

AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of June, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SCRAM of California, Inc., a corporation, whose principal address is 516 W. Shaw Ave., Suite 200, Fresno, CA 93704, hereinafter referred to as "CONTRACTOR". COUNTY and CONTRACTOR are each a "Party" to this Agreement, and together they are the "Parties" to this Agreement.

WITNESSETH

WHEREAS, the COUNTY currently operates an offender-paid, adult electronic monitoring program (hereinafter "Probation's EM Program") for probationers chosen by the COUNTY'S Probation Department (the "Probation Department" or "Probation") as suitable for participation in an electronic monitoring program ("Participants"); and

WHEREAS, COUNTY has need for the continued provision of electronic monitoring services and equipment to Participants on Probation's EM Program; and

WHEREAS, COUNTY issued Request for Quotation (RFQ) Number 17-062 and Addendum Number One thereto, and CONTRACTOR responded to such RFQ and Addendum; and

WHEREAS, the CONTRACTOR is qualified and willing to perform said services and has offered to provide such services and equipment to Participants, charging a fee to each Participant, according to their ability to pay, instead of charging COUNTY.

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

I. OBLIGATIONS OF CONTRACTOR

1 A. General Description of Duties

2 CONTRACTOR shall provide Probation's EM Program with electronic
3 monitoring services, administrative services, and related equipment as described herein. The
4 services and equipment shall be provided on a timely basis.

5 CONTRACTOR shall perform all services and fulfill all responsibilities for
6 Probation's EM Program as defined in COUNTY'S RFQ Number 17-062 dated March 8, 2017,
7 including Addendum Number One to RFQ dated April 4, 2017 (together the "RFQ", attached
8 hereto collectively as Exhibit A and incorporated herein by this reference) and
9 CONTRACTOR'S Response to COUNTY'S RFQ, dated April 19, 2017 (attached hereto as
10 Exhibit B and incorporated herein by this reference). A copy of the COUNTY'S RFQ and
11 CONTRACTOR'S Response to RFQ shall be retained and made available to CONTRACTOR
12 during the term of this Agreement by the COUNTY'S Probation Department Contract
13 Coordinator.

14 B. Electronic Monitoring Equipment and Services

15 1. CONTRACTOR shall install and remove all electronic monitoring
16 devices as required during the duration of this Agreement whether at the CONTRACTOR'S
17 local branch office, Participant's home, or other sites as approved by the Probation
18 Department.

19 2. CONTRACTOR shall provide SCRAM House Arrest
20 Bracelet/Transmitter and Base Station RF electronic monitoring equipment and services as
21 determined by COUNTY'S Probation Department. CONTRACTOR may add or substitute
22 other electronic monitoring equipment provided prior written approval is obtained from the
23 Probation Department.

24 3. CONTRACTOR shall notify COUNTY of violation reports as

provided herein.

4. CONTRACTOR shall provide 24 hour per day, seven days per week, electronic monitoring of Probation's EM Program Participants, as provided herein.

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

6. The Parties hereto agree, and CONTRACTOR hereby acknowledges, that with regard to the delivery of all services by CONTRACTOR under this Agreement, time is of the essence.

C. Administrative Services

1. Written Statement of Rights

At the time Probation notifies CONTRACTOR a Participant is eligible to participate in Probation's EM Program, the CONTRACTOR shall furnish the Participant with a written statement of his/her rights in regard to the program for which the Participant has been approved, including: (a) the fact that the Participant cannot be denied consideration for participation in the program because of an inability to pay; and (b) the fact that if the Participant is unable to reach agreement with the CONTRACTOR regarding the Participant's ability to pay, the amount which is to be paid, or the manner and frequency with which payment is to be made, that the matter shall be referred to the Superior Court to resolve such differences.

2. Fees

(a) CONTRACTOR shall perform all administrative duties necessary for: (1) the determination of the fee to be assessed each Participant; (2) the Participant's execution of an appropriate fee agreement; and (3) the CONTRACTOR'S collection of such fees.

1 (b) CONTRACTOR shall bill each individual Participant a
2 program fee pursuant to the fee schedule attached hereto as Exhibit C and incorporated
3 herein by reference. The amount of the program fee and the method and frequency of
4 payment shall be set forth in a written agreement, signed by the Participant, to participate in
5 Probation's EM Program.

6 (c) The program fee actually charged a Participant in
7 Probation's EM Program shall be determined according to his or her ability to pay. For
8 purposes of this Agreement, "ability to pay" shall have that meaning set forth in Penal Code
9 section 1208.2(e). No person shall be denied consideration for, or be removed from,
10 participation in Probation's EM Program because of an inability to pay all or a portion of the
11 program fees. The Participant may, at any time during his participation in Probation's EM
12 Program, request of CONTRACTOR that his or her program fee be modified or suspended on
13 the grounds of a change in circumstances with regard to that Participant's ability to pay.

14 (d) If the Participant and the CONTRACTOR are unable to
15 come to an agreement regarding the Participant's ability to pay, or the amount which is to be
16 paid, or the method or frequency with which payment is to be made, the CONTRACTOR shall
17 advise the appropriate court and the court shall then resolve the disagreement by determining
18 the Participant's ability to pay, the amount which is to be paid, and the method and frequency
19 with which payment shall be made.

20 D. Record Keeping

21 1. CONTRACTOR shall be responsible for entering into its host
22 computer, as such information is provided by COUNTY, all required demographic, curfew and
23 system configuration data, date of termination data and all other data that is required for
24 monitoring the transmission data of each Participant sentenced to Probation's EM Program.

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

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

4. CONTRACTOR shall retain and make available to COUNTY all records required to be maintained under this Subsection I-D throughout the duration of this Agreement, plus two additional years beyond the term of the Agreement for each Participant under this Agreement.

5. CONTRACTOR shall document and maintain violation reports (i.e., record of each Participant's violation of Probation EM Program rules) and equipment status information for each Participant for the duration of this Agreement.

E. Notification Policy

1. Once Participant has been enrolled in Probation's EM Program and is active on the monitor, CONTRACTOR shall notify Probation staff of the enrollment via e-mail by 8:30 a.m. of the next COUNTY business day.

2. All violations, except absconds as defined in Section I-E. 3 herein below, shall be reported to Probation staff by CONTRACTOR via phone between 8:00 a.m. and 5:00 p.m. followed by e-mail. If the violation occurs after 5:00 p.m., CONTRACTOR shall first notify Probation staff via phone between 8:00 and 8:30 a.m. the next COUNTY business day, followed by e-mail notification.

3. All absconds (i.e., where the Participant has left the residence and failed to return and remains out of contact) shall be reported to Probation staff by CONTRACTOR via phone followed by e-mail within thirty (30) minutes of the violation,

1 between the hours of 8:00 a.m. and 5:00 p.m. If the abscond occurs after 5:00 p.m.,
2 CONTRACTOR shall notify Probation staff via phone between 8:00 and 8:30 a.m. the next
3 COUNTY business day, followed by e-mail notification.

4 4. CONTRACTOR shall notify Probation staff of any changes to the
5 Participant's schedule (in and out times) via a Schedule Adjustment report to be e-mailed to
6 Probation staff once per week for those Participants with changes. The Chief Probation
7 Officer or his/her designee and CONTRACTOR shall agree on a set weekday for this to occur.
8 CONTRACTOR may approve minor schedule changes, such as a leave to attend a dentist
9 appointment. More significant changes to the Participant's schedule, such as a change to
10 his/her work schedule or increased hours away from the residence on a regular basis must be
11 pre-approved by Probation staff.

12 5. CONTRACTOR shall provide Probation staff via e-mail with a daily
13 Activity report for each Participant that includes, but may not be limited to, the following:
14 leaves, entries and tamper messages.

15 6. A brief overview of a Participant's compliance status in Probation's
16 EM Program shall be provided to Probation staff by CONTRACTOR on a monthly basis. This
17 report shall include, but not be limited to: current or past due with fee payments and bi-weekly
18 check-in attendance.

19 7. Any changes made to the Participant's address, phone number, or
20 other contact information shall be e-mailed to Probation staff by 8:30 a.m. the next COUNTY
21 business day.

22 8. CONTRACTOR shall notify Probation via phone followed by e-mail
23 within one hour of a Participant being terminated from EM due to failure to pay fees and/or
24 failure to comply with EM Program rules.

1 9. Once Participant has served his/her term, paid all fees due to
2 CONTRACTOR, and returned all electronic monitoring equipment, CONTRACTOR shall notify
3 Probation by e-mail by 8:30 a.m. the next COUNTY business day that Participant has
4 completed the Program.

5 10. Other notification procedures may be implemented by agreement
6 between the Chief Probation Officer or his/her designee and CONTRACTOR. In the event
7 CONTRACTOR'S e-mail system is temporarily inoperable, a fax notification shall be utilized
8 until the email system is operable again.

9 **II. OBLIGATIONS OF COUNTY**

10 A. Probation shall determine Participant eligibility for Probation's EM
11 Program. Probation will notify CONTRACTOR of such determinations.

12 B. Probation shall obtain each Participant's consent in writing to participate
13 in Probation's EM Program and comply with the following rules:

14 1. The Participant shall remain within the interior premises of his or
15 her residence during the hours designated by Probation.

16 2. The Participant shall admit any person or agent designated by
17 Probation into his or her residence at any time for purposes of verifying the Participant's
18 compliance with the conditions of his or her detention.

19 3. The Participant shall agree to the use of electronic monitoring or
20 supervising devices for the purpose of helping to verify his or her compliance with the rules
21 and regulations of the home detention program.

22 4. The Participant shall agree that Probation may, without further
23 order of the court, immediately retake the person into custody to serve the balance of his or
24 her sentence in custody should any of the following occur: (1) if the electronic monitoring or

1 supervising devices are unable for any reason to properly perform their function at the
2 designated place of home detention, (2) if the Participant fails to remain within the place of
3 home detention, (3) if the Participant willfully fails to pay fees to CONTRACTOR as stipulated
4 in the fee agreement with CONTRACTOR, subsequent to the written notification of the
5 Participant that the payment has not been received and that return to custody may result, or
6 (4) if the Participant for any other reason no longer meets the established criteria for
7 participation in Probation's EM Program.

8 Probation shall deliver to Participant and CONTRACTOR a copy of the
9 above described agreement, and Probation and CONTRACTOR shall retain a copy of such
10 agreement for their files.

11 C. The Probation Department shall be responsible for all liaison work with all
12 involved or related courts. CONTRACTOR agrees to assist the Probation Department as
13 necessary, to verify violations of Probation's EM Program.

14 D. The Probation Department shall provide CONTRACTOR with necessary
15 demographic and curfew information for each Participant.

16 E. The Probation Department shall provide current phone number(s), e-mail
17 address(es) and fax number(s) to the CONTRACTOR for compliance with Section I-E
18 Notification Policy. In the event the Probation Department has a change in contact
19 information, Probation shall notify CONTRACTOR.

20 **III. DAMAGE, THEFT, AND TAMPERING**

21 CONTRACTOR shall be responsible for all damage, theft, tampering or misuse
22 of electronic monitoring equipment provided to Probation's EM Program. CONTRACTOR
23 shall provide replacements, at no cost to COUNTY, in a timely manner for all electronic
24 monitoring equipment damaged, stolen, tampered with or misused.

1 **IV. TERM**

2 The term of this Agreement shall be for a period of three (3) years, commencing
3 on July 1, 2017 through and including June 30, 2020. This Agreement may be extended for
4 two (2) additional consecutive twelve (12) month periods upon written approval of both parties
5 no later than thirty (30) days prior to the first day of the next twelve (12) month extension
6 period. The Chief Probation Officer or his or her designee is authorized to execute such
7 written approval on behalf of the COUNTY based on CONTRACTOR'S satisfactory
8 performance.

9 **V. TERMINATION**

10 A. Breach of Contract

11 The COUNTY may immediately suspend or terminate this Agreement in
12 whole or in part, where in the determination of the COUNTY there is:

- 13 (1) A failure to comply with any terms of this Agreement;
14 (2) A substantially incorrect or incomplete report submitted to the
15 COUNTY;
16 (3) Improperly performed service.

17 B. Evidence of Financial Non-Responsibility

18 The COUNTY may immediately terminate this Agreement at any time that
19 the CONTRACTOR fails to demonstrate evidence of financial responsibility by providing proof
20 of insurance coverage as delineated in Section IX of this Agreement.

21 C. Cause

22 Upon the discovery that CONTRACTOR is not in compliance pursuant to
23 Penal Code section 1203.016, the COUNTY shall give 60 days notice to CONTRACTOR that
24 the Agreement may be canceled if the specified deficiencies are not corrected. Shorter notice

1 may be given or the Agreement may be cancelled without notice whenever a serious threat to
2 public safety is present because the CONTRACTOR has failed to comply with Penal Code
3 section 1203.016.

4 D. Without Cause

5 Under circumstances other than those set forth above, this Agreement
6 may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of
7 an intention to terminate.

8 VI. COMPENSATION

9 CONTRACTOR shall provide all equipment and services to Probation's EM
10 Program at no cost to the COUNTY. CONTRACTOR agrees that each Participant is solely
11 liable for any and all fees of that Participant and that CONTRACTOR shall assess and bill for
12 said fees as outlined in Section I-C(2) hereinabove.

13 VII. INDEPENDENT CONTRACTOR

14 In performance of the work, duties, and obligations assumed by CONTRACTOR
15 under this Agreement, it is mutually understood and agreed that CONTRACTOR, including
16 any and all of CONTRACTOR'S officers, agents, and employees will at all times be acting and
17 performing as an independent contractor, and shall act in an independent capacity and not as
18 an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
19 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or
20 method by which CONTRACTOR shall perform its work and function. However, COUNTY
21 shall retain the right to administer this Agreement so as to verify that CONTRACTOR is
22 performing its obligations in accordance with the terms and conditions thereof.

23 CONTRACTOR and COUNTY shall comply with all applicable provisions of law
24 and the rules and regulations, if any, of governmental authorities having jurisdiction over

1 matters the subject thereof.

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

11 **VIII. HOLD-HARMLESS**

12 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S
13 request, defend the COUNTY, its officers, agents and employees from any and all costs and
14 expenses, damages, liabilities, claims and losses occurring or resulting to COUNTY in
15 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents
16 and employees under this Agreement, and from any and all costs and expenses, damages,
17 liabilities, claims and losses occurring or resulting to any person, firm or corporation who may
18 be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its
19 officers, agents or employees under this Agreement.

20 **IX. INSURANCE**

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

24 A. Commercial General Liability

1 Commercial General Liability Insurance with limits of not less than One
2 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
3 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
4 specific coverages including completed operations, products liability, contractual liability, fire
5 legal liability or any other liability insurance deemed necessary because of the nature of this
6 contract, to effectuate the purpose of Penal Code section 1203.016(j)(3)(B)(iii) & (iv).

7 B. Automobile Liability

8 Comprehensive Automobile Liability Insurance with limits for bodily injury
9 of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred
10 Thousand Dollars (\$500,000) per accident and for property damages of not less than Fifty
11 Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred
12 Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used
13 in connection with this Agreement.

14 C. Worker's Compensation

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

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

1 Within thirty (30) days from the date CONTRACTOR executes this
2 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
3 above for all of the foregoing policies, as required herein, to the Probation Department,
4 Attention: Probation Administration Division Director, 3333 E. American Ave, Suite B, Fresno,
5 CA 93725, stating that such insurance coverages have been obtained and are in full force;
6 that the County of Fresno, its officers, agents and employees will not be responsible for any
7 premiums on the policies; that such Commercial General Liability insurance names the
8 County of Fresno, its officers, agents and employees, individually and collectively, as
9 additional insured, but only insofar as the operations under this Agreement are concerned;
10 that such coverage for additional insured shall apply as primary insurance and any other
11 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,
12 shall be excess only and not contributing with insurance provided under CONTRACTOR'S
13 policies herein; and that this insurance shall not be cancelled or changed without a minimum
14 of thirty (30) days advance, written notice given to COUNTY.

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

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

21 **X. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

22 This provision is only applicable if the CONTRACTOR is operating as a
23 corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the
24 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 this agreement. 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 *Self-Dealing Transaction Disclosure Form* (Exhibit D) and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

XI. MODIFICATION

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

XII. NON-ASSIGNMENT

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

XIII. AUDITS AND INSPECTIONS

The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

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

XIV. NOTICES

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

COUNTY: Chief Probation Officer
Fresno County Probation Department
3333 E. American Avenue, Suite B
Fresno, California, 93725

CONTRACTOR: President
SCRAM of California, Inc.
516 W. Shaw Ave, Suite 200
Fresno, CA 93704

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

XV. GOVERNING LAW

Venue for any action arising out of or relating to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

XVI. CONFORMANCE WITH ALL APPLICABLE LAWS

CONTRACTOR shall provide the electronic monitoring equipment and services, as described in this Agreement, in compliance with any applicable standards promulgated by state correctional agencies and bodies, including but not limited to the Corrections Standards Authority, and all statutory provisions and mandates, state and county, as appropriate and applicable to the operation of offender-paid home detention programs and the supervision of

1 sentenced offenders in a home detention program, including but not limited to Penal Code
2 sections 1203.016 and 1208.2.

