

County of Amador
REQUEST FOR PROPOSALS

RFP No. 20-21



Contract Services

For

**Inmate Communication Services:
Inmate Phone, Tablets, Video Visitation and Related Services**

Deadline for Submission: 1:30 p.m. Thursday, August 27, 2020

UNDER NO CIRCUMSTANCES WILL LATE PROPOSALS BE ACCEPTED

Prepared for:
Amador County Sheriff's Office
County of Amador
700 Court Street
Jackson, CA. 95642
(209) 223-6500

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**COUNTY OF AMADOR
REQUEST FOR PROPOSALS 20-21**

**Inmate Communication Services:
Inmate Phone, Tablets, Video Visitation, and Related Services**

PROJECT DESCRIPTION SUMMARY

The County of Amador (County) is requesting proposals from qualified Respondents for inmate communication services, minimally consisting of inmate phone, tablet, and video visitation systems along with related services. It is anticipated that one firm will be selected to perform all services related to inmate communication services in collaboration with the Amador County Sheriff's Office (ACSO). The County reserves the right to terminate this project prior to selection of a qualified Respondent as well as reject any and all responses submitted.

A non-mandatory meeting will be held at the Amador County Jail, located at 700 Court Street, Jackson, CA, on Tuesday August 4, 2020 at 9:00 a.m. Respondents that desire to attend, must notify the County by sending an email that references RFP 20-21 and the number of attendees to Amador County General Services Administration at purchasing@amadorgov.org

BACKGROUND

The Amador County Jail was constructed in 1984 and has a Board of State & Community Corrections (BSCC) rated capacity of 76 inmates. The jail's average daily population in 2019 was 86 inmates. The County consists of nearly 40,000 residents and spans 606 square miles. The County has planned to expand the jail through the addition of a "stand-alone" facility on the same property. The jail expansion project is presently designed to house forty (40) inmates. Completion of the expansion project is likely several years away.

The ACSO desires to introduce a state of the art inmate tablet and telephone system that would increase efficiency of jail services in regard to availability of education and rehabilitative programs. The systems would also better enable inmates to communicate with their family, friends, and others through traditional telephone calls, along with more technological advanced ways such as via text message, e-mail, and video chat. The desired systems would also permit correctional staff to exercise greater control over inmates and enhance detection of illicit activities. Based upon information from other facilities where tablet devices have been implemented, there has been a reported decrease in assaults against officers, inmates, and professional staff.

Introduction of tablets and digital communications systems would enable enhanced communication between staff and inmates. Critical jail information can be efficiently and economically shared pertaining to jail rules, health care availability, confidential reporting of crimes, grievances, maintenance needs, inmate rights, program availability, and more.

The ACSO also recognizes that the introduction of new technology comes with the potential for increased revenue for the Inmate Welfare Fund. Tablets can make entertainment options available for purchase such as music, movies, and reading materials. E-mail, text messages, video calls, and traditional phone calls can generate revenue which can be utilized to for the betterment of the inmate population we serve.

The County of Amador intends to enter into a **five (5)** year contract with the successful bidder, with an option to extend the contract for one (1) year periods upon the end of the original contract term.

The following table summarizes current telephone system usage in the Amador County Jail:

ITEM	DATA CATEGORY	TOTAL
A	Average Monthly Calls (Jan-Mar 2020)	2219
B	Average Monthly Minutes (Jan-Mar 2020)	15,730
C	Inmate Telephones	12
D	Visitation Phones (Inmate side + Visiting Side)	8 (4 sets)
E	Hours of Availability	24/7

SCOPE OF WORK/SERVICES

It is the intent of these specifications, terms, and conditions to locate qualified vendors who are interested and capable of providing inmate communication services, including telephones and service enabled tablets utilizing state of the art technology and equipment, for inmates in custody at the Amador County Jail.

The selected Contractor shall provide the services in the Amador County Jail, at no cost to the ACSO or the County. All cost for the services shall be the responsibility of the Contractor including, but not limited to, equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implementation services necessary to furnish the County of Amador with state of the art technology and equipment to meet the specification herein.

The following are the minimum requirements for the services, including equipment, to be provided. Advanced or alternative technology that provides at least the levels of the specific functionality of the equipment and services described may be proposed with a description of how the alternative(s) meets or exceeds the specified requirements. All services are to be provided at no cost to the County. Respondents shall provide all labor, tax, bonds, insurance, permits, premiums, shipping, transportation, services, disposal, equipment, materials, and appurtenant facilities for the Inmate Communication System.

The requirements sought are listed below. If a requirement cannot be met, or can be satisfied by a similar alternative feature, the contractor should provide an explanation in their response.

1. Inmate Telephone System (ITS)

a. **General.** Contractor shall provide a comprehensive ITS package.

1. The ITS telecommunications network package must have reliability, stability, and ease of use.

2. Contractor is responsible for paying for and installing all physical plant requirements (power, security, data, cabling, conduit, physical space, HVAC, etc.), unless otherwise specified in writing by County.

