closing date, and time on the outside of the package.
- Bidders must submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Additional material may be submitted with the proposal as attachments. 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 must submit **one original and six (6) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each proposal is to be appropriately marked "Original" or "Copy".
- County of Fresno will not be held liable for any costs incurred by vendors in responding to this RFP.
- Bidders 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.
- If a bidder finds any discrepancies or omissions in the RFP or requires clarification, contact Shannon W. Kirby at (559) 600-7116 or [countypurchasing@co.fresno.ca.us](mailto:countypurchasing@co.fresno.ca.us). Any change in the RFP will be made only by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.
- Failure to respond to all questions or to not supply the requested information could result in rejection of your proposal. Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested.
- Proposals received after the closing date and time will NOT be considered.
- Proposals will be evaluated by an evaluation team led by County Purchasing and may consist of County of Fresno department staff, community representatives from advisory boards, and other members as appropriate. 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. Upon review and evaluation, the evaluation team will make the final recommendation to the County department.
- 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 **and** in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

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

- All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific Analyst 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.

## GENERAL REQUIREMENTS & CONDITIONS

**TERM:** It is County's intent to contract with the successful bidder for a term of three years with the option to renew for up to two additional one year periods based on mutual written consent.

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

**AWARD:** The award will be made to the vendor offering the proposal that is deemed the most advantageous to the County. The award will be determined by factors other than price alone. Past performance and references may factor into the tentative awarding of a contract. The County will be the sole judge in making such determination. The County reserves the right to reject any and all proposals. 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 Purchase Order by Purchasing. After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

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

**PARTICIPATION:** The bidder may agree to extend the terms of the resulting contract to other political subdivisions, municipalities, and tax-supported agencies. Such participating governmental bodies may make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

**CONFIDENTIALITY:** Services performed by the bidder 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.

The bidder shall submit to County's monitoring of said compliance.

The bidder 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.

The bidder 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. The bidder 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.

**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.

**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.

**DISCLOSURE:** The bidder is required to disclose if, within the three-year period preceding the proposal, their owners, officers, corporate managers and partners 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.

**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.

**TIE BIDS:** In the event of a tie score between two or more proposals at the completion of the evaluation process, the evaluation team will break the tie by re-evaluating the proposals and coming to a consensus on which proposal to award. Additional information or interviews may be requested from bidders with the tied proposals.

**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.

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.

**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.

**E-PAYMENT OPTIONS:** The County of Fresno provides an E-pay 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 E-pay 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.

**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.

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

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

**LICENSES AND CERTIFICATIONS:** Any license(s) and/or certification(s) required in this RFP must be obtained by the bidder prior to submitting a proposal and must be active and in good standing. Proposals submitted without the proper license(s) and/or certification(s) will be deemed non-responsive.

**PUBLIC CONTRACT CODE SECTION 7028.15:** Where the State of California requires a Contractor's license; it is a misdemeanor for any person to submit a bid unless specifically exempted.

## POST-PLEA MISDEMEANOR DIVERSION PROGRAM

### PROGRAM DESCRIPTION

The District Attorney's Office is seeking a vendor to provide services associated with a post-plea misdemeanor diversion program. The purpose of the program is to attempt to effectuate changes in the behavior of individuals with little or no criminal history who commit certain misdemeanor offenses. Defendants who are eligible to participate in the program will be required to plead to the charge alleged. Sentencing will then be delayed and the defendant will be referred to the post-plea misdemeanor diversion program. Defendants will be required to pay program fees, make victim restitution, and attend counseling aimed at changing behavior. Defendants who successfully complete the program will be allowed to withdraw their plea and their case will be dismissed.

The eligibility requirements for the program are as follows:

1. Defendant committed an eligible misdemeanor offense;
2. Defendant has never been convicted of a felony;
3. Defendant is not currently on probation;
4. Defendant has never had a previous grant of probation terminated unsuccessfully;
5. Defendant has not been diverted under any program within 5 years;
6. Defendant did not inflict an injury upon the victim or any other person during
7. the commission of the crime; and
8. Defendant did not exhibit criminal sophistication through his or her modus operandi, or criminal intent.