3 **XVII. SURVIVAL**

4 The provisions of subsection I-D.4 and Sections III, VI, VIII, X, and XVI shall survive
5 any termination or expiration of this Agreement.

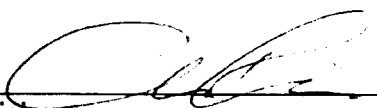
6 **XVIII. ENTIRE AGREEMENT**

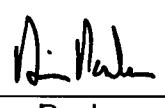
7 This Agreement constitutes the entire agreement between the CONTRACTOR
8 and COUNTY with respect to the subject matter hereof and supersedes all previous
9 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
10 understandings of any nature whatsoever unless expressly included in this Agreement. In the
11 event of any inconsistency in interpreting the documents which constitute this Agreement, the
12 inconsistency shall be resolved by giving precedence in the following order of priority: (1) the
13 text of this Agreement (excluding Exhibits A and B); (2) Exhibit A; and (3) Exhibit B.

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

3 **SCRAM of California, Inc.**

COUNTY OF FRESNO

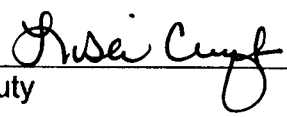
4 
5 Aaron Fleisher
6 President


7 Brian Pacheco
8 Chairman, Board of Supervisors

9 Date: 5/11/2017

10 Date: 6/20/2017

11 ATTEST:
12 Bernice Seidel, Clerk to Board of Supervisors

13 By 
14 Deputy

15
16
17
18
19
20 PLEASE SEE ADDITIONAL
21 SIGNATURE PAGE ATTACHED
22
23
24

1 REVIEWED & RECOMMENDED
2 FOR APPROVAL:

3 
4 Rick Chavez, Chief Probation Officer

5
6 APPROVED AS TO LEGAL FORM:
7 Daniel C. Cederborg, County Counsel

8 By 
9 Deputy

10
11 APPROVED AS TO ACCOUNTING FORM:
12 Oscar J. Garcia, CPA
Auditor-Controller/Treasurer-Tax Collector

13
14 By 
15 Deputy

COUNTY OF FRESNO
REQUEST FOR QUOTATION
NUMBER: 17-062

OFFENDER FUNDED ELECTRONIC MONITORING

Issue Date: March 8, 2017

Closing Date: APRIL 12, 2017

Quotation will be considered LATE when the official Purchasing time clock reads 2:01 P.M.

Questions must be submitted on the Bid Page at Public Purchase or contact Heather Stevens at phone (559) 600-7110.

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

Please submit all Quotations to:
County of Fresno – Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

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

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

- A cash discount of _____ % _____ days will apply.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

PRINT NAME

TITLE

Purchasing Use: HS:st

ORG/Requisition: 34300300 / 3431700308

EXHIBIT A

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.
- F) Public Contract Code Section 7028.15

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

3. FAILURE TO BID:

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

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (7.975%). 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.

EXHIBIT A

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

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

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

7. TIE BIDS:

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

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or 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.

EXHIBIT A

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

17. CONFIDENTIALITY:

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

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

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

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

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

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP/RFQ 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 CAO within seven (7) working days after Purchasing's notification.

If the protesting bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal is going to the Board.

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:
 - o fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - o violation of a federal or state antitrust statute;
 - o embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - o 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

EXHIBIT A

unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

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

23. PURCHASING LOCATION & HOURS:

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

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* 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.

EXHIBIT A

TABLE OF CONTENTS

	<u>PAGE</u>
KEY DATES	3
BIDDING INSTRUCTIONS.....	4
PARTICIPATION.....	10
REFERENCE LIST	11
OVERVIEW	12
SCOPE OF WORK.....	14
REQUIREMENTS/RESPONSE SECTION.....	16
COST QUOTATION	22
COST EVALUATION METHODOLOGY.....	23
QUOTATION SCHEDULE.....	24
CHECK LIST	26
EXHIBITS	27
SAMPLE AGREEMENT	28

EXHIBIT A

KEY DATES

RFQ Issue Date:

March 8, 2017

Vendor Conference:

March 21, 2017 at 10:00 A.M.

Vendors are to contact Heather Stevens at (559) 600-7110 if planning to attend vendor conference.

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

Deadline for Written Requests for Interpretations or Corrections of RFQ:

March 23, 2017 at 10:00 A.M.

Questions must be submitted on the Bid Page at *Public Purchase*.

RFQ Closing Date:

April 12, 2017 at 2:00 P.M.

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

EXHIBIT A

BIDDING INSTRUCTIONS

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide offender-funded radio frequency (RF) electronic monitoring services to adults meeting the Fresno County Probation Department's Electronic Monitoring Program criteria.

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

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

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

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

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see below). Any change in the RFQ 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 County Purchasing by March 23, 2017 at 10:00 A.M. Cut-Off. Questions must be directed to the attention of the buyer identified on page one.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.

Questions must be submitted on the Bid Page at Public Purchase or contact Heather Stevens at (559) 600-7110.

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.

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

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

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

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or

EXHIBIT A

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 March 21, 2017 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and quotation requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton Avenue (between Cedar and Maple), 2nd Floor, Fresno, California. Minutes will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Heather Stevens at County of Fresno Purchasing, (559) 600-7110, if they are planning to attend the conference.

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.

CODES AND REGULATIONS: All work and material to conform to all applicable state and local building and other codes and regulations.

NUMBER OF COPIES: Submit **one (1) original and three (3) copies** of your quotation no later than the quotation closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

FIRM QUOTATION: All quotations shall remain firm for at least 180 days.

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

SALES TAX: Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

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

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

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

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

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

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

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

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

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

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

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Probation Department.

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

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

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

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

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

EXHIBIT A

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

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

SAFEGUARDS: The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

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 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, Attn: Danielle Wood, Staff Analyst, 3333 E. American Avenue, Suite B, Fresno, CA 93725**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents

EXHIBIT A

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.

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 or call Fresno County Accounts Payable, 559-600-3609.

BONDS:

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

BONDING COMPANY: The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

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.

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

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

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

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

EXHIBIT A

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

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

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

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

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

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

(Authorized Signature in Blue Ink)

Title

EXHIBIT A

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

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

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

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

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

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

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

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

EXHIBIT A

OVERVIEW

This Request for Quotation is seeking a vendor to provide offender-funded radio frequency (RF) electronic monitoring services to adults meeting the Fresno County Probation Department's Electronic Monitoring Program criteria.

Electronic Monitoring is a Court ordered sentencing alternative for misdemeanor and felony adult offenders. The County of Fresno Electronic Monitoring Program allows court referred offenders to serve their custody in their home. They are monitored through the vendor that provides the monitoring equipment, which utilizes a 24-hour a day electronic technology, to ensure the defendants comply with all requirements of the program. Compliance with all the rules and regulations is strictly enforced with discrepancies handled through Probation. Defendant's pre-approved schedules allow for work, court-ordered programs, and medical/dental appointments. In addition, a three-hour pass, once a week, may be given in order to resolve personal business. All remaining hours must be spent in the defendant's residence. Any significant variations in the defendant's schedule must be pre-approved by the Probation Department first. (An example of a minor change that the vendor can approve would be a dentist appointment. An example of a significant variation would be a change to the offender's work schedule or increased hours away from the residence on a regular basis.) Any violations of program requirements may result in defendant's removal from the program and his/her return to custody.

The general requirements to be eligible for the Electronic Monitoring Program are: the defendant must be court referred, have a stable residence, be employed or have a legitimate source of income, transportation, and a functioning phone line (either land-line or cellular). The program utilizes a sliding fee scale based on the offender's personal income. Participants currently make advance payment for a two-week period. Participation in the program will be in accordance with Penal Code Section 1208.2.

The electronic monitoring equipment vendor informs defendant and provides all services to defendant regarding the monitoring process. They conduct a comprehensive orientation on the Electronic Monitoring Program rules, regulations, and documentation requirements to comply with the directives of the courts and the Probation Department. Orientation shall also include giving an overview of the electronic monitoring (EM) equipment and its functions/requirements, bi-weekly reporting instructions to the EM office, and advising the offender of reports sent to Probation. Each offender is scheduled for bi-weekly interviews where the vendor's case manager will certify all activity documentation. Bi-weekly is defined as every two weeks. In addition, case managers perform supplemental confirmation by personal phone contact. The vendor generates daily reports of offender non-compliance and forwards them to the Probation Department by 8:30 a.m. the following day. Notification occurs via a telephone call from the vendor with an e-mail to follow. In the event the e-mail system is temporarily inoperable, a fax shall be sent until the system is operable again.

Deputy Probation Officers (DPOs) will interview adult offenders for acceptance into the Electronic Monitoring Program, complete the attached forms packet (**Exhibit A**) and subsequently refer those offenders who meet the program criteria to the contracted electronic monitoring vendor. The contracted vendor will be responsible for placing these offenders on Electronic Monitoring as described in the Scope of Work section of this RFQ, and for providing full case management for each participant in the program. Further, the contracted vendor will be responsible for providing its office space in the Fresno metropolitan area with access to public transit.

The contracted vendor will be responsible for maintaining contact with each offender on the program and verifying and modifying the offender's schedule as necessary to ensure compliance with the program requirements, until the offender completes or is removed from the electronic monitoring program. The contracted vendor will provide, install, maintain, and remove all equipment necessary for this program. Further, the vendor will notify the Probation Department as indicated in the Scope of Work when an offender violates program rules.

The County of Fresno will not have any financial or other responsibility for lost/damaged/stolen equipment. It will be at the discretion of the District Attorney if legal charges for lost and/or damaged equipment are to be filed. A participant will be removed from the program due to lost or damaged equipment only if the court so orders. The current vendor reports the loss of approximately 1 full EM set per year. Payments received by the County for lost or damaged equipment will be forwarded to the vendor. Note: This is not a

EXHIBIT A

common occurrence. The vendor will be responsible for investigation of all possible equipment tampering incidents.

EXHIBIT A

SCOPE OF WORK

- I. According to County records, for the time period of February 2016 through January 2017 (the most recent 12 month time period available at the time of preparation of this RFQ), the average use was 18-27 RF units per month. The County does not anticipate any significant change in the number of units at this time. The average length of time a probationer is on EM for the Electronic Monitoring program is 120 to 180 days and on average 1-3 new installations are done on a weekly basis. **The County does not guarantee a minimum level of service. The quantities stated herein are estimated, actual quantities may be less than or greater than stated. The vendor's proposed pricing must allow for all usage levels and should not assume a minimum level of service.** Electronic monitoring services will be required throughout the entirety of Fresno County. **[PLEASE NOTE: PROBATION IS NOT INTERESTED IN GPS UNITS FOR THIS RFQ].**
- II. County prefers that the Vendor have at least five years of experience providing electronic monitoring services as described herein, but is not mandatory.
- III. These RF EM devices will be used to electronically record the time period when a probationer leaves and returns to their residence. This is the most basic EM system which places a base unit in the probationer's home. The probationer wears an EM device that electronically transmits a signal via telephone/cellular connection to the monitoring center when the probationer leaves their residence for work/school, etc., and when they return from their daily activity or other prearranged, authorized schedules. The device proposed should be of the latest technology for radio frequency ankle model EM devices. As stated above, **Probation is not interested in GPS devices for this program.** Examples of acceptable equipment would be the BI HomeGuard 200, Dual Trak II, and RF Patrol device and the cellular RF equivalents (i.e. BI HomeGuard 206). These are examples of acceptable late model RF equipment, but vendors are not limited to those particular late model RF's. The Probation Department is not interested in older model RF equipment. The equipment offered must perform as proposed on a consistent basis.
- IV. The contracted vendor will provide, install, maintain, and remove all equipment necessary for this program. The vendor must provide in home service for equipment retrieval and malfunction. All other services may be performed at vendor's office. Transmitters are to be installed in the vendor's office. The vendor may send the receiver home with the probationer and allow him/her to install. However, the vendor must verify proper installation.
- V. The contracted vendor is responsible for the retrieval of all equipment. If a participant is booked into the Fresno County Jail while wearing an EM ankle bracelet, the bracelet will be removed by jail staff and placed in a box for retrieval by the vendor. It is estimated this occurs approximately 1-2 times per month.
- VI. Equipment installations are to be performed on County's normal workdays (e.g. Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding County holidays). There is no requirement for installations at other times or days. **Installations must occur within 10 days of receiving the referral from Probation and/or prior to the stay date.** Vendor's staff is to be available for the Probation Department to contact between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding County holidays).
- VII. Vendor shall provide 24-hours per day, seven days per week electronic monitoring. All violations will be reported to Probation staff by vendor, via phone followed by e-mail, by 8:30 a.m., the next business day following the violation.
- VIII. The selected Contractor for this RFQ will provide the following:
 - Service Delivery Method(s)
 - Equipment Listing
 - Pricing Structure

EXHIBIT A

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

EXHIBIT A

REQUIREMENTS/RESPONSE SECTION

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

- A. Profile of the Bidder
- B. Description of Equipment
- C. Central Computer System and Reporting/Notification Requirements
- D. Billing Procedure
- E. Demonstration of EM Equipment May Be Required

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

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

Each sub-section of the "Bidder Response Section" shall be indexed and tabbed for quick reference.

A. Profile of the Bidder

This section of the bid is designed to establish that the bidder has the ability and experience to operate the offender-funded electronic monitoring program as specified in the RFQ. The bidder is to provide all services as indicated in this RFQ; any subcontracting of services must be approved by the Probation Department prior to submittal of the Response to RFQ. The following information must be provided:

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

Use form provided in this RFQ to list references for five (5) current customers who are utilizing County/Government funded electronic monitoring services.
4. Description of Contracts with Government Agencies for Government and/or Offender Funded Monitoring Services terminated prior to completion of the contract term (2012 to present).
 - a. Agency contracted with
 - b. Date of original contract
 - c. Reason for termination
 - d. Contact person and telephone number for agency
5. Description of Pending Lawsuits
 - a. Location filed, name of court and docket number
 - b. Nature of the lawsuit

EXHIBIT A

B. Description of RF Equipment

This section of the bid should describe the RF equipment used by the bidder. Equipment must meet the minimum specifications set forth in this RFQ. Any deviations from the specifications must be clearly identified as such.

1. Manufacturer of Equipment

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

2. Transmitter Worn by Offender

- a. Transmitter shall comply with all applicable Federal Communications Commission (FCC) (Part 15) and shall be registered with the FCC. Vendor must supply with this bid the FCC registration numbers of the transmitter.
- b. Bidder must certify a radio transmitting continuous signaling device which meets the following general specifications:
 1. Signal of the transmitter must be unique to the individual to whom it is attached
 2. Must be shock-resistant, water and moisture-proof and function reliably under normal atmospheric and environmental conditions
 3. Must not pose a safety hazard or unduly restrict the activities of the participant
 4. Transmitter and band must be hypo-allergenic
- c. Dimensions and weight shall be close to or the same as models BI HomeGuard 200, DualTrak II, RF Patrol and equivalent cellular models.
- d. Transmitter range shall be close to or the same as models BI HomeGuard 200, DualTrak II, RF Patrol and equivalent cellular models.
- e. Operating frequency range shall be close to or the same as models BI HomeGuard 200, DualTrak II, RF Patrol and equivalent cellular models and should not interfere with or be interfered by use of radio transmitters normally used by police/corrections personnel.
- f. Battery
 1. Shelf life of at least two years.
 2. Operating life of at least 12 months.
 3. Vendor personnel will replace when the batteries are low.
- g. Transmitter shall be an ankle device.
- h. Transmitter shall have tamper resistant features such as found in models BI HomeGuard 200, DualTrak II, RF Patrol and equivalent cellular models and have manual and automatic tamper reset features as found in these models.
- i. Medical or other conditions shall not prevent the transmitter or tamper resistant feature from operating properly with an individual or group of offenders.

3. Receiver/Dialer

- a. Receiver/Dialer shall comply with all applicable FCC Part 15 and 68 regulations and shall be registered with the FCC. Vendor must supply with this bid the FCC registration number(s) of the Receiver/Dialer.
- b. Dimensions and weight shall be close to or the same as models BI HomeGuard 200, DualTrak II, RF Patrol and equivalent cellular models.
- c. Method of installation shall be close to or the same as models BI HomeGuard 200, DualTrak II, RF Patrol and equivalent cellular models.