3. Contractor is responsible for all cost associated with its system including, but not limited to, payment of County costs associated with developing and maintaining the software interface between the Jail Management System (JMS) and ITS, and obtaining, developing, and implementing the interface requirements to implement the ITS and associated services (i.e. PINs, Payment Platform, Commissary, etc.). Any cabling, wiring, or conduit installed becomes the property of the County at termination of the

contract, unless County specifically requests that the Contractor remove any or all of the installed cable wiring or conduit, which shall be done at the Contractor's expense.

4. Contractor's employees, agents, and subcontractors working at the correction facilities must pass and maintain, to the satisfaction of the ACSO, a security and background check performed by the Sheriff's Office ("Clearance").

b. Integration

1. The ITS shall have the capability to accurately import the current call list, which includes blocked, confidential, pre-programmed, and other numbers as identified by the ACSO. Contractor must successfully complete importation and/or entry of the current call list prior to the ITS becoming operational.
2. Contractor shall adapt its system to the ACSO generated Personal Identification Numbers (PINS) for each inmate and the Inmate Identification Number (IIN) generated by the County's Jail Management System.
3. Contractor shall provide a web-based platform to allow select County personnel access to the system from any portal. Contractor shall not limit the number of logins assigned to County personnel. Proposals should include a description of how access will be provided and any levels of administration access, for example passwords and levels of customized access, such as for blocking numbers and making administrative changes.
4. All moves, add-ons, changes to, and new installs of the equipment, hardware and software (collectively Modifications) that occur during the contract term, will be the sole responsibility of the Contractor. All Modifications must be pre-approved by County and once approval is given, Contractor shall proceed with the Modifications at their own cost. Additional products or services bearing a cost or projected to impact revenue shall be approved by the County prior to implementation.

2. Payment, Charges and Billing

a. Payment Platform. Proposals must include a proposed Payment Platform with a discussion of what it will include and how it will interface with the County and systems of other vendors. The proposal should explain how the inmates will access the Payment Platform, and how funds in and out of the Payment Platform will be tracked for the inmate. Contractor's Payment Platform must meet the following minimum criteria:

1. Efficiently interact with the commissary vendor (currently Keefe) to allow inmates to use funds in their commissary account to pay for telephone and tablet related services, products, and entertainment options.
2. Ability to efficiently and immediate transfer money from the inmate's trust fund/commissary account to the Contractor's Payment Platform.
3. Accept funds for inmates, including funds from family and friends, for placement in an account established and operated by Contractor for use by an inmate.

b. Billing

1. Contractor is responsible for the billing and collection of all inmate calls in accordance with FCC and CPUC recorded and approved tariff rates and the contract. Contractor is responsible for revising and updating billing and collection practices to comply with changes in law, including regulations, and with court orders and decisions.
2. Proposals must clearly provide the payment options for all users including for collect, prepaid, and Payment Platform calls.
3. The County will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on collect calls.
4. Contractor shall not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).
5. All billing must be direct to the inmates or third parties, such as family members, without involvement of the County.

3. Phone Calls. Telephones and Tablets must include, at minimum, all of the following features:

a. Calling

1. Permit one-way outgoing calls that are prepaid, billed to the Payment Platform, or charged to the called party.
2. Provide an automated operator telephone system for all calls.
3. The automated operator shall be designed for use by the hearing impaired and in accordance with all applicable laws. There must be provisions for the deaf which comply with the Americans with Disabilities Act (ADA). Provide free calls to the California Relay Service (CRS) to assist hearing-impaired inmates via Video Relay System.
4. Provide international call services throughout Canada, Mexico, South and Central America, and to overseas destinations.
5. Provide call services to County approved numbers such as the Prison Rape Elimination Act representatives, Probation, Public Defender's' Office and other numbers as determined by County at no cost to County, caller, or the recipient of the call.
6. Telephones located in the intake areas will be configured to allow inmates to make unlimited free local calls to landlines and calls to local cell phone numbers, at no cost to the County. These calls shall not require PINS, however they shall otherwise comply with all requirements of the contract including recorded greetings to the call recipient, retention procedures, and inclusion in queries and reports.
7. Call set-up and acceptance process must be completed within 30 seconds or less (from off-hook to call connection/rejection). The call length timer shall not start until positive acceptance of the call is made.

8. The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Inmates shall be required to hang up before dialing a new number.

9. The ITS shall at all times:

- i. Mute the inmate's ability to speak to the call recipient until the call is accepted;
- ii. Not allow the inmate to hear the recipient until the call is accepted;
- iii. Disable the telephone keypad during a call.

b. Call Blocking

1. The ITS must:

- i. Block all three-way calling, conference calling, and call forwarding.
- ii. Permit a called party to block all future calls from the County jail.
- iii. Block calls to Restricted Numbers on a system-wide basis or a case-by-case basis, as directed by the ACSO. Restricted numbers will be verified by the ACSO and programmable by the Contractor or the ACSO into the ITS. Contractor shall not delete, add, or change any limitations on a restricted number without approval of the ACSO.
- iv. Adhere to the following:
 - a) Calls shall not be blocked due to a lack of local exchange carrier (LEC) or competitive local exchange carrier (CLEC) billing agreements with Contractor.
 - b) Calls may be blocked for collect calls to Unbillable Numbers or when the call recipient refuses to pay for calls. However, for any number that is blocked related to the inability or failure of the call recipient to pay past or current charges, the call recipient and inmate shall be provided the opportunity to complete the call by a prepaid format. If both the call recipient and inmate decline to continue the call in a prepaid format, the service provider may block/ not authorize the call to continue.