The following violations would be eligible for the diversion program:

BP 4060 (poss. controlled sub w/o prescription)  
BP 25658(a) (sell, etc., alcohol to minor)  
BP 25661(a) (false ID by minor)  
BP 25662(a) (under 21 poss. of alcohol)  
HS 12677 (poss. of illegal fireworks / poss. of dangerous fireworks w/o permit)  
PC 148(a) (resisting arrest - no violence)  
PC 148.9 (false ID to an officer)  
PC 240 (assault)  
PC 272(a)(1) (contributing to delinquency of minor)  
PC 381 (b) (poss. of toxic substance to inhale)  
PC 415 (disturbing the peace)  
PC 484/488 (petty theft < \$1000)  
PC 496 (receiving/poss. stolen property)  
PC 508 (embezzlement)  
PC 537 (defrauding Innkeepers)  
PC 587(b) (trespass on railroad train)  
PC 602 (trespass: exclude (h), (l), (v), (w), (x) and (y))  
PC 594 (vandalism)  
PC 647(a) (solicitation)  
PC 647(b) (prostitution)  
PC 647(f) (drunk in public)  
PC 653.22 (loitering w/ intent to commit prostitution)  
PC 20310 (poss. of Illegal Weapon: Air Gauge Knife)  
PC 20410 (poss. of Illegal Weapon: Belt Buckle Knife)

PC 20510 (poss. of Illegal Weapon: Cane Sword)  
 PC 20610 (poss. of Illegal Weapon: Lipstick Case Knife)  
 PC 20710 (poss. of Illegal Weapon: Shobi-Zue)  
 PC 21510 (Possession of a Switchblade)  
 PC 20910 (poss. of Illegal Weapon: Writing Pen Knife)  
 PC 21810 (poss. of Illegal Weapon: Metal Knuckles)  
 PC 22010 (poss. of Illegal Weapon: Nunchaku)  
 PC 22210 (poss. of Illegal Weapon: Billy or Blackjack)  
 PC 22290 (poss. of Illegal Weapon: Leaded Cane)  
 PC 22410 (poss. of Illegal Weapon: Shuriken)  
 VC 31 (false information to peace officer)  
 VC 10852 (tampering with a vehicle)  
 VC 14601.1 (driving on a Suspended License- non-DUI)  
 VC 14604(a) (allowing unlicensed driver to drive)  
 VC 23103 (reckless driving)  
 VC 23109 (speed contest on hwy.)  
 VC 23222 (MJ or open alcohol container in car)  
 VC 4461 (use of Another's Handicap Placard)  
 VC 4462.5 (avoid compliance registration req.)  
 VC 20002(a) (hit and run -non injury)

Eligible defendants will pay the diversion fee, class fees and restitution fees directly to the vendor and the vendor will be responsible for collecting, accounting and distributing all of the fees. Any restitution payments received will be distributed directly to the victim. The vendor should provide a program that will be at no cost to the Fresno County District Attorney's Office.

The District Attorney's Office reserves the right to review and approve/disapprove all class materials. The District Attorney's office will not disseminate or otherwise utilize the proprietary materials of the vendor.

### **SERVICE REQUIREMENTS**

1. Contractor will assess the individual defendant to determine which classes that the individual should attend to prevent further criminality. The classes should be based upon the nature of the offense charged.
2. Contractor shall be responsible for administrating the program and providing all of the counseling to participants.
3. Contractor shall be responsible for tracking the progress of defendants who participate in the program and for notifying the District Attorney's Office if a defendant fails to complete all of the program requirements.
4. Contractor shall provide classes in multiple locations of the County of Fresno based upon the number of participants who do not live within the City of Fresno proper.
5. Contractor will be responsible for collecting, accounting, and distributing the diversion fee, class fees, and victim restitution. Restitution payments received by the contractor should be distributed directly to the victim.
6. Contractor shall provide a program that will be at no cost to the Fresno County District Attorney's Office.

### **PROPOSAL REQUIREMENTS**

1. Describe your firm's qualifications and capacity to provide a post-plea diversion program for adult misdemeanor offenders. List any other counties where your firm provides misdemeanor diversion services. List the name, title, phone number and e-mail address of the individual responsible for

diversion program oversight in each county where your firm provides misdemeanor diversion services.

2. Describe your firm's ability to provide misdemeanor diversion services at no cost to the County of Fresno or the Fresno County District Attorney's Office. Describe your firm's ability to collect, account for, and distribute class fees, administrative fees and victim restitution payments. Describe how and in what priority class fees, administrative fees, and victim restitution payments will be distributed. Provide the cost to the defendants that your firm will charge to complete diversion classes. Include in your enumeration of costs any fees that your firm will charge for accounting for money received by the defendants.
3. Describe the educational content of the diversion classes that your firm intends to provide. Does your firm provide different types of classes depending on the nature of the crime alleged? Describe your firm's ability to hire instructors who have degrees in counseling, social work or psychology and who are licensed by the State of California to the extent that is required by law or regulation.
4. Describe your firm's ability to provide diversion classes in languages other than English. It is a requirement that some classes be offered in the Spanish language. Classes in languages frequently spoken in the Central San Joaquin Valley may also be necessary depending on the number of referrals of individuals who speak a language other than English or Spanish. Describe how your firm will respond to a participant who does not speak the language that the instruction will be given in.
5. Depending on need, the vendor may be required to provide classes in a city other than Fresno. The response to the RFP should address the vendor's willingness/ability to secure class sites outside the City of Fresno.