EXHIBIT A

- d. Telephone communications
 - 1. The Receiver/Dialer shall communicate with the computer upon set up and contact the monitoring center every time the client enters or leaves the home as well as have a default setting to contact the monitoring center every four to six hours with the ability to increase or decrease the frequency.
 - 2. The Receiver shall plug into a standard two-prong residential AC power outlet. Land-line models shall use a telephone cord that plugs into a standard RJ-11 telephone jack.
 - 3. Contractor shall advise offender at time of installation for land-line units what will happen if someone is on the phone at the time the Receiver is trying to call the monitoring center, i.e., sound of modem dialing or some other progressive annoyance feature to alert them to get off the phone.
 - 4. The cellular connection for the cellular RF equipment shall be on the AT&T or Verizon network as these carriers have the best coverage throughout Fresno County.
 - 5. Contractor shall have in place safeguards to prevent loss of data if telephone service is interrupted.
 - e. Power supply
 - 1. Required power supply is standard residential 120-volt AC power with only one standard two-prong electrical outlet required.
 - 2. Backup power supply included.
 - 3. The Receiver shall have data storage capability for a minimum of 48 hours that is automatically triggered in the event power is interrupted.
 - 4. Surge protectors required.
 - f. Tamper resistant feature
 - 1. Vendor's staff shall be trained in visual inspection procedures to determine if unit has been tampered with.
 - 2. Vendor awarded contract shall provide list of various tamper messages and their meaning to County staff.
 - 3. If the Vendor is aware of any known instances where an offender has defeated the tamper resistant features, a description is to be provided.
 - g. The Receiver shall have the ability to be programmed to recognize different transmitters in the event a transmitter needs to be changed; however, the Receiver should only be matched to one transmitter at a time and ignore all other signals.
 - h. In the event phone lines at the central computer are busy when Receiver/Dialer attempts to call, the device should continue to redial at least every couple of minutes until the call gets through. Vendor shall review line efficiency reports on a regular basis to ensure proper line allocation.
4. Service and Maintenance of Equipment
- a. Vendor shall maintain equipment and inventory in proper working order. Equipment that needs to be returned to the manufacturer or the Vendor for repair will be shipped to the appropriate location by Vendor and at Vendor's expense. Vendor shall provide all maintenance for the EM units at no charge to COUNTY.
 - b. Vendor shall keep sufficient overstock in the local inventory at no additional charge. These EM units will act as replacement for any units that may fail. The Vendor will restock every two weeks or upon the request of the Probation Department. There is to be no charge to the Probation Department for overnight shipping of EM units or associated equipment.
 - c. Replacement of inoperative equipment shall occur within 24 hours or less.

EXHIBIT A

5. Equipment Installation and Removal

- a. Vendor will provide, install, maintain and remove all equipment necessary for this program. The vendor must provide in home service for equipment retrieval and malfunction. All other services may be performed at vendor's office. Transmitters are to be installed in the vendor's office. The vendor may send the receiver home with the probationer and allow him/her to install. However, **the vendor must verify proper installation.**
- b. Equipment installations are to be performed on County's normal workdays (e.g. Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County holidays). There is no requirement for installations at other times or days. **Installations must occur within 10 days of receiving the referral from Probation and/or prior to the stay date.**

6. Contractor's Staff

- a. Contractor's staff assigned to provide direct services to probationers under this Agreement must pass a background check conducted by COUNTY at no cost to vendor. Also, all staff having access to Fresno County Probation Department data shall have passed background checks.
- b. There shall be no fraternization of Contractor's personnel with any person under the supervision of the Fresno County Probation Department. Any deviation from this policy must be pre-approved by the Probation Department.
- c. Contractor shall have bi-lingual (Spanish speaking) staff available.
- d. Contractor's staff is to be available for the Probation Department to contact between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County holidays.

7. Manufacturer's Product Liability Insurance

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

C. Central Computer System and Reporting/Notification Requirements

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

1. Software capabilities

- a. Have the ability to program in at least 3 leaves and 3 entries per offender per day.
- b. System capacity shall allow for the programming of multiple curfews for each day of the week and shall support permanent and temporary schedules.
- c. Data items which can be stored for each participant shall include but not be limited to name, address, phone number, date of birth, I.D. number, social security number, language, gender, monitoring level, court, case information, DPO information, and photos.
- d. Reports/Notifications which can be generated by the system shall, at a minimum, include:
 - (1) Enrollment: Notifies Probation that the Offender is active on the monitor. Due via e-mail by 8:30 a.m. the next business day. Utilize fax as back-up if e-mail system down.
 - (2) Non-Compliance/Violation: All violations, except absconds [see (3) below] will be reported to Probation staff by vendor the day of the violation, via phone between 8:00 a.m. and 5:00 p.m., followed by e-mail. If after 5:00 p.m., notify Probation via phone between 8:00 and 8:30 a.m. the next business day following the violation followed by e-mail. Utilize fax as back-up if e-mail system down.
 - (3) Abscond: Offender has left the residence and failed to return. Offender remains out of contact. Notification to Probation via phone, followed by e-mail, within 30 minutes of the violation, between the hours of 8:00 a.m. and 5:00 p.m. If after 5:00 p.m., notify

EXHIBIT A

Probation staff via phone between 8:00 and 8:30 a.m. the next business day following they abscond, followed by e-mail. Utilize fax as back-up if e-mail system down.

- (4) **Schedule Adjustments:** Notifies Probation of any change to schedule (in and out), i.e., doctor appointments, dental appointments, DUI classes, etc. Minor schedule changes, such as a dentist appointment can be approved by the Contractor. More significant changes to the offender's schedule, such as a change to his/her work schedule or regular increased hours away from the residence must be pre-approved by Probation. A Schedule Adjustment report indicating changes (both minor and significant) will be e-mailed once per week on those offenders with changes. Probation and vendor will agree on a set day for consistency purposes. Utilize fax as back-up if e-mail system down.
 - (5) **Activity:** The Activity report shall show all offender leaves/entries, tamper messages, etc. on a daily basis. This report will be e-mailed daily for all offenders in the Electronic Monitoring program. Utilize fax as back-up if e-mail system down.
 - (6) **Monthly Progress:** Provides overview of each offender's progress on a monthly basis. This report will, at minimum, outline whether offenders are current or past due with fee payments to the vendor and bi-weekly meeting attendance. This report will be e-mailed to Probation once a month. Probation and vendor will agree on a set date for consistency purposes.
 - (7) **Change of Address/Phone/Other Contact Information:** Any changes made to the offender's address, phone number or other contact information will be e-mailed to the Probation Department by 8:30 a.m. of the next business day. Utilize fax as back-up if e-mail system down.
 - (8) **Termination:** Notifies Probation the offender has been removed from EM by Contractor due to failure to pay fees and/or failure to comply with Electronic Monitoring Program rules. Notification to occur by phone, followed by e-mail, to Probation within one hour of termination. Utilize fax as back-up if e-mail system down.
 - (9) **Completion:** Notifies Probation that the offender has served his term, has paid all fees, and has returned all of the electronic monitoring equipment. Report due via e-mail to the Probation Department by 8:30 a.m. the next business day after completion. Utilize fax as back-up if e-mail system down.
- e. Capacity of system needs to be sufficient to handle the addition of the Fresno County Probation Department's Offender-funded adult electronic monitoring program.
 - f. The monitoring system shall be able to accept messages from multiple Receiver/Dialers at a time. Vendor is to ensure that the monitoring system has adequate capacity to receive all data transmissions from the field. In the event of a network failure from the primary service provider, vendor shall have an alternative plan in place to continue service without interruption.
 - g. Vendor shall prevent loss of memory or data through the use of various techniques such as Redundant Data Storage, Back-up Power Supplies, and Back-up Communication Systems.

D. Billing Procedure

Please describe how and when the offender will be billed, including the sliding fee scale provision for the Offender-funded EM Program. Please note Probation will not assist in collecting fees.

E. Demonstration of Electronic Monitoring Equipment May Be Required During Evaluation

After the Responses to RFQ have been opened by the County, the bidders may be required to demonstrate the equipment which has been proposed for evaluation by, and at no cost to, the County. The purpose of the demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability vis-à-vis the performance requirements stipulated in the bid. If a demonstration is required, the County will notify the bidder of such in writing and will specify the date, time, and location of the demonstration. If the bidder fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject the bidder's bid or to

EXHIBIT A

reschedule the demonstration in its best interest. The County shall be the sole judge of the acceptability of the equipment in conformance with the bid specifications and its decision shall be final.

The electronic monitoring equipment used for the demonstration shall be the same as the manufacturer's model identified in the bid. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the bidder during the contract period shall conform to the equipment used in the demonstration. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

EXHIBIT A

COST QUOTATION

1. The Probation Department took a snapshot of the average monthly incomes of program participants for the months of September 2016, November 2016, and January 2017 (**see attached Exhibit B**). It is recommended bidders provide their best pricing for all income levels.
2. The Cost Quotation section for electronic monitoring services must include the cost of all services, equipment, maintenance, training, phone charges, etc., necessary for all offender funded electronic monitoring services in Fresno County. No other costs can be charged to the offender except that listed in the Cost Quotation.
3. The cost for the offender funded electronic monitoring services will be based upon a Sliding Fee Scale (per client) as mandated by the California Penal Code section 1208.2(e)*, and this Fee Scale must be provided in the Response to RFQ (see provided sample format). The pricing schedule must explain in detail how the daily charges will be determined. The selected vendor will clearly identify from the Sliding Fee Scale, the process/procedure of determining the specific dollar amount (fee) of each individual offender, and further, how each offender will be charged/invoiced.

*California Penal Code Section 1208.2(e) defines the "ability to pay" as the overall capability of the person to reimburse the costs, or a portion of the costs, of providing supervision. This section goes on to provide other factors that shall be taken into consideration and provides the foundation for why Probation requires the vendor to provide a sliding fee scale.

EXHIBIT A

COST EVALUATION METHODOLOGY

DO NOT COMPLETE THIS FORM

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

Ten (10) monthly incomes will be selected by the County and the corresponding daily rate provided by the vendor in the submitted Sliding Fee Scale shall be plugged into the formula below. The lowest responsible bidder, based on the rates for the monthly salaries selected by the County will be used for cost evaluation as shown below. Bidders are reminded to provide their best pricing for all income levels.

Formula:

<i>Monthly Salary</i>	<i>Vendor's Corresponding Sliding Scale Daily Rate</i>		<i>Land-line Cost of Service*</i>	<i>Cellular Cost of Service*</i>
\$ _____	Rate	=	\$ _____	\$ _____
\$ _____	Rate	=	\$ _____	\$ _____
\$ _____	Rate	=	\$ _____	\$ _____
\$ _____	Rate	=	\$ _____	\$ _____
\$ _____	Rate	=	\$ _____	\$ _____
\$ _____	Rate	=	\$ _____	\$ _____
\$ _____	Rate	=	\$ _____	\$ _____
\$ _____	Rate	=	\$ _____	\$ _____
\$ _____	Rate	=	\$ _____	\$ _____
\$ _____	Rate	=	\$ _____	\$ _____
	Total		\$ _____	\$ _____
	Grand Total			\$** _____

* The cost of service is the same as the Vendor's Corresponding Sliding Scale Daily Rate.

** The totals for Land-line and Cellular Cost of Service will be combined for the Grand Total. The Grand Total will determine the lowest bid.

EXHIBIT A

QUOTATION SCHEDULE

FRESNO COUNTY OFFENDER-FUNDED ELECTRONIC MONITORING PROGRAM
SLIDING FEE SCALE

BIDDER TO COMPLETE AND SUBMIT WITH THEIR BID

[illegible]

*This should be the income range, as proposed by the vendor (i.e. \$0-\$240, \$240-\$400, etc.) Sliding Fee Scale monthly income should go up to at least \$8,000.00/month.

EXHIBIT A

[illegible]

EXHIBIT A

CHECK LIST

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

Check off each of the following:

1. _____ All signatures must be in **blue ink**.
2. _____ The Request for Quotation (RFQ) has been signed and completed.
3. _____ **One (1) original** and **three (3) copies** of the RFQ have been provided.
4. _____ Addenda, if any, have been completed, signed and included in the bid package.
5. _____ The completed *Reference List* as provided with this RFQ.
6. _____ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed in ink.
7. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8. _____ The *Participation* page as provided within this RFQ has been signed and included
9. _____ The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been completed signed and included.
10. _____ *Bidder to Complete* page as provided with this RFQ.
11. _____ Specification, descriptions etc. for items offered under bidder(s) quotation.
12. _____ A description of the design and techniques that the bidder will use to complete the project.
13. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFQ No.	17-062
Closing Date:	April 12, 2017
Closing Time:	2:00 P.M.
Commodity or Service:	Offender Funded Electronic Monitoring

Return Checklist with your RFQ response.

EXHIBIT A

EXHIBITS

A – Electronic Monitoring Forms Packet

B – Income Snapshot

EXHIBIT A

FRESNO COUNTY PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
890 South Tenth Street
Fresno, CA. 93702 - (559) 600-5160

As a part of your sentence the Court has ordered you to serve time in custody in the Fresno County Jail. However, the Court has **referred** you to the Electronic Monitoring Program for possible acceptance.

To be eligible for the program **YOU MUST:**

1. Be employed with a consistent work schedule from a verifiable employer, in a Vocational / Educational program, or have a legitimate/verifiable source of income.
2. Self-Employed will be considered on a case-by-case basis dependent on the ability to verify whereabouts and income tax returns/status.
3. Have a valid driver's license and proof of insurance or:
 - a. The name of the person who will be providing transportation for you. That person **MUST** have a valid driver's license and provide proof of insurance.
4. Have a working cell phone or telephone in your residence. Defendants must be willing to modify the terms and options in their respective plans to meet the Electronic Monitoring requirements (Caller ID, Call Waiting, etc.)
5. Be able to pay all program fees including a non-refundable Probation interview/screening FEE of **\$60.00**

YOU ARE NOT REQUIRED TO PARTICIPATE IN THE ELECTRONIC MONITORING PROGRAM AND YOU MAY HAVE THE OPTION TO SERVE TIME IN CUSTODY BY REPORTING TO THE FRESNO COUNTY JAIL ON THE DATE AND TIME INDICATED ON YOUR COURT ORDER.

If you choose to be considered for **Acceptance** to the program YOU MUST do the following:

1. Schedule an appointment for an interview and obtain an Intake Packet at the Electronic Monitoring Office **within 14 days** of the Court ordered stay date.
2. On that appointment, client is required to pay a **\$60.00** Screening Fee.
3. Have all **Required Forms Completed** and all **Required Documentation** (i.e. car insurance, etc) at the time of interview or as ordered by Probation Personnel.

APPOINTMENT DATE: _____ **TIME:** _____
(Report to the Electronic Monitoring Office.)

FAILURE TO APPEAR for the interview may result in the client being denied for the program.

FAILURE TO PROVIDE required documentation may result in an additional fee of **\$25.00** should the client be required to return prior to Stay Date.

CURRENT DATE: _____ Client's Signature: _____

Witness Initials: _____

Name: _____ Date of Birth: _____
Address: _____ Telephone #: _____
City: _____ State: _____ Zip: _____ Social Security #: _____

ELECTRONIC MONITORING MINUTE ORDER
COURT NUMBER:



ATTENTION!

YOU MUST PRESENT THE FOLLOWING ITEMS TO YOUR ELECTRONIC MONITOR OFFICER AT THE TIME OF YOUR APPOINTMENT

1. A VALID GOVERNMENT-ISSUED PICTURE ID (STATE ID, DL, MATRICULAR CONSULAR, etc.)
2. TWO RECENT PAY STUBS TO VERIFY EMPLOYMENT. IF PAY STUBS ARE NOT AVAILABLE OR DEFENDANT IS PENDING A START DATE FOR EMPLOYMENT, A LETTER ON COMPANY LETTERHEAD MUST BE PRESENTED INCLUDING THE FOLLOWING.
 - A. DATE OF HIRE
 - B. DAYS/HOURS WORKED PER WEEK
 - C. JOB TITLE/DUTIES
 - D. SUPERVISOR'S NAME AND TELEPHONE NUMBER
3. RECENT PHONE BILL TO VERIFY PHONE SERVICE.
4. IF SELF EMPLOYED, PROVIDE TAX RETURNS TO VERIFY SELF-EMPLOYED STATUS AND ADDRESS/LOCATION OF BUSINESS/EMPLOYMENT.
5. IF THIRD PARTY IS PAYING ELECTRONIC MONITORING FEES, THEN THE PAYEE MUST PROVIDE THE SAME PROOF AS THE DEFENDANT TO VERIFY INCOME.
6. CAR INSURANCE AND VALID CALIFORNIA DRIVERS LICENSE OF APPLICANT AND/OR PERSON(S) WHO MAY BE DRIVING APPLICANT.
7. PRE – SCREENING FORMS COMPLETED AND PROBATION MONITORING TERMS AND CONDITIONS READ AND INITIALED.

YOU WILL NOT BE CONSIDERED ELIGIBLE FOR THE ELECTRONIC MONITOR PROGRAM UNTIL ALL NECESSARY DOCUMENTS HAVE BEEN SUPPLIED. FAILURE TO PROVIDE REQUIRED DOCUMENTATION MAY RESULT IN A DENIAL OF ACCEPTANCE INTO PROGRAM.