c. Security

1. The ITS must:

- i. Flag, archive, and generate alert reports for unauthorized call attempts, including attempts to call restricted numbers.
- ii. Provide the ability for authorized County staff to selectively monitor call activity in real time and to immediately terminate any call.
- iii. Retrieve and generate inmate unauthorized call activity logs for call periods as specified by the County.

iv. Provide for all calls to be monitored, recorded, and archived, with the exception of calls made to unmonitored numbers. Phone numbers for criminal defense attorneys, including the County Public Defender, California Bar list and Alternate Public Defender will be identified as Unmonitored Numbers. Phone numbers for criminal defense attorneys must be verified by the ACSO and shall be programmable by the Contractor or the ACSO into the ITS. Contractor shall not delete, add or change any Unmonitored Number without approval of the ACSO.

v. Provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include, but not be limited to:

a) The prevention of incoming calls;

b) Detection and rejection of outgoing calls to restricted numbers and otherwise unauthorized numbers and calls; and

c) The prevention of attempts to initiate 3-way calls, call forwarding, and calls to non-billable numbers.

vi. Have the capability to record the content of all telephone connections. The recorded call must be stored for retrieval for a period of at least two (2) years after the call is placed, and the system must have the capability to transfer the recorded calls to removable media for archiving, or review. Contractor must have the ability to search and access stored calls and deliver the call at the request of the ACSO or pursuant to a court order, which shall be done at no cost to County.

vii. Provide for automated turn on and shut off telephones and tablets at times designated by the ACSO and for the immediate manual system shut off by the ACSO staff.

viii. The system shall allow multiple approved County staff and designees to simultaneous access the system without compromising security or prevention of unauthorized use and access to the system.

ix. Bidders invited for an oral interview should be prepared to discuss their technology, capabilities and practices related to prevention of fraud and abuse.

d. Tracking.

1. The ITS must have the ability to locate and provide information in a simple format that can search, at minimum, using the any or all of the following criteria:

i. Inmate PIN;

ii. Date and time;

iii. Telephones individually or by groups;

iv. Call type (i.e. Payment Platform, collect, free);

v. Facility locations (housing units, library, booking area, visiting);

vi. Called number; and

vii. Call status including incomplete and complete calls.

e. Call Announcement and Instructions

1. The system shall provide an initial greeting and instructions to the called party that state the following:

i. The greeting should state that the call is from the Amador County Jail and is subject to recording and/or monitoring.

ii. For any collect call, the called party shall be informed of the cost of the call prior to accepting the call.

iii. The identity of the inmate by name.

iv. Provide the called party with the opportunity to accept or reject the call and to block future calls.

2. Automated call instruction/announcements shall be minimally available in English and Spanish, and announce that the call may be recorded or monitored with active consent from the called party.

i. The system shall utilize positive call acceptance and active consent.

ii. Active consent may include pressing a keypad number, rather than just by continuing the conversation.

iii. If there is not active consent provided by the called party, the parties will be notified that the call will be disconnected.

iv. These instructions will not be provided for calls made to criminal defense attorneys that have been identified as Unmonitored Numbers.

a) During initial greeting and instructions, there is no call connection with the inmate until there is acceptance from the called party.

4. Telephones

a. Contractor shall provide all telephones, video units, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the County.

b. All telephones shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The wall mounted telephones shall be mounted to cement or block wall and meet all the requirements for detention and correction grade phones.

c. Telephones shall be suitable for indoors, have a heavy chrome metal twelve-button keypad and a handset with an armored cord and cradle. Rugged digital interface units may also be acceptable with the approval of the ACSO. Telephone(s) may also be hands free for higher security areas.

d. Telephones shall be for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.

e. Telephones shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for the detention and corrections environments to minimize vandalism and destruction of property.

f. All handsets, ear, and mouthpieces, shall be of heavy-duty construction with no removable parts, and installed in such a manner that no safety hazard is present to the user.

g. Telephones shall be configured with a braided steel receiver cord twelve (12) inches in length, unless the County requests an alternate length, to reduce the risk of suicide by hanging.

h. Telephones should ideally be configured with the handset cord exiting from the top, in a central position. If multiple options are available, the choice of layout or telephone design shall be determined by the ACSO after consultation with the Contractor.

i. All telephones must be water resistant and fireproof, and have key-locked mountings to the wall.

j. Telephones should have touch-tone keypads. Equivalent digital replacement could be utilized with prior approval from the ACSO.

k. The ITS must include capabilities for protection from power surges and equipment capabilities for protection from power outages.

l. The ITS shall have the capability for Contractor or the ACSO to turn select or all telephones on or off remotely. Telephone controls shall be available on the Jail's control room digital displays. There shall also be a manual on/off switch in a secure location within each facility. The switch location shall be determined collaboratively between the vendor and the ACSO.

m. Contractor shall complete full installation with all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed.

n. All electrical equipment must be installed in compliance with National Code and local requirements. All telephones must be securely fastened to the wall with security hardware approved by the County. The County reserves the right to pre-approve mounting and installation.

o. Telephones must be line powered such that, the telephone does not require separate electrical power at the device. Telephones shall be specifically designed for use in a correctional environment and must be approved by County before installation. Contractor shall not use converted coin phones.

p. Contractor shall include, at minimum, the following query and analytical tools within the system:

1. Analytical and query features for linkages, relationships, associations, and mapping of data points, data mining, data analytics, data visualization, and predictive modeling.