#### **AWARD CRITERIA**

Proposals may be evaluated using the following criteria (note there is no value or ranking implied in the order of the list):

1. Responsiveness, compliance, content, and presentation relative to the RFP requirements.
2. Experience- Demonstrated ability to perform the services described. Quality of work as verified by references.
3. Qualifications of the vendor and the vendor's staff.
4. Clarity of program offered, program ease of use, and program adaptability to individual needs and cases.
5. Vendor's system of monitoring, reporting, and record keeping.
6. Vendor's plan for distributing and accounting for victim restitution and fees along with the plan to provide a program at no cost to the Fresno County District Attorney's Office.
7. Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.).

## COST PROPOSAL

### **GROUP I – COUNTY**

Amount or percentage of diversion fees payable to County

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RFP requirements are that the program will be at no cost the Fresno County District Attorney's Office

### **GROUP II- PARTICIPANTS**

Program costs to participant

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Administration fees or collection charges

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Missed class fees

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Missed payment fees

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Payment plans for defendants (Y/N)

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Describe how and in what priority, class fees, administrative fees, and victim restitution payments will be distributed.

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## PROPOSAL CONTENT REQUIREMENTS

**It is required that the vendor submit his/her proposal in accordance with the format and instructions provided under this section.**

- 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. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
  - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. 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

## TRADE SECRET ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

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

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

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



# TRADE SECRET ACKNOWLEDGEMENT

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

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

Enter company name on appropriate line:

\_\_\_\_\_  
(Company Name) Has submitted information identified as Trade Secrets in a separate marked binder.\*\*

\_\_\_\_\_  
(Company Name) Has **not** 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.

## ACKNOWLEDGED BY:

\_\_\_\_\_  
Signature (In Blue Ink) ( ) 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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"):

1. Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - a. 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;
  - b. violation of a federal or state antitrust statute;
  - c. embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - d. false statements or receipt of stolen property
2. Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

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

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

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

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

## CERTIFICATION

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

Signature: \_\_\_\_\_  
(in blue ink)

Date: \_\_\_\_\_

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

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

## REFERENCE LIST

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

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

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.: ( \_\_\_\_\_ ) \_\_\_\_\_ Project Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

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

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

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

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Project 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.

**\* Note: This form/information is not rated or ranked for evaluation purposes.**

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

---

(Authorized Signature in Blue Ink)

---

Title

## COUNTY OF FRESNO INSURANCE REQUIREMENTS

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

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- D. 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 years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- E. 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, **District Attorney, 2220 Tulare Street, Fresno County Plaza Level, Fresno, CA 93721**, 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.

## CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included are important requirements the bidder is responsible to submit with the RFP package in order to make the RFP compliant.

Check off each of the following (*if applicable*):

1. \_\_\_\_\_ All signatures must be in **blue ink**.
2. \_\_\_\_\_ Signed cover page of Request for Proposal (RFP).
3. \_\_\_\_\_ Check <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> for any addenda.
4. \_\_\_\_\_ Signed cover page of each Addendum.
5. \_\_\_\_\_ **One (1) original plus six (6) copies** of the RFP have been provided.
6. \_\_\_\_\_ Provide a Conflict of Interest Statement.
7. \_\_\_\_\_ Signed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided, must be in a separate binder).
8. \_\_\_\_\_ Signed *Criminal History Disclosure Form* as provided with this RFP.
9. \_\_\_\_\_ Signed *Participation Form* as provided with this RFP.
10. \_\_\_\_\_ Signed *Reference List* as provided with this RFP.
11. \_\_\_\_\_ Verification of Department of Industrial Relations Contractor Registration.
12. \_\_\_\_\_ Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board
13. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
14. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed package transmitting your bid include the following information:

County of Fresno RFP No.	<b>962-5480</b>
Closing Date:	<b>July 7, 2016</b>
Closing Time:	<b>2:00 P.M.</b>
Commodity or Service:	<b>Misdemeanor Diversion Program</b>

**Return Checklist with your RFP response**