NON – ENGLISH SPEAKING APPLICANTS MUST BRING INTERPRETER ON DAY OF APPOINTMENT.



EXHIBIT A

County of Fresno

RICK CHAVEZ
CHIEF PROBATION OFFICER

**ELECTRONIC MONITOR
PRE – SCREENING INFORMATION SHEET**

LAST NAME: _____ FIRST NAME: _____
BIRTHDATE: _____ SOCIAL SECURITY #: _____
ADDRESS: _____ CITY: _____ ZIP: _____
PHONE: _____ HOW LONG AT THIS RESIDENCE: _____
MARITAL STATUS: _____ NAME OF SPOUSE: _____

LIST ALL OTHER INDIVIDUALS LIVING AT THIS ADDRESS

<u>NAME</u>	<u>RELATIONSHIP</u>
_____	_____
_____	_____
_____	_____
_____	_____

DEFENDANT'S SIGNATURE: _____

TRANSPORTING PERSON'S INFORMATION

IF YOUR LICENSE HAS BEEN SUSPENDED YOU MUST HAVE A DESIGNATED DRIVER

LAST NAME: _____ FIRST NAME: _____
RELATIONSHIP: _____ LICENSE #: _____
INSURANCE CO. _____ TELEPHONE: _____

TRANSPORTING PERSON'S SIGNATURE: _____

**ALL INFORMATION MAY BE SUBJECT TO VERIFICATION
BY FRESNO COUNTY PROBATION**



**ELECTRONIC MONITOR
PRE-SCREENING EMPLOYER INFORMATION SHEET**

EMPLOYMENT INFORMATION TO BE COMPLETED BY EMPLOYER

NAME OF BUSINESS: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE #: _____ MESSAGE #: _____

DAYS WORKED PER WEEK: _____ SCHEDULED DAYS: _____

HOURS WORKED PER DAY: _____ SCHEDULED HOURS: _____

DATE OF HIRE: _____ HOURLY WAGE: _____

PAY SCHEDULE: ☐ Monthly ☐ Biweekly ☐ Weekly

JOB DUTIES: _____

SUPERVISOR'S NAME: _____

Defendant's Signature: _____ Date: _____

EXHIBIT A

FRESNO COUNTY PROBATION DEPARTMENT ADULT ELECTRONIC HOME DETENTION PROGRAM

TERMS AND CONDITIONS

In addition to your standard terms and conditions of probation, the following terms will also apply:

1. I am a voluntary participant in the Fresno County Probation Department Adult Electronic Monitoring Program.
2. I will remain within the prescribed electronic perimeter of my residence during the hours designated by the probation officer or caseworker.
3. I will allow any person or agency designated by the probation officer into my residence at any time for the purpose of verifying any compliance within the conditions of my monitoring.
4. I agree to the use of the electronic monitoring device for the purpose of helping to verify my compliance with rules and regulations of the Electronic Monitoring Program.
5. I agree that the probation office may, without further order of the court, immediately take me into custody to serve the balance of my sentence if the electronic monitoring device is unable for any reason to properly perform its function at my residence or I fail to remain within my residence as stipulated in this agreement or for any reason I no longer meet the established criteria for the Electronic Monitoring Program.
6. I agree to pay all monitoring fees as scheduled by the monitoring program. Failure to pay will result in removal from electronic monitoring and return to custody.
7. If I opt to use the land-line electronic monitoring device, I will maintain a working telephone in my residence. I am not to use a call forwarding device or an answering machine or any other device or option(s) precluded by the contracted provider.
8. I will wear the tamper-proof non-removable ankle bracelet 24 hours a day during the entire period of electronic monitoring. If device is removed by Medical Providers for a legitimate medical need, then these instances must be reported as soon as possible to Probation personnel.
9. If I opt to use the land-line electronic monitoring device, I know it will be necessary for a monitoring device to be hooked up to my home telephone by an employee of the Electronic Monitoring Program or Probation Employee. I agree to allow monitoring staff to enter my home 24 hours a day without prior notice to install, maintain and inspect this unit.
10. I agree to remain at my residence at all times except for the hours as specified on the activity schedule issued by Probation and Monitoring personnel.
11. I understand that my curfew restrictions may also be monitored by phone calls and personal visits to my residence or employment.



EXHIBIT A

County of Fresno

RICK CHAVEZ
CHIEF PROBATION OFFICER

12. I understand that if I should willfully fail to return to my residence within the prescribed time, or leave this address at any invalid time, such may be deemed an escape from custody and I may be subject to removal from the program and returned to jail.
13. I understand that the consumption or possession of alcohol and/or unlawful drugs is prohibited while under the Electronic Monitoring Program, as this is considered in-custody confinement.
14. I further understand that violation of any of these conditions or agreement may cause my removal from the program and return to jail without notice or avenue of appeal.
15. I understand that any damage or tampering of the electronic monitoring device will result in my return to the Fresno County Jail. It may result in the filing of new criminal charges.
16. I understand that I am responsible for all electronic monitoring equipment and agree to reimburse for any loss or damage of this equipment.
17. I agree/understand that if I opt to use the land-line electronic monitoring device, that the phone line to be utilized by the Field Monitoring Device must not have a Long Distance Phone Call Block that prevents long distance calls by the Field Monitoring Device. Further, that the "ringer" on the telephone must be on at all times while on the Adult Electronic Monitoring Program.

I AGREE TO APPEAR FOR ANY AND ALL COURT APPEARANCES THAT ARE SCHEDULED.

THE ABOVE INSTRUCTIONS AND CONDITIONS HAVE BEEN EXPLAINED OR READ TO ME AND I DO HEREBY AGREE TO ABIDE BY THOSE CONDITIONS.

Probationer's Signature

Officer's Signature

Address

Date

Telephone



EXHIBIT A
Fresno County Probation Department

Rick Chavez, Chief Probation Officer



TO: (Vendor Name)
(Vendor Address)
Fax (Vendor Fax Number)

Defendant:
Probation #:
Offense:

Case#:
Phone:

Referral Request Notice

The above-named defendant is being referred by the Fresno County Electronic Monitoring Program intake Officer. If you accept this case, please refer all case supervision matters to the Electronic Monitoring Officer assigned: .

Number of days (Net) sentenced to Electronic Monitoring: .

Permitted Activities

- | | | |
|---|---------------------------------|--|
| ☐ Employment | ☐ School | ☐ Medical/Dental |
| ☐ Documented Over-Time at Work | | ☐ Community Service |
| ☐ AA\NA meetings/Anger Management/Batterer's Treatment | | ☐ AFDC-4 Hr. Pass |
| ☐ 3 Hour Pass-1 per week/return before 1700 hours. | | |
| ☐ Other: | | |

Restriction/Conditions of Probation in addition to Obey All Laws:

Defendant has been notified to Contact (Vendor's Name) by

ADULT PROBATION

890 South Tenth Street Fresno, California 93702 / (559) 600-5127
The County of Fresno is an equal employment opportunity employer

EXHIBIT A

Fresno County Probation Department

Rick Chavez, Chief Probation Officer



Further Electronic Monitoring Instructions

Defendant:

Probation #:

Case #:

You are to contact **(Vendor's Name)**. (Vendor's Name) is an agency that the Electronic Monitoring Program uses for electronic monitoring services. They will install the electronic monitoring equipment and assign you a case manager. You may be required to pay an initial fee of \$_____ (\$_____ for screening with (Vendor's Name) and \$_____ applied towards fees) at the time of your appointment, and all Program Fee's thereafter.

You are to contact (Vendor's Name and Phone Number) by: _____ . You are to obey all instructions given by (Vendor's Name) staff.

If you have questions regarding probation, call _____ at _____ .

Deputy Probation Officer

Date

Probationer

Date

(Vendor's Name)

(Vendor's Address)

Fresno, CA _____

(Vendor's Phone Number)

ADULT PROBATION

890 South Tenth Street Fresno, California 93702 / (559) 600-5160
The County of Fresno is an equal employment opportunity employer

EXHIBIT A

INCOME SNAPSHOT

SEPTEMBER 2016		NOVEBMER 2016		JANUARY 2017	
Defendant	Monthly Income	Defendant	Monthly Income	Defendant	Monthly Income
1	\$0.00	1	\$0.00	1	\$0.00
2	\$0.00	2	\$0.00	2	\$0.00
3	\$0.00	3	\$0.00	3	\$0.00
4	\$540.00	4	\$0.00	4	\$492.00
5	\$1,360.00	5	\$0.00	5	\$880.00
6	\$1,640.00	6	\$492.00	6	\$1,360.00
7	\$1,640.00	7	\$574.00	7	\$2,120.00
8	\$1,760.00	8	\$1,360.00	8	\$2,150.40
9	\$2,446.00	9	\$1,575.00	9	\$2,160.00
10	\$2,500.00	10	\$1,640.00	10	\$2,160.00
11	\$2,557.44	11	\$1,960.00	11	\$2,256.00
12	\$2,610.00	12	\$1,968.00	12	\$2,446.00
13	\$2,960.00	13	\$2,000.00	13	\$2,500.00
14	\$3,680.00	14	\$2,120.00	14	\$2,610.00
15	\$4,160.00	15	\$2,256.00	15	\$3,328.00
16	\$4,612.80	16	\$2,446.00	16	\$3,400.00
17	\$10,350.00	17	\$2,500.00	17	\$4,000.00
		18	\$2,557.44	18	\$4,160.00
		19	\$2,610.00	19	\$4,612.80
		20	\$3,400.00	20	\$5,513.60
		21	\$4,160.00	21	\$10,350.00
		22	\$4,612.80		
		23	\$10,350.00		

EXHIBIT A

SAMPLE AGREEMENT

EXHIBIT A

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and _____, a corporation, whose principal address is _____, hereinafter referred to as "CONTRACTOR". COUNTY and CONTRACTOR are each a "Party" to this Agreement, and together they are the "Parties" to this Agreement.

WITNESSETH

WHEREAS, the COUNTY currently operates an offender-paid, adult electronic monitoring program (hereinafter "Probation's EM Program") for probationers chosen by the COUNTY'S Probation Department (the "Probation Department" or "Probation") as suitable for participation in an electronic monitoring program ("Participants"); and

WHEREAS, COUNTY has need for the continued provision of electronic monitoring services and equipment to Participants on Probation's EM Program; and

WHEREAS, COUNTY issued Request for Quotation (RFQ) Number _____ and Addenda Numbers One and Two thereto, and CONTRACTOR responded to such RFQ and Addenda; and

WHEREAS, the CONTRACTOR is qualified and willing to perform said services and has offered to provide such services and equipment to Participants, charging a fee to each Participant, according to their ability to pay, instead of charging COUNTY.

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

I. OBLIGATIONS OF CONTRACTOR

EXHIBIT A

A. General Description of Duties

CONTRACTOR shall provide Probation's EM Program with electronic monitoring services, administrative services, and related equipment as described herein. The services and equipment shall be provided on a timely basis.

CONTRACTOR shall perform all services and fulfill all responsibilities for Probation's EM Program as defined in COUNTY'S RFQ Number ____ - ____ dated _____, 2017, including Addendum Number One to RFQ dated _____, 2017 and Addendum Number Two to RFQ dated _____, 2017 (together the "RFQ", attached hereto collectively as Exhibit A and incorporated herein by this reference) and CONTRACTOR'S Response to COUNTY'S RFQ, dated _____, 2017 (attached hereto as Exhibit B and incorporated herein by this reference). A copy of the COUNTY'S RFQ and CONTRACTOR'S Response to RFQ shall be retained and made available to CONTRACTOR during the term of this Agreement by the COUNTY'S Probation Department Contract Coordinator.

B. Electronic Monitoring Equipment and Services

1. CONTRACTOR shall install and remove all electronic monitoring devices as required during the duration of this Agreement whether at the CONTRACTOR'S local branch office, Participant's home, or other sites as approved by the Probation Department.

2. CONTRACTOR shall provide "(model(s))" RF electronic monitoring equipment and services as determined by COUNTY'S Probation Department. CONTRACTOR is authorized to add or substitute other electronic monitoring equipment if prior written approval is obtained from the Probation Department.

3. CONTRACTOR shall notify COUNTY of violation reports as provided herein.

EXHIBIT A

4. CONTRACTOR shall provide 24 hour per day, seven days per week, electronic monitoring of Probation's EM Program Participants, as provided herein.

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

6. The Parties hereto agree, and CONTRACTOR hereby acknowledges, that with regard to the delivery of all services by CONTRACTOR under this Agreement, time is of the essence.

C. Administrative Services

1. Written Statement of Rights

At the time Probation notifies CONTRACTOR a Participant is eligible to participate in Probation's EM Program, the CONTRACTOR shall furnish the Participant with a written statement of his/her rights in regard to the program for which the Participant has been approved, including: (a) the fact that the Participant cannot be denied consideration for participation in the program because of an inability to pay; and (b) the fact that if the Participant is unable to reach agreement with the CONTRACTOR regarding the Participant's ability to pay, the amount which is to be paid, or the manner and frequency with which payment is to be made, that the matter shall be referred to the Superior Court to resolve such differences.

2. Fees

(a) CONTRACTOR shall perform all administrative duties necessary for: (1) the determination of the fee to be assessed each Participant; (2) the Participant's execution of an appropriate fee agreement; and (3) the CONTRACTOR'S collection of such fees.

EXHIBIT A

(b) CONTRACTOR shall bill each individual Participant a program fee pursuant to the fee schedule attached hereto as Exhibit C and incorporated herein by reference. The amount of the program fee and the method and frequency of payment shall be set forth in an agreement, signed by the Participant, to participate in Probation's EM Program.

(c) The program fee actually charged a Participant in Probation's EM Program shall be determined according to his or her ability to pay. For purposes of this Agreement, "ability to pay" shall have that meaning set forth in Penal Code section 1208.2(e). No person shall be denied consideration for, or be removed from, participation in Probation's EM Program because of an inability to pay all or a portion of the program fees. The Participant may, at any time during his participation in Probation's EM Program, request of CONTRACTOR that his or her program fee be modified or suspended on the grounds of a change in circumstances with regard to that Participant's ability to pay.

(d) If the Participant and the CONTRACTOR are unable to come to an agreement regarding the Participant's ability to pay, or the amount which is to be paid, or the method or frequency with which payment is to be made, the CONTRACTOR shall advise the appropriate court and the court shall then resolve the disagreement by determining the Participant's ability to pay, the amount which is to be paid, and the method and frequency with which payment shall be made.

D. Record Keeping

1. CONTRACTOR shall be responsible for entering into its host computer, as such information is provided by COUNTY, all required demographic, curfew and system configuration data, date of termination data and all other data that is required for monitoring the transmission data of each Participant sentenced to Probation's EM Program.

EXHIBIT A

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

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

4. CONTRACTOR shall retain and make available to COUNTY all records required to be maintained under this Subsection I-D throughout the duration of this Agreement, plus two additional years beyond the term of the Agreement for each Participant under this Agreement.

5. CONTRACTOR shall document and maintain violation reports (i.e., record of each Participant's violation of Probation EM Program rules) and equipment status information for each Participant for the duration of this Agreement.

E. Notification Policy

1. Once Participant has been enrolled in Probation's EM Program and is active on the monitor, CONTRACTOR shall notify Probation staff of the enrollment via e-mail by 8:30 a.m. of the next COUNTY business day.

2. All violations, except absconds as defined in Section I-E. 3 herein below, shall be reported to Probation staff by CONTRACTOR via phone between 8:00 a.m. and 5:00 p.m. followed by e-mail. If the violation occurs after 5:00 p.m., CONTRACTOR shall first notify Probation staff via phone between 8:00 and 8:30 a.m. the next COUNTY business day, followed by e-mail notification.

3. All absconds (i.e., where the Participant has left the residence and failed to return and remains out of contact) shall be reported to Probation staff by CONTRACTOR via phone followed by e-mail within thirty (30) minutes of the violation,

EXHIBIT A

between the hours of 8:00 a.m. and 5:00 p.m. If the abscond occurs after 5:00 p.m., CONTRACTOR shall notify Probation staff via phone between 8:00 and 8:30 a.m. the next COUNTY business day, followed by e-mail notification.

4. CONTRACTOR shall notify Probation staff of any changes to the Participant's schedule (in and out times) via a Schedule Adjustment report to be e-mailed to Probation staff once per week for those Participants with changes. The Chief Probation Officer or his/her designee and CONTRACTOR shall agree on a set weekday for this to occur. CONTRACTOR may approve minor schedule changes, such as a leave to attend a dentist appointment. More significant changes to the Participant's schedule, such as a change to his/her work schedule or increased hours away from the residence on a regular basis must be pre-approved by Probation staff.

5. CONTRACTOR shall provide Probation staff via e-mail with a daily Activity report for each Participant that includes, but may not be limited to, the following: leaves, entries and tamper messages.