2. Features to trace calls, detail call history, allow for call monitoring without inmate or other party detection while recording, and include other call detail capabilities that can be used to aid investigations related to the detention facilities.

3. Contractor shall provide software or other capabilities for County to continue to query, search and access recordings after termination of the contract.

4. Voice biometric analysis to prevent unauthorized use and the ability to search for key words or phrases in audio recordings is desirable. Ongoing biometrics throughout the inmate telephone call is desirable.

5. Tablets

a. Contractor shall provide correctional grade tablets for inmates at no cost to the County. The County desires to maintain as close to a 1:1 ratio of tablets to inmates as possible. The number of tablets needed will vary based upon the inmate population so the County desires to have a plan to increase or decrease the number of devices in service at a time.

b. Contractor shall provide each inmate a unique login and password to receive their content.

c. All applications must be “intranet” based and run on Contractor’s internal network. Tablets shall not allow inmates access to the internet.

d. Each Tablet shall have the following features:

1. The capability to make phone calls and/or text message through Contractor’s ITS in the same manner as a landline. The phone calls and/ or text messaging completed via the tablets must conform to all requirements and mandatory features for the ITS as set forth in this RFP.

2. Security features so that inmates cannot load anything on the tablet, access anything other than approved content through the intranet or modify any items on or through the tablet.

3. Tablets shall not allow access until the inmate is logged in.

4. Security features to ensure contents on any tablet cannot be shared with others.

5. The capability to send and receive e-mail messages through the Contractor’s ITS which can be screened by ACSO staff. “Smart” query tools and filters for e-mail correspondence is desirable.

6. Tablet Minimum Requirements

a. All tablets shall have the following minimum specifications and features:

1. Preloaded free features, which minimally shall include a calendar, a calculator, and a dictionary. Access to inmate education and self-betterment courses, along with legal research materials, is highly desirable.

2. A PDF viewer or other document viewing application. The documents must be able to be organized by tabs or files for easy viewing. Contractor shall preload documents provided by the ACSO at the start of the contract and as requested throughout the term of the contract at no cost.

3. If an inmate attempts to access system settings or administrative functions, the tablet shall immediately shut down and a notification alert will be sent to the ACSO and Contractor. The inmate's log-in shall automatically be locked to prevent any use or access until cleared by the ACSO.

b. The tablets' intranet shall have the following minimum specifications and features:

1. A function to allow the ACSO staff the ability to download or upload PDF files remotely and be immediately accessible by inmates. Uploaded documents shall have features to identify and track required signatory and signature points if needed. The system shall allow the ACSO the ability to upload documents to be accessible to an individual, groups of individuals, or specific population instantaneously. Ideally, the ITS will be able to create distribution lists from an Excel or similar database.

2. A function to allow the ACSO staff the ability to conduct surveys, including the ability to, compile and process information into reports.

3. The ability to allow inmates to sign documents and take surveys electronically. The ITS shall restrict logins for PINs when documents and/or surveys are pending for signature, and upon completion of the required signature, the ITS shall remove the restriction, allowing inmates to resume usage.

4. Administrative functions to allow ACSO staff to query and export into Excel format a document status report, which separates documents and surveys by categories including document and/or survey name, inmate name, date distributed, date signed, status, pending signature/review or complete.

i. Software that allows for zooming on the screen, preferably through finger spreading on a touch screen. Proposals must identify and explain how document enlargement will work.

5. Streaming Services that minimally include music, books, and games. The ability to display television shows and movies, particularly of an educational nature is desirable. For streaming services:

i. All applications must be "intranet" based and run on Contractor's internal network.

ii. Tablets shall not allow inmates access to the internet.

iii. All content in the Streaming Services must be pre-approved by the ACSO. Contractor is responsible for providing a sufficient description of the content to allow the ACSO to approve the item without the necessity of viewing each item.

6. Contractor's intranet system for the tablets shall allow other content provided or arranged by the ACSO to be available for the inmates at no cost. This content may include, but is not limited to, educational materials and content provided free of charge to County and inmate by other companies or entities, such as books from libraries.

7. Tablets and streaming content shall be free of any marketing and advertisements, without the express written consent of County.

8. Tablets shall be configured so that inmates can only log into a tablet in the housing unit they are assigned to. For example, an inmate assigned to Housing Block A cannot log into the ITS using the PIN of an inmate from Housing Block E.