6. A brief overview of a Participant's compliance status in Probation's EM Program shall be provided to Probation staff by CONTRACTOR on a monthly basis. This report shall include, but not be limited to: current or past due with fee payments and bi-weekly check-in attendance.

7. Any changes made to the Participant's address, phone number, or other contact information shall be e-mailed to Probation staff by 8:30 a.m. the next COUNTY business day.

8. CONTRACTOR shall notify Probation via phone followed by e-mail within one hour of a Participant being terminated from EM due to failure to pay fees and/or failure to comply with Work Furlough Program rules.

EXHIBIT A

9. Once Participant has served his/her term, paid all fees, and returned all electronic monitoring equipment, CONTRACTOR shall notify Probation by e-mail by 8:30 a.m. the next COUNTY business day that Participant has completed the Program.

10. Other notification procedures may be implemented by agreement between the Chief Probation Officer or his/her designee and CONTRACTOR. In the event CONTRACTOR'S e-mail system is temporarily inoperable, a fax notification shall be utilized until the email system is operable again.

II. OBLIGATIONS OF COUNTY

A. Probation shall determine Participant eligibility for Probation's EM Program. Probation will notify CONTRACTOR of such determinations.

B. Probation shall obtain each Participant's consent in writing to participate in Probation's EM Program and comply with the following rules:

1. The Participant shall remain within the interior premises of his or her residence during the hours designated by Probation.

2. The Participant shall admit any person or agent designated by Probation into his or her residence at any time for purposes of verifying the Participant's compliance with the conditions of his or her detention.

3. The Participant shall agree to the use of electronic monitoring or supervising devices for the purpose of helping to verify his or her compliance with the rules and regulations of the home detention program.

4. The Participant shall agree that Probation may, without further order of the court, immediately retake the person into custody to serve the balance of his or her sentence in custody should any of the following occur: (1) if the electronic monitoring or supervising devices are unable for any reason to properly perform their function at the

EXHIBIT A

designated place of home detention, (2) if the Participant fails to remain within the place of home detention, (3) if the Participant willfully fails to pay fees to CONTRACTOR as stipulated in the fee agreement with CONTRACTOR, subsequent to the written notification of the Participant that the payment has not been received and that return to custody may result, or (4) if the Participant for any other reason no longer meets the established criteria for participation in Probation's EM Program.

Probation shall deliver to Participant and CONTRACTOR a copy of the above described agreement, and Probation and CONTRACTOR shall retain a copy of such agreement for their files.

C. The Probation Department shall be responsible for all liaison work with all involved or related courts. CONTRACTOR agrees to assist the Probation Department as necessary, i.e., verify violations of Probation's EM Program.

D. The Probation Department shall provide CONTRACTOR with necessary demographic and curfew information for each Participant.

III. DAMAGE, THEFT, AND TAMPERING

CONTRACTOR shall be responsible for all damage, theft, tampering or misuse of electronic monitoring equipment provided to Probation's EM Program. CONTRACTOR shall provide replacements, at no cost to COUNTY, in a timely manner for all electronic monitoring equipment damaged, stolen, tampered with or misused.

IV. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2017 through and including June 30, 2020. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension

EXHIBIT A

period. The Chief Probation Officer or his or her designee is authorized to execute such written approval on behalf of the COUNTY based on CONTRACTOR'S satisfactory performance.

V. TERMINATION

A. Breach of Contract

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

- (1) A failure to comply with any terms of this Agreement;
- (2) A substantially incorrect or incomplete report submitted to the COUNTY;
- (3) Improperly performed service.

B. Evidence of Financial Non-Responsibility

The COUNTY may immediately terminate this Agreement at any time that the CONTRACTOR fails to demonstrate evidence of financial responsibility by providing proof of insurance coverage as delineated in Section IX of this Agreement.

C. Cause

Upon the discovery that CONTRACTOR is not in compliance pursuant to Penal Code section 1203.016, the COUNTY shall give 60 days notice to CONTRACTOR that the Agreement may be canceled if the specified deficiencies are not corrected. Shorter notice may be given or the Agreement may be cancelled without notice whenever a serious threat to public safety is present because the CONTRACTOR has failed to comply with Penal Code section 1203.016.

D. Without Cause

EXHIBIT A

Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate.

VI. COMPENSATION

CONTRACTOR shall provide all equipment and services to Probation's EM Program at no cost to the COUNTY. CONTRACTOR agrees that Participant is solely liable for any and all fees and CONTRACTOR shall assess and bill for said fees as outlined in Section I, Obligations of Contractor, subsection C, Administrative Services, item 2, "Fees" of this Agreement.

VII. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

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

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees.

EXHIBIT A

CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

VIII. HOLD-HARMLESS

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 and 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.

IX. 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 throughout the term of this 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

EXHIBIT A

specific coverages including completed operations, products liability, contractual liability, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract, to effectuate the purpose of Penal Code section 1203.016(j)(3)(B)(iii) & (iv).

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. 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 the COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under the 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 Probation Department,

EXHIBIT A

Attention: Probation Administration Division Director, 3333 E. American Ave, Suite B, Fresno, CA 93725, stating that such insurance coverages 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, immediately 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.

X. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this 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 this agreement. A self-dealing transaction shall mean a transaction

EXHIBIT A

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 *Self-Dealing Transaction Disclosure Form* (Exhibit D) and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

XI. MODIFICATION

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

XII. NON-ASSIGNMENT

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

XIII. AUDITS AND INSPECTIONS

The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

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

XIV. NOTICES

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

EXHIBIT A

COUNTY: Chief Probation Officer
Fresno County Probation Department
3333 E. American Avenue, Suite B
Fresno, California, 93725

CONTRACTOR: (Title, i.e., President)
(Vendor Name)
(Vendor Address)
_____, CA _____

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

XV. GOVERNING LAW

Venue for any action arising out of or relating to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

XVI. CONFORMANCE WITH ALL APPLICABLE LAWS

CONTRACTOR shall provide the electronic monitoring equipment and services, as described in this Agreement, in compliance with any applicable standards promulgated by state correctional agencies and bodies, including but not limited to the Corrections Standards Authority, and all statutory provisions and mandates, state and county, as appropriate and applicable to the operation of offender-paid home detention programs and the supervision of sentenced offenders in a home detention program, including but not limited to Penal Code sections 1203.016 and 1208.2.

XVII. SURVIVAL

EXHIBIT A

The provisions of subsection I-D.4 and Sections III, VI, VIII, X, and XVI shall survive any termination or expiration of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding Exhibits A and B); (2) Exhibit A; and (3) Exhibit B.

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

(VENDOR NAME)

COUNTY OF FRESNO

(Name)
President/CEO

Brian Pacheco
Chairman, Board of Supervisors

Date: _____

Date: _____

ATTEST:
Bernice Seidel, Clerk to Board of Supervisors

By _____
Deputy

EXHIBIT A

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

REVIEWED & RECOMMENDED
FOR APPROVAL:

Rick Chavez, Chief Probation Officer

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

By _____
Deputy

APPROVED AS TO ACCOUNTING FORM:
Oscar J. Garcia, CPA
Auditor-Controller/Treasurer-Tax Collector

EXHIBIT A

By _____
Deputy

EXHIBIT A

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFQ NUMBER: 17-062

OFFENDER FUNDED ELECTRONIC MONITORING

Issue Date: April 4, 2017

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

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

CLOSING DATE OF QUOTATION WILL BE AT 2:00 P.M., ON APRIL 19, 2017.

QUOTATION WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:01 P.M.

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

Questions must be submitted on the Bid Page at Public Purchase or contact **Heather Stevens**, at (559) 600-7110.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 17-062 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN IN BLUE INK AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

- Closing date has been changed to April 19, 2017 at 2:00 P.M.
- Attached are Questions and Answers resulting from the Vendor Conference and those proposed on Public Purchase.
- Attached is information regarding the current contractor.
- Excel spreadsheet is available for the Sliding Scale fee pages.

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 17-062

COMPANY NAME: _____ (PRINT)

SIGNATURE (In Blue Ink): _____

NAME & TITLE: _____ (PRINT)

Purchasing Use: CF:HS:st

ORG/Requisition: 34300300 / 3431700308

EXHIBIT A

QUESTIONS AND ANSWERS

Q1. Background checks of employees are required. How long does the background process take?

A1. Approximately 2 to 4 weeks, depending on how quickly the applicant provides the necessary documentation to our Department (i.e. fingerprints, TB test, etc.).

Q2. Will the County allow a new contractor to start working pending background checks of employees?

A2. No

Q3. In the rare case of a malfunctioning or damaged piece of equipment, what is the expectation of time before the damaged equipment has to be replaced? Example, if a damage happens over a weekend?

A3. Within one business day.

Q4. Is the vendor expected to do any investigation/verification of non-compliance before reporting a violation to probation?

A4. No, just ensure the information provided is accurate.

Q5. If the offender stops paying the vendor, will probation terminate the offender from the program?

A5. No, the provider can choose to discontinue monitoring the defendant.

Q6. Please provide the sliding fee scale used by the current vendor.

A6. Sliding fee scale attached. Please note, under the current provider, cellular RF units are not provided/required and therefore the sliding fee scale only reflects the daily rates for landline RF.

Q7. Does the current provider charge a screening/installation fee in addition to the sliding scale? If yes, how much?

A7. The current provider currently charges \$250 at intake which goes towards an installation fee and a down payment on daily program fees. Please note, the Probation Department will allow an installation fee, but it is not to exceed \$150 and should be disclosed within your bid.

Q8. Who is the current provider?

A8. Correctional Healthcare Companies, Inc.

Q9. From the RFP we understand that there is a requirement for offenders to be employed to be eligible for the program. How come that 3-5 individuals on the "snapshot" of monthly incomes have no income?

A9. Employment is the primary consideration when referring someone to the offender-funded program, but is not necessarily a requirement. For instance, there may be a defendant who is 18 or 19 years old and doesn't have a job yet and a relative is assisting with paying the fees.

EXHIBIT A

Q10. On page 16 of the Requirements/Response Section A.4. it states that the vendor should describe any terminated contracts from 2012-present, and in A.5. a description of Pending Lawsuits. (a) Can you confirm that the sections noted above requiring disclosure of terminated contracts and pending lawsuits take precedence over the statement in the General Condition section, page 1c #21 which states that the section only applies to RFP's, not RFQ's, and that any terminated contracts and lawsuits must be disclosed. (b) Can you confirm that pending lawsuits refer to lawsuits about a vendor's electronic monitoring or contracted operations?

A10. (a) *Yes, please describe any terminated contracts from 2012-present and pending lawsuits.*

(b) *It refers to any lawsuits relating to a vendor's electronic monitoring.*

Q11. Most electronic monitoring programs charge an installation fee in addition to a daily fee, typically in the \$150 range. Will this be allowed?

A11. *Yes. An installation fee will be allowed, but it is not to exceed \$150 and needs to be disclosed within your bid.*

Q12. Most electronic monitoring programs ask participants for an equipment guarantee using a credit card or some other form of guarantee. Will this be allowed?

A12. *Most of the defendants most likely do not have a credit card. A down payment of some sort would be more feasible and should be disclosed within your bid.*

Q13. Will the vendor determine the participant fees?

A13. *Yes*

Q14. Typically a sliding scale is used as a fee assessment guideline only. Participants usually bring in documentation that allows for lower fees than what might be on a sliding scale. Therefore, a sliding scale is at times superfluous. Will you permit the vendor to give a minimum and maximum daily fee, and describe a thorough, objective process by which daily fees will be fairly and consistently assessed?

A14. *The daily fee will be based on the sliding scale fee that is provided by the vendor in their bid. In the quotation schedule, the vendor has the freedom to set their own income brackets for the varying rates.*

Q15. What percentage of current clients use landline vs. cellular units?

A15. *Currently the program only utilizes landline units and does not have a historical average to provide for cellular units, but it is estimated that 60-70% of the clients will utilize cellular units.*

EXHIBIT A

Q16. While ATT and Verizon have traditionally been the strongest cellular providers, T-Mobile has significantly improved their cellular service since they were able to obtain a portion of the ATT spectrum. In fact, we often find that their coverage for data networks is better than the other providers. The County can find documentation of this improvement in Fresno County in a September 18, 2015 Fresno Bee article entitled "T-Mobile rolls out new 4G LTE spectrum in Fresno, and 9 other Valley communities" (<http://www.fresnobee.com/news/business/article35695116.html>). As such, would the County be open to T-Mobile as a potential provider for Cellular Services, if the County was provided additional coverage maps and has the opportunity to test the service?

A16. Section B.3.d.4 of the "Requirements/Response Section" is deleted and replaced with the following language: "Contractor shall ensure that the cellular connection for the cellular RF equipment is on a network that has adequate coverage in Fresno County."

Q17. Can the Quotation Schedule on pages 24 and 25 be provided as an Excel document?

A17. Yes, it is included with this addendum.

Q18. When do you expect to respond to the questions?

A18. Approximately one week after the vendor conference.

Q19. Can the County provide the Excel spreadsheet for the Quotation Schedule on pages 24 and 25?

A19. Yes, it is included with this addendum.

Q20. Based on the importance of the County's responses to questions, would the County consider a two (2) week extension to the proposal due date?

A20. The proposal due date will be extended by one week.

Q21. What is the highest caseload number over last year?

A21. Over the last 12 months the highest caseload number was 27.

Q22. What are the reasons, if known, for current smaller program size compared to previous years? Is there any possibility of program growth?

A22. The numbers fluctuate, as there is no way to know when a Judge will order the Electronic Monitoring Program.

Q23. What are the type and models of equipment being used?

A23. BI Homeguard 200 for landline units; Cellular units are currently not used.

Q24. Is weekend/after-hours violation reporting to the agency required or during business hours only?

A24. Any violations that occur during the weekend/after-hours are to be reported by the vendor to the agency by the next business day.

EXHIBIT A

Q25. (a) Are any breath alcohol testing (BAT) or continuous alcohol monitoring (CAM) equipment needed for the program? (b) If so, is sliding scale fee required for these types of alcohol equipment? (c) Are either of these used with the current monitoring equipment or standalone only?

A25. (a) *No*

(b) *No*

(c) *BAT and CAM are not incorporated into the monitoring equipment of the offender-funded EM program.*

Q26. Will GPS ever be required for this program?

A26. *No, not at this time.*

Q27. Please provide the name of the current vendor as well as a copy of the current scale being used.

A27. *The current vendor is Correctional Healthcare Companies, Inc. Sliding fee scale attached. Please note, under the current provider, cellular RF units are not provided/required and therefore the sliding fee scale only reflects the daily rates for landline RF.*

Q28. Please provide the current vendor's fee setting process.

A28. *The fees are set by utilizing their sliding fee scale.*

Q29. What is the current procedure if participant fails to provide income confirmation at time of enrollment or claims loss of income while on the program?

A29. *The defendant would most likely be denied the program at the initial intake. If they claim loss of income while on the program, they will still be responsible for payment.*

Q30. What is the current population and break-down of their individual assessed fees?

A30. *The most current available income breakdown is provided in Exhibit B of the RFQ (January 2017) and can be cross-referenced with the vendor's current sliding fee scale which has been included in this RFQ.*

Q31. What is the current monthly revenue being actually collected from the offenders by the current vendor?

A31. *Information not available at this time.*

Q32. What is the current arrearage amount pending for the current population as well as overall for the program for the last year of service?

A32. *Information not available at this time.*

Q33. Are indigents allowed on program? If so, will County provide subsidy?

A33. *No, indigents are not referred to the program.*

Q34. Where is the current office location and number of current vendor staff? Can office space be available for vendor personnel?

A34. *The vendor's current office is located downtown near Van Ness and Kern Streets (2115 N. Kern St. Suite #310, Fresno, CA 93721). The vendor has one case manager assigned to Probation's electronic monitoring program. The vendor needs to provide their own office space.*

EXHIBIT A

Q35. Is drug testing required? If so, are lab confirmations mandatory?

A35. *Drug testing is not a part of the requested services in this bid. Probation has other contracts in place for drug testing services and is handled by supervising probation officers.*

Q36. Please describe any remote service call requirements.

A36. *Broken, damaged, malfunctioning equipment. Monitors could be removed during the booking process at the Fresno County Jail and the monitors will have to be retrieved.*

Q37. Does the County permit the termination of services for failure to pay fees? If so, what procedures are permitted?

A37. *The provider can choose to discontinue monitoring the defendant, at which time the EM probation officer should be notified.*

Q38. Based on current population count, is a full 40 hour office week required?

A38. *Someone will need to be available by phone Monday – Friday, 8:00 AM – 5:00 PM; Office hours can be reduced to Monday, Wednesday, Friday, 10:00 AM – 5:00 PM.*

Q39. The RFQ states that the vendor will be required to go to the offenders home to retrieve equipment; will the County provide a safe escort for vendor personnel to enter the offenders' homes? If not, for safety reasons can this requirement be removed?

A39. *This will be addressed on a case by case basis.*

Q40. Does County staff require any computer or peripheral equipment for supervision of the program?