9. Provide strict single use log in. An inmate PIN/account may only be in use for one device at a time.
10. Contractor shall provide tablets in a tamper proof case, that is detention and corrections grade, which meets or exceeds the security requirements of the ACSO.
11. Contractor shall provide mobile charging carts for the tablets and/or block mounted charging units after consultation with the ACSO administration. The ACSO will have the final determination as to what charging solution(s) will be utilized based upon their design, safety, and security features.
12. Contractor shall provide and install all cable and wiring needed for the operation of the Tablets as part of the ITS and at no cost to the County.
13. Contractor shall provide tablets designed for use by the hearing impaired and in accordance with all applicable laws. Provisions for all disabilities must comply with Americans with Disabilities Act (ADA). Accessibility services to assist inmates with other disabilities is desirable.
14. Tablets will utilize an ear-piece, earbud, or similar listening device to limit sound disruption to others. The listening device and cable should be appropriate for a corrections setting and minimize the ability of the inmate to utilize the wiring as a weapon or for self-harm. At least one listening device should be included, at the Contractor's cost, at the initial assignment of a tablet to an inmate.

7. Call Monitoring Functionality

a. Contractor's ITS shall have call monitoring features which monitors every call made through the ITS. The ITS shall identify calls in order to store recorded calls in a manner that identifies them so to be easily located and searched.

1. Contractor's call monitoring details within the recorded system shall continue to be accessible within the proposed leave behind solution.

2. The ITS shall monitor live inmate calls without any detectable deterioration of call quality or call interruptions.

3. The ITS shall allow the ACSO the ability to access in process calls for monitoring and allow the monitored call to immediately be disconnected, using a secure monitoring platform. This shall include the ability for remote monitoring and disconnection.

4. Call Restrictions:

i. The ITS shall exempt Unmonitored Calls from monitoring. The ITS shall be capable of identifying specified telephone numbers as "do not monitor".

ii. The ITS shall include an alert system that will detect and notify Contractor and the ACSO staff of any call made to a Restricted Number, calls made by restricted individuals or log-ins that were blocked for lack of authority. There shall be specific report capabilities for these calls.

8. Query, Analytical, and Monitoring Tools:

- a. The ITS shall have the ability to allow the ACSO staff to query, print, download, and e-mail reports by any combination of, at minimum, the following: location, PIN, phone, number dialed, time/date, duration, call type, and call status.
- b. The ITS shall provide the ACSO the ability to reverse lookup phone numbers called to provide information on called party, including but not limited to; the type of number called (e.g. landline or cell number), called parties, telephone carrier, account holder name and address. This information shall be available by a simple search query.
- c. The ITS shall be capable of searching calls using a "key word" search. The system shall provide automatic transcription for the identified calls. Call content shall be transcribed so to be easily searched by word.
- d. The ITS shall allow for individual call retention or batch retention based on an identified search criteria.
- e. The ITS shall have the ability to suppress the audio of one caller ("fade out") for portions of the recorded conversation to distinguish between the speaking parties.
- f. The ITS shall be capable of generating a variety of management reports and call detail reports. The ITS shall be able to identify calls by time, location, specific telephone or tablet, inmate PIN, and/or number called. The ITS shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

9. Onsite Equipment

- a. Contractor shall have its own network for the ITS. At no time during the contract shall Contractor run its ITS on the County's network.
- b. Contractor's equipment shall be properly maintained and serviced, throughout the life of the contract, including computers, computer systems, hardware, and equipment. (County is responsible for the maintenance and servicing of its own computer systems, terminals, hardware/servers, workstations hardware, and equipment for JMS.)
- c. Contractor staff and any approved subcontractors shall work with the ACSO staff as required or directed by the ACSO.
- d. Contractor shall obtain the ACSO's approval of all systems and applications before installation. County maintains the right to decline at its discretion any proposed systems, modifications, and/or applications.
- e. Contractor is responsible for all costs of the ITS, including payment of County costs associated with developing and maintaining software interface between the JMS and ITS systems.

10. Telephone Rates, Fees, and Revenue Share:

a. Bidders shall submit a proposal with detailed rate fees and revenue share information for all processes available through the ITS. Details should be included for telephone calls, video visitation sessions, electronic messaging, voice messaging, tablet based purchases (i.e. songs, shows, movies), commissary purchases made via tablet, etc.

b. Bidders may present a Minimum Annual Guarantee (MAG) amount to the County as part of the proposal. The MAG amount will be identified along with terms for the County's revenue share in the event revenue exceeds the MAG. The difference between the MAG and the revenue share generated by the ITS will be paid no later than sixty (60) days after the last day of the month that the commission period ends.

11. Maintenance and Repairs:

a. ITS Equipment

1. Contractor is responsible for all maintenance and repairs to telephones, tablets, and the ITS. A single point of contact with the Contractor, via a toll-free telephone number and an e-mail address, must be provided and maintained by the Contractor for reporting all inmate telephone problems. The toll-free maintenance/repair telephone number shall be answered by a live operator twenty-four (24) hours per day, every day of the year.

2. All equipment, including installed items shall remain the sole and exclusive property of the Contractor and Contractor's sole responsibility.

3. Contractor shall provide all necessary labor, parts, materials, technical personnel and transportation to maintain the ITS, including all telephones, tablets and related equipment, in good working order. Contractor shall perform preventive maintenance including all maintenance for compliance with the equipment manufacturer's specifications throughout the term of the contract.