A40. *No we do not require it, but we will need to be able to access a web hosted site or be provided daily emails.*

Q41. Will County staff require training? If so, how many staff, and at how many locations?

A41. *Yes, at one location for approximately 10 staff.*

Q42. How will the bid proposals be evaluated? What is the Scoring/ Evaluation criteria?

A42. *As a Request for Quotation, evaluation is solely based on the lowest bid. Please refer to Page 23 – Cost Evaluation Methodology.*

Q43. What point value will be placed on the proposed fee scale for Evaluation / Scoring?

A43. *As a Request for Quotation, evaluation is solely based on the lowest bid. Please refer to Page 23 – Cost Evaluation Methodology.*

Q44. Are the services open to other County agencies?

A44. *Probation does not coordinate with other County agencies for these services, but that does not prevent the services from being offered to them if it is something these agencies are seeking.*

Q45. Who is responsible for doing the financial assessment with the sliding scale?

A45. *Vendor*

EXHIBIT A

Q46. It is estimated that only 40% of homes have landlines, while 70% of homes have internet access. In the interest of providing the most practical and reliable connectivity solution to the participants, would the county please consider adding a column to the payment schedule for 'Internet/Ethernet Daily Rate'?

A46. Not at this time.

Q47. If someone doesn't pay the initial fee, does the current vendor reject services at all?

A47. The vendor could choose to do so.

Q48. If there is no exchange of money between the vendor and the County in terms of pricing, what was the thought process in deciding this bid to be an RFQ rather than an RFP?

A48. The department knows what it wants/needs for this program and wants the lowest cost offered to the clients.

Q49. Does Probation recommend this EM program on pre-sentencing reports to the Courts?

A49. Very rarely; Probation usually recommends custody time in jail.

Q50. Is the case volume in this contract dictated by the Courts rather than Probation?

A50. The Court orders defendants to be screened for the EM program at which time Probation determines eligibility and suitability.

Q51. Do you prefer the vendor to have an office downtown or just within the city?

A51. The vendor's office location does not need to be located downtown, but it does need to be in close proximity to public transit access.

Q52. Is the current contract up for renewal?

A52. Yes. The current contract expires on June 30, 2017.

Q53. Please provide information on compliance rates and consequences of violations.

A53. Compliance is good. Most clients have a probation term ordered by the courts and are assigned to a supervising probation officer in addition to the EM probation officer. If there are alleged electronic monitoring violations, the EM probation officer will advise the supervising officer of the violations and provide the necessary paperwork and documentation and they decide if there is enough evidence to pursue a violation of probation terms.

Q54. How often are in-home visits required by the vendor?

A54. It is rare. Probation will generally request an in-home visit by the vendor only if there is a technical issue with the equipment.

Q55. Will we have access to their risk-needs assessments so that we may know who we are dealing with and if there are any safety concerns for our staff?

A55. Safety is a priority to Probation. High-risk and high-violent defendants are generally not referred to the EM program, but Probation will communicate any potential safety concerns at referral/intake and if any arise while on probation supervision.

EXHIBIT A

Q56. Are there many people that want to take advantage of the program, but when they see the cost to participant they say that they can't afford it?

A56. They are aware of the costs and their alternatives at the time of intake and will usually accept the cost because they have a lot to lose if they are in jail for an extended period of time.

Q57. Will you need expert testimony related to the equipment upon a dispute?

A57. If a violation is contested, yes, the vendor could be subpoenaed to appear for testimony.

EXHIBIT A

Quotation No. 962-5027

Page 12

Company Name: Correctional Healthcare Companies, Inc.FRESNO COUNTY OFFENDER-FUNDED ELECTRONIC MONITORING PROGRAM
SLIDING FEE SCALE

BIDDER TO COMPLETE AND SUBMIT WITH THEIR BID.

*MONTHLY INCOME	DAILY RATE
\$0 to \$240	\$ -
\$240 to \$400	\$ 1.00
\$400 to \$560	\$ 1.60
\$560 to \$720	\$ 2.60
\$720 to \$880	\$ 3.70
\$880 to \$1,040	\$ 5.00
\$1040 to \$1200	\$ 6.00
\$1200 to \$1360	\$ 6.75
\$1360 to \$1520	\$ 7.25
\$1520 to \$1680	\$ 8.00
\$1680 to \$1840	\$ 8.50
\$1840 to \$2000	\$ 8.75
\$2000 to \$2160	\$ 9.00
\$2160 to \$2320	\$ 9.25
\$2320 to \$2480	\$ 9.25
\$2480 to \$2640	\$ 9.25
\$2640 to \$2800	\$ 9.50
\$2800 to \$2960	\$ 9.75
\$2960 to \$3120	\$ 9.75
\$3120 to \$3280	\$ 10.00
\$3280 to \$3440	\$ 10.00
\$3440 to \$3600	\$ 10.00
\$3600 to \$3760	\$ 11.00
\$3760 to \$3920	\$ 11.00
\$3920 to \$4080	\$ 11.00
\$4080 to \$4240	\$ 11.00
\$4240 to \$4400	\$ 11.50
\$4400 to \$4560	\$ 11.50
\$4560 to \$4720	\$ 11.50
\$4720 to \$4880	\$ 11.50
\$4880 to \$5040	\$ 11.50
\$5040 to \$5200	\$ 12.15
\$5200 to \$5360	\$ 12.15
\$5360 to \$5520	\$ 12.15
\$5520 to \$5680	\$ 12.15
\$5680 to \$5840	\$ 12.15
\$5840 to \$6000	\$ 14.00
\$6000 to \$6160	\$ 14.00
\$6160 to \$6320	\$ 14.00
\$6320 to \$6480	\$ 14.00
\$6480 to \$6640	\$ 14.00

*This should be the income range, as proposed by the vendor. For example, 0-\$240 and so on...
Sliding Fee Scale monthly income should go up to at least \$16,000.00/month

106

EXHIBIT A

Quotation No. 962-5027

Page 13

Company Name: Correctional Healthcare Companies, Inc.

\$6640 to \$6800	\$ 14.00
\$6800 to \$6960	\$ 14.00
\$6960 to \$7120	\$ 14.50
\$7120 to \$7280	\$ 14.50
\$7280 to \$7440	\$ 14.50
\$7440 to \$7600	\$ 14.50
\$7600 to \$7760	\$ 14.50
\$7760 to \$7920	\$ 14.50
\$7920 to \$8080	\$ 15.00
\$8080 to \$8240	\$ 15.00
\$8240 to \$8400	\$ 15.00
\$8400 to \$8560	\$ 17.00
\$8560 to \$8720	\$ 17.00
\$8720 to \$8880	\$ 17.00
\$8880 to \$9040	\$ 17.00
\$9040 to \$9200	\$ 18.00
\$9200 to \$9360	\$ 18.00
\$9360 to \$9520	\$ 18.00
\$9520 to \$9680	\$ 18.00
\$9680 to \$9840	\$ 19.00
\$9840 to \$10000	\$ 19.00
\$10000 to \$10160	\$ 19.00
\$10160 to \$10320	\$ 20.00
\$10320 to \$10480	\$ 20.00
\$10480 to \$10640	\$ 20.00
\$10640 to \$10800	\$ 20.00
\$10800 to \$10960	\$ 20.00
\$10960 to \$11120	\$ 20.00
\$11120 to \$11280	\$ 21.00
\$11280 to \$11440	\$ 21.00
\$11440 to \$11600	\$ 21.00
\$11600 to \$11760	\$ 21.00
\$11760 to \$11920	\$ 21.00
\$11920 to \$12080	\$ 22.00
\$12080 to \$12240	\$ 22.00
\$12240 to \$12400	\$ 22.00
\$12400 to \$12560	\$ 22.00
\$12560 to \$12720	\$ 22.00
\$12720 to \$12880	\$ 22.00
\$12880 to \$13040	\$ 22.00
\$13040 to \$13200	\$ 23.00
\$13200 to \$13360	\$ 23.00
\$13360 to \$13520	\$ 23.00
\$13520 to \$13680	\$ 23.00
\$13680 to \$13840	\$ 23.00
\$13840 to \$14000	\$ 23.00
\$14000 to \$14160	\$ 24.00

EXHIBIT A

Quotation No. 962-5027

Page 14

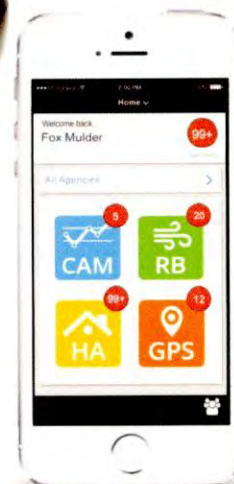
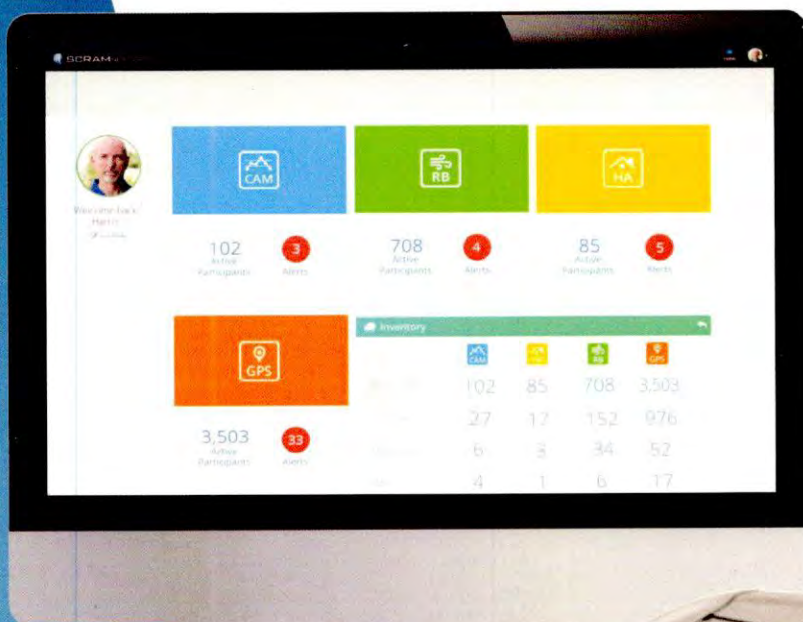
Company Name: Correctional Healthcare Companies, Inc.

\$14160 to \$14320	\$ 24.00
\$14320 to \$14480	\$ 24.00
\$14480 to \$14640	\$ 24.00
\$14640 to \$14800	\$ 24.00
\$14800 to \$14960	\$ 24.00
\$14960 to \$15120	\$ 24.00
\$15120 to \$15280	\$ 25.00
\$15280 to \$15440	\$ 25.00
\$15440 to \$15600	\$ 25.00
\$15600 to \$15760	\$ 25.00
\$15760 to \$15920	\$ 25.00
\$15920 to \$16080	\$ 25.00

RESPONSE TO REQUEST FOR QUOTATION: Offender Funded Electronic Monitoring

Request for Quotation Number: 17-062

► Fresno County Probation Department, California



Due: April 19, 2017

Prepared by SCRAM of California, Inc.

402 W. Broadway, Suite 400, San Diego, CA 92101

Contact: Silas Miers, Vice President of Development

Phone: 714.497.8279

smiers@scramca.com

www.scramca.com



COUNTY OF FRESNO
REQUEST FOR QUOTATION
NUMBER: 17-062

OFFENDER FUNDED ELECTRONIC MONITORING

Issue Date: March 8, 2017

Closing Date: APRIL 12, 2017

Quotation will be considered LATE when the official Purchasing time clock reads 2:01 P.M.

Questions must be submitted on the Bid Page at Public Purchase or contact Heather Stevens at phone (559) 600-7110.

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

Please submit all Quotations to:
County of Fresno – Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

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

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

- A cash discount of NA % NA days will apply.

SCRAM of California, Inc.
COMPANY

516 West Shaw Ave #200
ADDRESS

Fresno
CITY

CA
STATE

93704
ZIP CODE

(714) 497-8279
TELEPHONE NUMBER

(877) 737-9009
FACSIMILE NUMBER

Smiers@Scramca.com
E-MAIL ADDRESS

Silas Miers
SIGNATURE (IN BLUE INK)

PRINT NAME

Vice President
TITLE

Purchasing Use: HS:st

ORG/Requisition: 34300300 / 3431700308

BIDDER TO COMPLETE THE FOLLOWING:**PARTICIPATION**

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

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

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

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

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

(Authorized Signature in Blue Ink)

Vice President

Title

Contents

Executive Summary.....	2
Requirements/Response Section.....	4
A. Profile of the Bidder	5
B. Description of RF Equipment	8
C. Central Computer System and Reporting/Notification Requirements	15
D. Billing Procedure	18
E. Demonstration	19
Exhibit 2: References	20
Exhibit B: Sliding Scale Table	21

Executive Summary

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

Dear County of Fresno,

Thank you for the opportunity for SCRAM of California, Inc. (SCRAM of CA), to respond to your request for proposal (RFP) to provide the County of Fresno's Offender Funded Electronic Monitoring Program, RFQ Number 17-062.

The scope of work you are requesting is of the utmost importance to public safety in your communities, and this contract must be managed by a company that's puts your interest first, and ensures the right price for all participants. The company should know Fresno, live in Fresno, and have strong roots in Fresno. **SCRAM of CA has been operating in Fresno County for over 7 years**, providing alcohol monitoring services to the Fresno County Probation Department as well as the courts.

SCRAM of CA is a veteran company in servicing California with full-service and evidence based, electronic monitoring and sobriety monitoring programs. We are already **established in the Central Valley, with an office in the City of Fresno**, servicing contracts and operations in neighboring counties such as El Dorado, Placer, Alpine, Yolo, and many others. Additionally, we are owned and operated by the same management team that services home arrest programs across Nevada and California, and Arizona.

Our quality of work is showcased not only by our flawless track record of retained home arrest contracts, program growth, and **no terminations**, but also by our references willing to speak at length to their level satisfaction in contracting with SCRAM of CA.

We are **managed by industry professionals**, most of whom have advanced education, along with backgrounds in probation, program management, or criminal justice administration. Our team assigned to the County of Fresno has a combined two decades of experience servicing government agencies with home arrest programs, and are managing full service electronic monitoring contracts throughout the Southwest United States.

SCRAM of CA maintains a **public safety first** culture, and are dedicated to the local communities we serve. We specialize in working collaboratively with you to tailor programs and services – we are adaptable, unbiased and forward thinking in our approach.

In addition to meeting and exceed all requirements set forth in the RFP, SCRAM of CA offers distinctive advantages in **Qualifications, Service, and Price**.

- **Qualifications:**
 - *Servicing existing home arrest programs in Arizona, California, and Nevada.*
 - *Two decades of combined experience servicing home arrest programs*
 - *California based company with local knowledge and presence in Fresno County*
- **Service:** *We are not an equipment manufacturer; we are a service provider partnered with the industries best electronic monitoring equipment manufacturer. Providing services required in your RFP isn't the second or third thing we do, it's the only thing.*
- **Price:** *We are not a low-cost leader; we are the full-service home arrest program leader in California. Please accept our low-cost proposal as our desire to compliment your already successful program with services that will continue to meet and exceed your needs.*

We are excited about the opportunity to assume responsibility of this program, and we thank you for the opportunity to become your public safety partner.

Working together,



Virginia Valenzuela
Sr. Case Manager
Fresno County
SCRAM of California, Inc.



Silas Miers
Vice President of Development
SCRAM of California, Inc.



Aaron Fleisher
President
SCRAM of California, Inc.

Requirements/Response Section

A. Profile of the Bidder

1. Structure of the Bidder
 - a. Corporate name (If applicable)
SCRAM of California, Inc.
 - b. Date incorporated/organized
June 22, 2010
 - c. State incorporated/organized in
California
 - d. Corporate officers/principal employees and their qualifications

*Aaron Fleisher**President*

For the past 13 years, Aaron Fleisher has specialized in providing customizable and adjustable, full-service, comprehensive evidence based monitoring programs to courts and agencies at the local level. Aaron, is the President and General Manager of SCRAM of California, Inc., Total Court Services of Nevada LLC, and SCRAM of Arizona, Inc. All companies deliver self-sustaining programs that utilize the newest and greatest state of the art monitoring and testing technologies geared toward offender management and rehabilitation. Aaron holds a Bachelor's Degree in Business Administration from the University of Nevada, Las Vegas.

*Royce McDonald**Chief Operating Officer*

Royce McDonald joined SCRAM of California after spending nearly 20 years with Alcohol Monitoring Systems. While there, he worked on all aspects of the development of the SCRAM product line, including the home detention technology and its commercial applications. He was responsible for the initial research and development validation testing, and served AMS in many areas of the company, including the development of alcohol management program methodologies used across the country and in the leadership and operation of programs to service the Courts and Agencies in several states. He has been a presenter on transdermal science, SCRAM technology, and alcohol monitoring programs including the presentations for the National Judicial College, National Association of Drug Court Professionals, Scotland Ministry of Justice, England Home Office and many other State level associations and agencies, and is a co-patent holder on patent on Method for Determination of the Difference Between Environmental and Consumed Alcohol using Transdermal Technologies. Royce manages all aspects of the company's operations ensuring that all policies and procedures have the maximum impact on public safety.