4. County will not be responsible for any damage to equipment.

b. Maintenance

1. Contractor shall develop procedures and schedules, and conduct routine periodic preventive maintenance on the ITS and all equipment. Contractor shall provide the schedule and procedures to the ACSO jail administration.

2. Contractor shall prepare Maintenance Reports, at least quarterly, that include:

i. The nature and scope of the preventative maintenance performed.

ii. Identifying any problems or indications of any security risks.

iii. The ITS shall be supported by remote maintenance system and shall self-diagnose to create "trouble tickets" when any ITS problem is discovered.

iv. Contractor will provide and maintain a sufficient inventory of spare parts readily available for repairs and maintenance of the ITS. The Contractor shall maintain records of spare part availability and delivery durations when such parts are not on hand at the facility. These records shall be made available to the ACSO staff upon request.

v. All routine or scheduled maintenance that could impact access to telephones, tablets, and/or billing generation shall be conducted during the off-peak hours of 10:00 pm to 6:00 am. The ACSO should be made aware of scheduled maintenance that may impact service at least twenty-four (24) hours prior to the initiation of the work whenever possible.

c. Phone Line Failure

1. Contractor shall be responsible for determining whether any line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or the Contractor's equipment.

i. When the Contractor determines the responsible party for failure, the Contractor shall contact the responsible party for the failure and jointly resolve the failure at no cost to the County.

ii. If the failure is determined to be the fault of the Contractor's equipment, hardware, software, or wiring, the Contractor shall correct the problem at no cost to the County.

d. Notification

1. Contractor shall notify the County at least twenty-four (24) hours prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts in excess of fifteen (15) minutes.

12. Ownership

a. All records related to phone calls and use of tablets shall be and remain the property of the County. Prior to contract termination, Contractor shall confirm County has received and has access to the full updated and accurate records, and confirm the records complies with the requirements of this contract, ACSO policy and minimum legal requirements.

13. Records

a. Maintenance

1. Contractor shall be responsible for system maintenance records, which identify reported problems.

b. Call Recordings

1. Contractor and the ITS shall retain call recordings and all communication records for three hundred sixty six (366) days from the date the call was placed.

c. Extended Retention

1. The Contractor and ITS shall retain call recordings and call data that is identified or requested by the ACSO or court order to be held beyond the standard retention period. Calls to be retained may be

identified by batch or specific calls. These call recordings and/or data shall be held for the time period identified in the retention request or order.

14. Training/Ongoing Operations

a. ITS Training

1. Contractor shall provide training to County staff on the ITS features and usage. All trainings shall be at no cost to the County.

b. Training Scope and Schedule

1. Contractor shall provide a detailed scope of training, including training schedule, length of training, multiple training times, and number of personnel that can attend a training session. Several training sessions will likely be needed to prepare corrections staff, ACSO administration, and detectives on the use of the system and investigative features.

c. Minimum Trainings

1. Contractor shall provide, at minimum, the following trainings:

i. Initial. The first trainings must occur no later than 14 days prior to the "go-live" date. Ample trainings must be provided to accommodate all work shifts obtaining training prior to the "go-live" date.

ii. Annual. Annual training on the ITS, including any safety or security risk related to the use of telephones and tablets. If requested by the County, ample trainings must be provided to accommodate all work shifts.

iii. Upgrades. Trainings prior to upgrades of the ITS or any of its components.

iv. Query and Analytical Tools. Trainings, to individuals identified by the ACSO, in the use of query, analytical tools, and report functions of the ITS. This training will be provided as requested by the ACSO.

d. Operation Review Meetings

1. Upon the request of the County, Contractor will actively engage and participate in regular biannual Operations Review Meetings. These meetings will not replace routine communication pertaining to day to day issues and the resolution of ITS questions or issues.

15. Leave-Behind Solution

1. Contractor shall provide a leave-behind solution at the end of the contract term. All call recordings, documentation, reports, data, etc. are the property of the County, and shall be provided to the County by the Contractor on a secure storage medium, and in a usable, user-friendly, searchable electronic format at no cost to the County at termination of the contract.

2. Contractor shall accept County's reasonable decision whether the leave-behind solution provided is acceptable and make any requested modifications at no cost to County. The leave-behind solution shall be easily accessible at no cost to County for a minimum of five years after termination of the contract period. The leave-behind solution must be located in a County-designated or County approved location.

16. Deliverables/Reports

a. Contractor shall maintain and provide reports and statistics about the services provided. Contractor shall make available to the County accrued data regarding Services provided. Contractor's reporting system must have Ad Hoc Query and report capability and shall provide format modification to enhance readability at the request of the County. Data shall be compiled in appropriate formats as defined by the County. If the County creates specific reports through queries, that report format/query terms shall be able to be saved and so that it can be recreated for different time periods through a simplified, or "shortcut" query. The following list of reports may be modified and/or increased by the County anytime throughout the term of the contract:

Initial Status Reports: Contractor shall prepare and submit Status Reports to the County during the initial term of the contract (System Integration Period). The Contractor shall submit the reports on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday or holiday. County may request Status Reports continue past the System Integration Period. The Status Reports shall, at a minimum, include:

1. Period covered by the report;
2. Project progress and plans;
3. Issues tracking, including deficiencies;
4. Project schedule including work scheduled for completion which was completed and work scheduled for completion which was not completed;
5. Any other information that the County may reasonably require.

b. Monthly Financial Reports

1. Contractor shall provide monthly reports covering the first day of the month through the last day of the month. Financial reports shall be in a batch format and include reconciliation and accounting details. Batch reports shall be provided in Pacific Standard Time. These reports shall be included with the monthly revenue sharing check. Types of monthly reports shall include, but are not limited to the following:

c. Phone Calls

1. Revenue Statement:

- i. Total revenue by billing and call type
- ii. Total revenue

iii. Total County revenue share

2. Summary Call Reports: The report for the Amador County Jail shall contain, at a minimum, the following breakdowns:

i. Call type

ii. Payment method

iii. Number of calls

iv. Number of call minutes

v. Revenue generated from call (including all fees)

vi. Calculation of County revenue share payment

vii. Total revenue

d. Year-End Summary Reports

1. Contractor shall submit Year-End Summary Reports, including Annual ITS Management Reports to the County, pertaining to the Services.

i. Annual Summary Reports shall be at a period to be determined by the county (e.g. fiscal, calendar year, or annually from service start date).

ii. The reports shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Payment Platform) and volume of usage through phones or tablets by Call Type (Local, Intralata, Interlata, Interstate, and International calls), whether calls were placed by telephone or tablet and shall also include an aggregate total of each of these values.

e. General Reports

1. County shall be able to run report queries collectively and for each housing unit. Reports shall be able to include, at minimum, the following information:

i. *Telephones*: Telephone number and location of telephone with installation date, date removed, date reinstalled and total down time for each telephone.

ii. *Tablets*: Tablet identifier and location, date placed into circulation and date taken out of circulation, and total down time for each tablet.

iii. *Total Calls Completed and Billed Report*: Total number of calls, total minutes, and amount billed, and shall be broken down by Bill Type (Collect, Prepaid, Payment Platform) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls).

iv. *Total Calls Not Completed Report*: Total number of calls, broken down by Bill Type (Collect, Prepaid, Payment Platform) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and the cause for the incompleteness of the calls.

v. *Revenue Share Report*: Annual and monthly historical revenue share information.

vi. *Unauthorized Inmate Call Activity Detected Report*: Report shall be in summary and shall contain any information available to support or assist in investigation of such activities.

vii. *Summary of System Outages and/or Maintenance Performed Report*: Report shall be in summary format and shall contain a brief problem, including area affected, description and corrective action taken to resolve the problem. The report shall also include the date and time of the outage, restoration and notification to the County.

viii. *Telephone Inspection and Maintenance Log*: This report shall be submitted to the County on a quarterly basis or as required by the County.

2. Contractor shall submit one (1) soft copy, electronically, of each of the reports to the ACSO Jail management team.

i. The Contractor's written reports shall be in a common and easily readable format, such as Microsoft Word for the narrative portions and Microsoft Excel for spreadsheets pertaining to the inmate billing and commissions earned reports. Other formats, such as Google applications, are acceptable with the consent of the County.

3. *Reports Meeting*: Upon County's request, the ACSO management and the Contractor's account manager will meet, on reasonable notice, to discuss Contractor's performance and progress under this Contract. If requested, Contractor's account manager and other personnel shall attend all meetings. The Contractor shall provide all information that is requested by the County for the purpose of monitoring progress under this Contract.

4. *Audit*: The County or their duly authorized representative shall have access, at reasonable times, to all reports, Contract records, documents, files, and personnel necessary to audit and verify Contractor's charges to County hereunder. Potential Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for the Contractor's services. The County reserves the right to audit and verify Contractor's records before final payment is made. The County's representative shall have the right to reproduce any of the previously mentioned documents. Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the ACSO's designated representative.

5. *Annual Review*: Upon County's request, within 30 calendar days following the end of the Agreement year, the Contractor's Project Manager or Senior Management personnel shall meet with the County and provide a comprehensive report of inmate call activity for the Agreement year. In addition, Contractor shall provide a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year, and a contract review for the preceding year.

17. Jail Expansion Project

a. Contractor agrees to meet with the County to discuss a contract amendment upon commencement of construction of the jail expansion project. County desires to expand the ITS and tablet program to the new housing areas and desires the jail expansion system to fully integrate with the existing ITS installed in the main jail building.

THE COUNTY'S ROLE

The Amador County Sheriff's Office management personnel will provide coordination and oversight of the work. The Amador County Facilities Department will also serve as a resource in a collaborative effort with the successful Respondent.

COMPENSATION AND REIMBURSEMENT OF EXPENSES

Compensation for the services listed in the proposal shall not exceed the total projected costs for the work. Respondent shall submit for review and approval invoices detailing the services provided during each invoice period. The invoice shall utilize a simple, easy to understand format that has been approved by the County.

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations.