*Silas Miers**Vice President of Development*

Silas Miers joined SCRAM of California after spending close to a decade in the traffic safety community. He served as the Program Manager with Mothers against Drunk Driving's (MADD) California State Office, managing various prevention programs through the state, including court monitoring programs, the Law Enforcement Recognition events, Victim Impact panels, and a variety of youth programs. During his tenure with MADD, he worked directly with legislators to pass legislation important to

MADD's Mission and build several programs from the ground up in conjunction with state and local agencies. He also served as the Executive Director of the Orange County Affiliate of MADD where he managed aspects of MADD's mission. He holds an Associate Degree in Criminal Justice, a Bachelor Degree in Management, and a Master of Science in Global Technology Development. Silas manages the Program Development Team working with local agencies throughout the Southwest to build electronic monitoring and recidivism reducing programs for their jurisdictions.

Virginia Valenzuela

Sr. Case Manager

Virginia Valenzuela started her career in the Fresno County Probation Department's James Rowland Victim Assistance Center, where she worked with victims of crimes as well as probation officers and court staff. She holds a Bachelor of Arts degree in Criminology from California State University, Fresno, and is a native of the city. She is also a certified California Law Enforcement Telecommunications System Practitioner. As the Senior Case Manager for the Central Valley, she works directly with the probation department and the participants in the electronic monitoring program to ensure reporting standards are met and participants are compliant.

2. Bidder's Experience in Electronic Monitoring

a. Number of years providing electronic monitoring services

SCRAM of California, Inc., has been conducting business of the same nature specified in this RFP for eight years. Our staff is certified, trained, and experienced in providing electronic monitoring case management that the Fresno County Probation Department desires. SCRAM of CA's team consists of qualified, educated, and enthusiastic professionals who collectively form an unmatched collaboration. The team is well-versed on all products and services provided as specified in this RFP, as well as evidence-based practices and programs, criminal procedure, offender management, case management, and offender program implementation. Along with our sister companies, Total Court Services of Nevada LLC, and SCRAM of Arizona, Inc., we have a combined experience of over 20 years.

3. Description of Current Contracts with Government Agencies for Government and/or Offender Funded Monitoring Services

SCRAM of California currently has over 10 contracts in effect throughout the state, and our sister companies have contracts in Arizona and Nevada as well. Self-sustaining offender funded programs are our specialty. The overwhelming majority of our programs throughout the Southwestern United States are completely offender funded. This is an area in which we excel, monitoring over 1,000 offenders in various regions. We build customized programs that cost the county absolutely nothing and take great pride in our strict reporting protocols and high quality customer service. These programs rely on our ability to work with all participants to drive compliance, ensuring that probation departments are not depleted of scarce resources tracking down violators.

4. Description of Contracts with Government Agencies for Government and/or Offender Funded Monitoring Services terminated prior to completion of the contract term (2012 to present).

SCRAM of California, Inc. has never had a contract terminated.

5. Description of Pending Lawsuits

Court and Case Number: U.S. District Court, Central District of California, Case # CV-17-01474

Plaintiffs: Roseanne Hansen & Jennifer Oh

Nature of the Case: A lawsuit was filed by Plaintiff's Jennifer Oh, and Roseanne Hansen, on February 23, 2017 against both Alcohol Monitoring Systems, Inc., and SCRAM of California, Inc. The Plaintiffs' claims are similar with both plaintiffs alleging that the alcohol monitoring devices that they were required to wear provided a false positive result, which resulted in various damages.

In response to Ms. Oh's claim(s), SCRAM of California, Inc., has filed a Motion to Dismiss. Our defense to Ms. Oh's claims is simple, Ms. Oh's attorney sued the wrong company. Ms. Oh was a client of L.A. Monitoring, not SCRAM of California, Inc. As a result we anticipate that SCRAM of California, Inc., will be dismissed from this case in the next several weeks. With regard to Ms. Hansen, her claims are centered on Alcohol Monitoring Systems, and an alleged false reading provided by the manufacturer of the device, Alcohol Monitoring Systems, Inc. A Motion to Dismiss SCRAM of California, Inc., from the case was filed on March 31, 2017.

Court Case and Number: San Diego County Superior Court, Case # 37-2016-00031893

Plaintiff: Anthony Oliver

Nature of the Case: The sole Plaintiff in this case, Anthony Oliver, alleges that his court ordered alcohol monitoring bracelet malfunctioned resulting in a false positive, which led to Mr. Oliver incurring various damages.

Mr. Oliver's claims are manufactured and baseless. Mr. Oliver is a three time convicted felon with a long history of filing baseless claims against both governmental agencies as as private businesses. In fact, Mr. Oliver has filed more than fifty baseless lawsuits over the course of the last several years, which has resulted in Mr. Oliver being designated as a vexatious litigant in the State of California. After filing his initial Complaint several months ago, the Judge in this case was so concerned about Mr. Oliver's abusive litigation tactics that the Judge ordered that Mr. Oliver post a \$75,000.00 bond before he is permitted to move forward with this case. To date, Mr. Oliver has not yet posted his bond, and he has expressed multiple times that he does not intend to post the bond. We anticipate that this case will be dismissed within the next several days or weeks.

Court Case and Number: United States District Court, Central District California, Case # -17-00237

Plaintiff: Anthony Oliver

Nature of the Case: This is the third case that Mr. Oliver has filed against Alcohol Monitoring Systems, Inc., and SCRAM of California, Inc. This matter stems from the same allegations set forth in Mr. Oliver's state court case (which is described in detail above), in which Mr. Oliver alleges that his court ordered alcohol monitoring bracelet malfunctioned resulting in a false positive reading, which led to Mr. Oliver incurring various damages.

Mr. Oliver's first case was filed in Federal Court and dismissed prior to either Defendant filing an Answer. Subsequently, Mr. Oliver filed a second case late last year in state court- **San Diego County Superior Court, Case # 37-2016-00031893**. However, upon realizing that his second case would be dismissed as well, Mr. Oliver went back to Federal Court to try his luck again, and filed this case. This case is baseless and completely without merit, and as a result SCRAM of California filed a Motion to Dismiss several weeks ago. We are confident that we will succeed with the Motion to Dismiss, and this case will be dismissed within the next thirty days.

B. Description of RF Equipment**1. Manufacturer of Equipment**

Alcohol Monitoring Systems, Inc., is the manufacturer of the Home Detention Bracelets that will be used for the purpose of this program.

- a. Name, address and phone number of manufacturer
Alcohol Monitoring Systems, Inc.
1241 W Mineral Ave # 200, Littleton, CO 80120
(303) 989-8900
- b. Contact person
Betsy Guy-Fox
- c. Length of time equipment has been used by your firm
Eight Years

2. Transmitter Worn by Offender

- a. Transmitter shall comply with all applicable Federal Communications Commission (FCC) (Part 15) and shall be registered with the FCC. Vendor must supply with this bid the FCC registration numbers of the transmitter.

The radio frequency signal complies with FCC part 15 rules and regulations. The FCC ID numbers for the device is located below:

SCRAM House Arrest Bracelet/Transmitter: FCC ID P8M-SM02

- b. Bidder must certify a radio transmitting continuous signaling device which meets the following general specifications:
 1. Signal of the transmitter must be unique to the individual to whom it is attached

The SCRAM House Arrest Bracelet contains a unique serial reference number coded into the bracelet/transmitter as well as the base station. This unique identifier corresponds to the participant wearing the device and will only connect to the base station assigned to the participant. Specific identifying information is required during installation to ensure the correct person is being monitored including picture identification from a government agency.

2. Must be shock-resistant, water and moisture-proof and function reliably under normal atmospheric and environmental conditions

The SCRAM House Arrest Bracelet can withstand all normal environmental conditions that clients could place on the device. Additionally, the bracelet is sealed to prevent moisture and water penetration making the device waterproof.

3. Must not pose a safety hazard or unduly restrict the activities of the participant

The SCRAM House Arrest bracelet is specifically designed to allow freedom of movement for the participant and its lightweight prevents pulling on the participant's skin. As a company standard, all the

equipment used for this contract does not pose a danger to participants or their family members, or anyone else entering or exiting their home.

4. Transmitter and band must be hypo-allergenic.

The SCRAM House Arrest Bracelet is equipped with a hypoallergenic strap and housing.

- c. Dimensions and weight shall be close to or the same as models BI HomeGuard 200, DualTrak II, RF Patrol and equivalent cellular models.

The SCRAM House Arrest Bracelet is a 4" x 4" x 1" bracelet that weighs less than 12 ounces, similar in size and weight to all of the models listed.

- d. Transmitter range shall be close to or the same as models BI HomeGuard 200, DualTrak II, RF Patrol and equivalent cellular models.

The range between the base station and the bracelet can be set to "Minimum," "Average," or "Maximum" to account for the size of the offender's home or other authorized location. These settings are approximately 50, 100, and 200 feet respectively. The SCRAM of CA Case Manager assigned to the installation will determine which setting is appropriate for the participant's home.

- e. Operating frequency range shall be close to or the same as models BI HomeGuard 200, DualTrak II, RF Patrol and equivalent cellular models and should not interfere with or be interfered by use of radio transmitters normally used by police/corrections personnel.

The SCRAM House Arrest Bracelet uses a unique coded RF signal that is not commercially available and continuously deters and detects RF jamming/duplication. In addition, the coded signal cannot be accidentally interrupted by other devices that emit RF signals.

- f. Battery

1. Shelf life of at least two years.

The bracelet uses a Lithium CR2, disposable battery that has a total shelf life over two years.

2. Operating life of at least 12 months.

The Lithium CR2, disposable battery has a 12-month continuous life in use. No charging by the offender is required.

3. Vendor personnel will replace when the batteries are low.

The bracelet will alert SCRAM of CA staff seven (7) days prior to battery failure, allowing sufficient time for the battery to be replaced. Each new enrollment receives a new battery, allowing for a full year of monitoring without interruption.

- g. Transmitter shall be an ankle device.

The SCRAM House Arrest Bracelet is attached to the ankle of the participants.

- h. Transmitter shall have tamper resistant features such as found in models BI HomeGuard 200, DualTrak II, RF Patrol and equivalent cellular models and have manual and automatic tamper reset features as found in these models.

The bracelet is equipped with industry-leading, anti-tamper technology that features five sensors to detect and report attempted tamperers. Tamper detection includes strap, temperature, obstruction, body mass, and faceplate removal. The bracelet's intelligent self-diagnostic capabilities constantly monitor and report its functionality. Any attempts to tamper or remove the bracelet will be immediately detected and an appropriate alert will be generated by the SCRAM House Arrest system.

- i. Medical or other conditions shall not prevent the transmitter or tamper resistant feature from operating properly with an individual or group of offenders.

The SCRAM House Arrest Bracelet will operate properly with all offender types, medical conditions will not prevent proper monitoring.

3. Receiver/Dialer

- a. Receiver/Dialer shall comply with all applicable FCC Part 15 and 68 regulations and shall be registered with the FCC. Vendor must supply with this bid the FCC registration number(s) of the Receiver/Dialer.

The radio frequency signal complies with FCC part 15 rules and regulations. The FCC ID numbers for the device is located below:

SCRAM House Arrest Base Station: FCC ID P8M-SM03

- b. Dimensions and weight shall be close to or the same as models BI HomeGuard 200, DualTrak II, RF Patrol and equivalent cellular models.

The SCRAM House Arrest Base Station is approximately 6"x 6"x 4" in size, comparable to models requested.

- c. Method of installation shall be close to or the same as models BI HomeGuard 200, DualTrak II, RF Patrol and equivalent cellular models.

Installation is close or the same as the models listed; however, the SCRAM House Arrest Base Station is the only receiver on the market that can connect via landline, cellular, and ethernet, providing an additional form of connectivity for the participants. An estimated 40% of homes have a landline, while 70% of homes have internet access, this will help eliminate challenges with connectivity for participants that live in the county's cellular deadzones.

d. Telephone communications

- 1. The Receiver/Dialer shall communicate with the computer upon set up and contact the monitoring center every time the client enters or leaves the home as well as have a default setting to contact the monitoring center every four to six hours with the ability to increase or decrease the frequency.

The SCRAM House Arrest System complies with this requirement.

2. The Receiver shall plug into a standard two-prong residential AC power outlet. Land-line models shall use a telephone cord that plugs into a standard RJ-11 telephone jack.

The SCRAM Base Station is optimized to communicate via a RJ-11 modular telephone jack, a SCRAM-provided wireless base station, or via the Internet using an Ethernet port. This provides additional options for participants in the program allowing them to be monitored through newer forms of communication. The SCRAM Base Station is powered by the participant's home 120-volt AC power outlet through a standard two-prong plug.

3. Contractor shall advise offender at time of installation for land-line units what will happen if someone is on the phone at the time the Receiver is trying to call the monitoring center, i.e., sound of modem dialing or some other progressive annoyance feature to alert them to get off the phone.

The SCRAM House Arrest Base Station will emit an audible tone if the phone line is in use, the audible tone will get louder until the participant hangs up and the line is free to communicate data. The base station is also able to transmit data over the internet through an Ethernet hookup, which does not interrupt the internet access during communication periods, allowing for more flexibility. The participants are notified of the various connection options and requirements during the enrollment process.

4. The cellular connection for the cellular RF equipment shall be on the AT&T or Verizon network as these carriers have the best coverage throughout Fresno County.

The cellular connectivity of the SCRAM House Arrest system utilizes the AT&T mobile network.

5. Contractor shall have in place safeguards to prevent loss of data if telephone service is interrupted.

If telephone service is interrupted, the base station will log a "Telephone Loss" message. When telephone service is restored, the base station will log a "Telephone Restore" message and communicate both messages to SCRAMnet. All messages will be time stamped and stored in the unit's non-volatile memory and reported once telephone service is restored. The base station can hold up to a month's worth of data (about 7500 messages) and the transmitter can hold 160 days of events.

e. Power supply

1. Required power supply is standard residential 120-volt AC power with only one standard two-prong electrical outlet required.

The SCRAM Base Station is powered by the participant's home 120-volt AC power outlet through a standard two-prong plug.

2. Backup power supply included.

The SCRAM Base Station is powered by the participant's home 110-volt AC power outlet. If it becomes unplugged or loses power, it will switch to the backup battery and an "AC Power Loss" message will be called into SCRAMnet.

3. The Receiver shall have data storage capability for a minimum of 48 hours that is automatically triggered in the event power is interrupted.

The backup battery will function up to 48 hours during a power outage with a fully charged battery, storing messages in its non-volatile memory. When electrical power is restored, it will switch back to main power and an "AC Power Restore" message will be called into SCRAMnet.

4. Surge protectors required.

The SCRAM Base Station is equipped with a built-in surge protector made specifically for that purpose.

f. Tamper resistant feature

If tampering occurs with the SCRAM Base Station, an alert is generated to notify SCRAM of CA staff and the client is required to report to our office for an inspection. If the tampering is confirmed, the violation will be reported to the county through the defined channels.

1. Vendor's staff shall be trained in visual inspection procedures to determine if unit has been tampered with.

SCRAM of CA staff is highly trained and experienced and will be able to visually determine any tampering, the county will be notified according to the reporting terms of the contract.

2. Vendor awarded contract shall provide list of various tamper messages and their meaning to County staff.

SCRAM of CA will provide the county with a list of tamper messages for reference.

3. If the Vendor is aware of any known instances where an offender has defeated the tamper resistant features, a description is to be provided.

SCRAM of CA will provide the county with a description of instances when the technology has knowingly been defeated.

- g. The Receiver shall have the ability to be programmed to recognize different transmitters in the event a transmitter needs to be changed; however, the Receiver should only be matched to one transmitter at a time and ignore all other signals.

The SCRAM House Arrest Receiver can be programmed to recognize all other transmitters, but is uniquely coded to transmitter assigned to the specific participant.

- h. In the event phone lines at the central computer are busy when Receiver/Dialer attempts to call, the device should continue to redial at least every couple of minutes until the call gets through. Vendor shall review line efficiency reports on a regular basis to ensure proper line allocation.

The SCRAM House Arrest Receiver complies with this requirement.

4. Service and Maintenance of Equipment

- a. Vendor shall maintain equipment and inventory in proper working order. Equipment that needs to be returned to the manufacturer or the Vendor for repair will be shipped to the

appropriate location by Vendor and at Vendor's expense. Vendor shall provide all maintenance for the EM units at no charge to COUNTY.

SCRAM of CA maintains the strictest standards in inventory management to ensure that the county's needs are met, and all equipment maintenance is handled quickly at no charge to the county.

- b. Vendor shall keep sufficient overstock in the local inventory at no additional charge. These EM units will act as replacement for any units that may fail. The Vendor will restock every two weeks or upon the request of the Probation Department. There is to be no charge to the Probation Department for overnight shipping of EM units or associated equipment.

SCRAM of CA maintains the strictest protocols in inventory management to ensure that the county's needs are met, and all equipment maintenance is handled quickly at no charge to the county. We currently store an inventory in our Fresno office and will quickly add devices as needed.

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

SCRAM of CA will replace inoperable equipment within 24 hours.

5. Equipment Installation and Removal

- a. Vendor will provide, install, maintain and remove all equipment necessary for this program. The vendor must provide in home service for equipment retrieval and malfunction. All other services may be performed at vendor's office. Transmitters are to be installed in the vendor's office. The vendor may send the receiver home with the probationer and allow him/her to install. However, the vendor must verify proper installation.

SCRAM of CA will install, maintain, and remove all equipment for this program. Our current office in the City of Fresno is easily accessed from both freeways as well as public transportation. After installation, participants are required to immediately return to their home and setup their assigned receiver. Receiver installation is confirmed at that time. If the participant fails to return home, a violation will be sent to the county.

- b. Equipment installations are to be performed on County's normal workdays (e.g. Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County holidays). There is no requirement for installations at other times or days. Installations must occur within 10 days of receiving the referral from Probation and/or prior to the stay date.

SCRAM of CA will meet this requirement.

6. Contractor's Staff

- a. Contractor's staff assigned to provide direct services to probationers under this Agreement must pass a background check conducted by COUNTY at no cost to vendor. Also, all staff having access to Fresno County Probation Department data shall have passed background checks.

SCRAM of CA will submit to any and all required background checks the county requires.

- b. There shall be no fraternization of Contractor's personnel with any person under the supervision of the Fresno County Probation Department. Any deviation from this policy must be pre-approved by the Probation Department.

SCRAM of CA has established a similar policy regarding fraternization and will comply with the county's requirement.

- c. Contractor shall have bi-lingual (Spanish speaking) staff available.

SCRAM of CA currently maintains a staff member in Fresno County that is bi-lingual in Spanish, as well as several other bi-lingual staff throughout the state.

- d. Contractor's staff is to be available for the Probation Department to contact between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County holidays.

SCRAM of CA will have multiple staff members available during this time frame.

7. Manufacturer's Product Liability Insurance

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

SCRAM of CA will meet the county's insurance requirements.

C. Central Computer System and Reporting/Notification Requirements

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

1. Software capabilities

- a. Have the ability to program in at least 3 leaves and 3 entries per offender per day.

The SCRAM House Arrest Bracelet has the ability of programming more than twelve (12) entries and leaves per day. The entries and leaves will be programmed by the SCRAM of CA case manager according to the county's leave rules.

- b. System capacity shall allow for the programming of multiple curfews for each day of the week and shall support permanent and temporary schedules.

The SCRAM House Arrest System allows for multiple schedules to be entered for various days of the week, and on a rotating basis. Additionally, the system allows for both permanent and temporary changes to the schedule. Participants are required to give proper notification to SCRAM of CA for all schedule changes and provide documentation.

- c. Data items which can be stored for each participant shall include but not be limited to name, address, phone number, date of birth, I.D. number, social security number, language, gender, monitoring level, court, case information, DPO information, and photos.

The central computer system, SCRAMnet allows for storage of the unique identifying information listed in this section. The SCRAM of CA case manager will collect this information during the enrollment process.

- d. Reports/Notifications which can be generated by the system shall, at a minimum, include:

1. Enrollment: Notifies Probation that the Offender is active on the monitor. Due via e-mail by 8:30 a.m. the next business day. Utilize fax as back-up if e-mail system down.

SCRAM of CA will comply with this requirement.

2. Non-Compliance/Violation: All violations, except absconds [see (3) below] will be reported to Probation staff by vendor the day of the violation, via phone between 8:00 a.m. and 5:00 p.m., followed by e-mail. If after 5:00 p.m., notify Probation via phone between 8:00 and 8:30 a.m. the next business day following the violation followed by email. Utilize fax as back-up if e-mail system down.

SCRAM of CA will comply with this requirement.

3. Abscond: Offender has left the residence and failed to return. Offender remains out of contact. Notification to Probation via phone, followed by e-mail, within 30 minutes of the violation, between the hours of 8:00 a.m. and 5:00 p.m. If after 5:00 p.m., notify Probation staff via phone between 8:00 and 8:30 a.m. the next business day following they abscond, followed by e-mail. Utilize fax as back-up if e-mail system down.

SCRAM of CA will comply with this requirement.

4. **Schedule Adjustments:** Notifies Probation of any change to schedule (in and out), i.e., doctor appointments, dental appointments, DUI classes, etc. Minor schedule changes, such as a dentist appointment can be approved by the Contractor. More significant changes to the offender's schedule, such as a change to his/her work schedule or regular increased hours away from the residence must be pre-approved by Probation. A Schedule Adjustment report indicating changes (both minor and significant) will be emailed once per week on those offenders with changes. Probation and vendor will agree on a set day for consistency purposes. Utilize fax as back-up if e-mail system down.

SCRAM of CA will comply with this requirement.

5. **Activity:** The Activity report shall show all offender leaves/entries, tamper messages, etc. on a daily basis. This report will be e-mailed daily for all offenders in the Electronic Monitoring program. Utilize fax as back-up if e-mail system down.

SCRAM of CA will comply with this requirement.

6. **Monthly Progress:** Provides overview of each offender's progress on a monthly basis. This report will, at minimum, outline whether offenders are current or past due with fee payments to the vendor and bi-weekly meeting attendance. This report will be e-mailed to Probation once a month. Probation and vendor will agree on a set date for consistency purposes.

SCRAM of CA will comply with this requirement.

7. **Change of Address/Phone/Other Contact Information:** Any changes made to the offender's address, phone number or other contact information will be e-mailed to the Probation Department by 8:30 a.m. of the next business day. Utilize fax as back-up if email system down.

SCRAM of CA will comply with this requirement.

8. **Termination:** Notifies Probation the offender has been removed from EM by Contractor due to failure to pay fees and/or failure to comply with Electronic Monitoring Program rules. Notification to occur by phone, followed by e-mail, to Probation within one hour of termination. Utilize fax as back-up if e-mail system down.

SCRAM of CA will comply with this requirement.

9. **Completion:** Notifies Probation that the offender has served his term, has paid all fees, and has returned all of the electronic monitoring equipment. Report due via e-mail to the Probation Department by 8:30 a.m. the next business day after completion. Utilize fax as back-up if e-mail system down.

SCRAM of CA will comply with this requirement.

- e. Capacity of system needs to be sufficient to handle the addition of the Fresno County Probation Department's Offender-funded adult electronic monitoring program.

SCRAMnet has the capacity to handle the addition of the Fresno County Probation Department's Offender-funded adult electronic monitoring program.

- f. The monitoring system shall be able to accept messages from multiple Receiver/Dialers at a time. Vendor is to ensure that the monitoring system has adequate capacity to receive all data transmissions from the field. In the event of a network failure from the primary service provider, vendor shall have an alternative plan in place to continue service without interruption.

SCRAMnet has the capacity to handle the addition of the Fresno County Probation Department's Offender-funded adult electronic monitoring program. The monitoring center is equipped with the required backup power source to maintain and store all data needed for continuous program operation. The secondary monitoring center is also equipped with the necessary power backup to ensure that backed up data is secure in the event of a power loss.

- g. Vendor shall prevent loss of memory or data through the use of various techniques such as Redundant Data Storage, Back-up Power Supplies, and Back-up Communication Systems.

The monitoring center is equipped with the required backup power source to maintain and store all data needed for continuous program operation. The secondary monitoring center is also equipped with the necessary power backup to ensure that backed up data is secure in the event of a power loss.

D. Billing Procedure

Please describe how and when the offender will be billed, including the sliding fee scale provision for the Offender-funded EM Program. Please note Probation will not assist in collecting fees.

SCRAM of CA will manage the collection of fees from all participants. The program participants will be financially evaluated during the initial intake process and their daily monitoring fee will be set. If payment is required based on the results of the assessment, the participant will be required to bring a one-time \$75 service fee, along with the first two weeks of daily monitoring fees, or pay the entire monitoring amount in full, in which a 10% discount will be provided to the participant. Consideration will be given to participants that are unable to pay this initial fee. Participants have the choice of paying in bi-weekly, or monthly increments.

SCRAM of CA will provide a sliding scale fee for all participants in this program. The scale is based on the participant's monthly income.

Please see Exhibit B for Sliding Scale Table.

E. Demonstration of Electronic Monitoring Equipment May Be Required During Evaluation

After the Responses to RFQ have been opened by the County, the bidders may be required to demonstrate the equipment which has been proposed for evaluation by, and at no cost to, the County. The purpose of the demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability vis-à-vis the performance requirements stipulated in the bid. If a demonstration is required, the County will notify the bidder of such in writing and will specify the date, time, and location of the demonstration. If the bidder fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject the bidder's bid or to reschedule the demonstration in its best interest. The County shall be the sole judge of the acceptability of the equipment in conformance with the bid specifications and its decision shall be final. The electronic monitoring equipment used for the demonstration shall be the same as the manufacturer's model identified in the bid. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the bidder during the contract period shall conform to the equipment used in the demonstration. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

SCRAM of CA welcomes the opportunity to demonstrate our equipment and program.

Exhibit A: References

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: SCRAM of California, Inc.

REFERENCE LIST

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

Reference Name: San Diego County Probation Contact: Deputy Chief Gonzalo Mendez
Address: 9444 Balboa Avenue Suite 500
City: San Diego State: CA Zip: 92123
Phone No.: (858) 583-9836 Date: 2012- present
Service Provided: Full Service Electronic Alcohol Monitoring and Home Detention

Reference Name: San Bernardino County Probation Contact: Deputy Chief Dan Bautista
Address: 15505 Civic Drive
City: Victorville State: CA Zip: 92392
Phone No.: (909) 387-5589 Date: 2012- present
Service Provided: Full Service Electronic Alcohol Monitoring

Reference Name: Yolo County Probation Contact: Craig Seelig
Address: 2780 E. Gibson Rd
City: Woodland State: CA Zip: 95776
Phone No.: (530) 406-5320 Date: 2013- present
Service Provided: Full Service Electronic Alcohol Monitoring

Reference Name: El Dorado County Probation Contact: Andrew Craven
Address: 3974 Durock Rd #205
City: Shingle Springs State: CA Zip: 95682
Phone No.: (530) 621-5625 Date: 2014- present
Service Provided: Full Service Electronic Monitoring, GPS, Alcohol Monitoring

Reference Name: Santa Barbara Probation Contact: Deputy Chief Tanja Heitman
Address: 117 East Carrillo St
City: Santa Barbara State: CA Zip: 93101
Phone No.: (805) 739-8537 Date: 2014- present
Service Provided: Full Service Electronic Alcohol Monitoring

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

Exhibit B: Sliding Scale Table

*MONTHLY INCOME	LAND-LINE RF DAILY RATE	CELLULAR RF DAILY RATE
\$0-\$400	\$2.00	\$2.75
\$401-\$500	\$2.00	\$2.75
\$501-\$600	\$2.50	\$3.25
\$601-\$700	\$3.00	\$3.75
\$701-\$800	\$3.00	\$3.75
\$801-\$900	\$3.25	\$4.00
\$901-\$1000	\$3.75	\$4.50
\$1001-\$1100	\$4.00	\$4.75
\$1101-\$1200	\$4.25	\$5.00
\$1201-\$1300	\$4.50	\$5.25
\$1301-\$1400	\$4.50	\$5.25
\$1401-\$1500	\$4.75	\$5.50
\$1501-\$1600	\$5.00	\$5.75
\$1601-\$1700	\$5.25	\$6.00
\$1701-\$1800	\$5.50	\$6.25
\$1801-\$1900	\$5.75	\$6.50
\$1901-\$2000	\$6.00	\$6.75
\$2001-\$2100	\$6.25	\$7.00
\$2101-\$2200	\$6.50	\$7.25
\$2201-\$2300	\$6.75	\$7.50
\$2301-\$2400	\$7.00	\$7.75
\$2401-\$2500	\$7.00	\$7.75
\$2501-\$2600	\$7.50	\$8.25
\$2601-\$2700	\$7.50	\$8.25
\$2701-\$2800	\$7.50	\$8.25
\$2801-\$2900	\$7.50	\$8.25
\$2901-\$3000	\$8.00	\$8.75
\$3001-\$3250	\$8.00	\$8.75
\$3251-\$3500	\$8.50	\$9.25
\$3501-\$3750	\$8.50	\$9.25
\$3751-\$4000	\$9.00	\$9.75
\$4001-\$4250	\$9.25	\$10.00
\$4251-\$4500	\$9.50	\$10.25
\$4501-\$4750	\$9.50	\$10.25
\$4751-\$5000	\$10.00	\$10.75

\$5001-\$5250	\$10.00	\$10.75
\$5251-\$5500	\$10.00	\$10.75
\$5501-\$5750	\$10.00	\$10.75
\$5751-\$6000	\$10.00	\$10.75
\$6001-\$6250	\$10.50	\$11.25
\$6251-\$6750	\$10.50	\$11.25
\$6751-\$7000	\$11.00	\$11.75
\$7001-\$7500	\$11.00	\$11.75
\$7501-\$8000	\$11.00	\$11.75
\$8001-\$8500	\$11.00	\$11.75
\$8501-\$9000	\$11.50	\$12.25
\$9001-\$9500	\$11.50	\$12.25
\$9501-\$10000	\$12.00	\$12.75
\$10001-\$10500	\$12.00	\$12.75
\$10501-\$11000	\$13.00	\$13.75
\$11001-\$12000	\$14.00	\$14.75
\$12001-\$13000	\$14.00	\$14.75
\$13001-\$14000	\$15.00	\$15.75
\$15001-\$16000	\$15.00	\$15.75

Sliding Scale Table

*MONTHLY INCOME	LAND-LINE RF DAILY RATE	CELLULAR RF DAILY RATE
\$0-\$400	\$2.00	\$2.75
\$401-\$500	\$2.00	\$2.75
\$501-\$600	\$2.50	\$3.25
\$601-\$700	\$3.00	\$3.75
\$701-\$800	\$3.00	\$3.75
\$801-\$900	\$3.25	\$4.00
\$901-\$1000	\$3.75	\$4.50
\$1001-\$1100	\$4.00	\$4.75
\$1101-\$1200	\$4.25	\$5.00
\$1201-\$1300	\$4.50	\$5.25
\$1301-\$1400	\$4.50	\$5.25
\$1401-\$1500	\$4.75	\$5.50
\$1501-\$1600	\$5.00	\$5.75
\$1601-\$1700	\$5.25	\$6.00
\$1701-\$1800	\$5.50	\$6.25
\$1801-\$1900	\$5.75	\$6.50
\$1901-\$2000	\$6.00	\$6.75
\$2001-\$2100	\$6.25	\$7.00
\$2101-\$2200	\$6.50	\$7.25
\$2201-\$2300	\$6.75	\$7.50
\$2301-\$2400	\$7.00	\$7.75
\$2401-\$2500	\$7.00	\$7.75
\$2501-\$2600	\$7.50	\$8.25
\$2601-\$2700	\$7.50	\$8.25
\$2701-\$2800	\$7.50	\$8.25
\$2801-\$2900	\$7.50	\$8.25
\$2901-\$3000	\$8.00	\$8.75
\$3001-\$3250	\$8.00	\$8.75
\$3251-\$3500	\$8.50	\$9.25
\$3501-\$3750	\$8.50	\$9.25
\$3751-\$4000	\$9.00	\$9.75
\$4001-\$4250	\$9.25	\$10.00
\$4251-\$4500	\$9.50	\$10.25
\$4501-\$4750	\$9.50	\$10.25
\$4751-\$5000	\$10.00	\$10.75

\$5001-\$5250	\$10.00	\$10.75
\$5251-\$5500	\$10.00	\$10.75
\$5501-\$5750	\$10.00	\$10.75
\$5751-\$6000	\$10.00	\$10.75
\$6001-\$6250	\$10.50	\$11.25
\$6251-\$6750	\$10.50	\$11.25
\$6751-\$7000	\$11.00	\$11.75
\$7001-\$7500	\$11.00	\$11.75
\$7501-\$8000	\$11.00	\$11.75
\$8001-\$8500	\$11.00	\$11.75
\$8501-\$9000	\$11.50	\$12.25
\$9001-\$9500	\$11.50	\$12.25
\$9501-\$10000	\$12.00	\$12.75
\$10001-\$10500	\$12.00	\$12.75
\$10501-\$11000	\$13.00	\$13.75
\$11001-\$12000	\$14.00	\$14.75
\$12001-\$13000	\$14.00	\$14.75
\$13001-\$14000	\$15.00	\$15.75
\$15001-\$16000	\$15.00	\$15.75

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

EXHIBIT D

Page 2 of 2

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