PROPOSAL CONTENT

In order for the County to compare and evaluate proposals effectively and efficiently, all proposals shall be organized in the specific format outlined below. Failure to comply with this requirement may cause disqualification. The proposal shall include the following as a minimum:

1. **Cover Page:** Firm name, title of proposal, and date of proposal.
2. **Transmittal Letter:** Shall include the legal name of the agency or organization making the proposal, business address, name, title, address, email address, and telephone number of person(s) authorized to negotiate and contractually obligate the Respondent firm and the contact person(s) authorized by the firm to be contacted for clarifications. The letter shall be signed by a principal or officer of the firm.
3. **Scope of Work/Services:**
 - a. Present the Respondent's basic scope of services, objectives and intended results of the services to be provided.
 - b. Should summarize how the proposal meets the RFP requirements and why the Respondent is best qualified to perform these services.
 - c. Discuss any requirements **not** addressed in this RFP and **any constraints** in providing the services listed herein.

4. **Statement of Experience and Qualifications:** Description of the nature of the Respondent's present work, including a comprehensive list of current and past work on similar projects, staff who worked on those projects, and corresponding client's names, titles, addresses and phone numbers. For any projects referenced in the Statement of Experience and Qualifications, list the involvement of the proposed staff members. Include evidence of any special licensing or qualifications required to perform the work.
5. **Execution of Sample Agreement:** A statement that the Sample Agreement (see Exhibit A) has been reviewed by the principal or officer of the firm, and a list of any exceptions or changes that are requested prior to execution of the Agreement. The specific services to be incorporated into the agreement will be based upon the RFP as well as the responses prepared by Respondents, and may include those negotiated items between the County and the successful Respondent(s).

No requests for changes to the Agreement will be entertained other than those presented in the proposal.

6. **Cost Proposal:** Respondent's shall provide a detailed, cost proposal based upon individual line items that show profit margin, respondents charges, County's commission, all rates (phone, e-mail, texting, video, gaming, music, all applications, etc.). Additionally, provide and discuss:
 - a. Replacement costs of equipment.
 - b. Technology upgrades and associated costs.
 - c. Service rates, if any, including hourly rates for each assigned employee, supplies and equipment costs, travel, office support, all other overhead costs and any reimbursable expenses.
 - d. Training costs.
 - e. Proposed percentage increase in County's commission annually.

The line item detailed cost proposal must include without limitation all associated costs to complete the Work/Project.

7. **Compensation:** Respondent's should provide for how it expects to be compensated for all of the services required by the Agreement.
8. **Project Schedule:** The Respondent shall submit a detailed proposed schedule identifying all tasks and projected dates of completion for project milestones.

PROPOSAL SUBMITTAL:

Proposals submitted must meet the following criteria to be acceptable for consideration regarding this project:

1. Submit one (1) **original** signed proposal marked "Original", **four (4)** bound proposal copies and **one (1)** electronic copy (CD or flash drive) in Microsoft Word formats no later than **1:30 p.m. Thursday, August 27, 2020** to:

Mail: Amador County General Services Administration, 12200-B Airport Road, Jackson, CA. 95642;

Physical Location: Amador County General Services Administration, 12200-B Airport Road, Martell, CA. 95654.

Normal business hours are Monday through Friday 8:00 a.m. to 5:00 p.m. and staff can be reached at (209) 223-6375.

(Note: Firms selected for interview may be required to submit additional copies.)

2. The proposal must be submitted in an envelope clearly marked with the name and title of the proposal **RFP 20-21 Inmate Communication Service's**. The Respondent's return address and the proposal number must appear on the outside of the envelope. The Cost Proposal must be submitted in a separate sealed envelope along with your proposal which specifies on its face "Cost Proposal".
 3. Proposals received incomplete or late, for any reason, may not be accepted.
 4. All proposals submitted in response to this RFP will become the property of the County and will not be returned. The County reserves the right to make use of any information or ideas contained in the proposals. The proposal itself shall not constitute a contract, but will, if accepted, be incorporated into the contract between the County and the selected Respondent.
 5. Proposals submitted to the County become public documents subject to disclosure once the proposal is awarded. If the Respondent considers any portion of their proposal to be confidential, the Respondent must label each and every page of the confidential portions as: "Trade Secret", "Confidential" or "Proprietary." The Respondent must also list the confidential material at the beginning of its proposal, and provide justification for not making such material public. The County shall have the sole discretion to disclose or not disclose such material, subject to any protective order that the Respondent may obtain, but it is incumbent on the Respondent to assert its rights to confidentiality.
- Please note:** The successful Respondent shall be expected to fully meet all representations made in its proposal, including demonstration of the requirements outlined in this RFP.
6. Respondents may withdraw their proposals at any time prior to the RFP submission deadline. A signed withdrawal request by the Respondent's duly authorized representative must be provided to General Services

EXCHANGE OF INFORMATION & CONFLICTS OF INTEREST

Exchanges of information between interested Respondents and the County is encouraged to improve the understanding of the requirements set forth in this RFP. Questions concerning the project and/or RFP requirements should be directed to www.publicpurchase.com. Posting questions to www.publicpurchase.com ensures questions and answers are available for all Respondents to view and respond to ensuring an open, fair and equal process. Should a Respondent have difficulty with gaining access to www.publicpurchase.com, please contact General Services at (209) 223-6375 for assistance.

Respondents are specifically directed not to communicate with or make attempts to influence any members of the County's Evaluation Committee or other department representatives involved in the selection process that would create a conflict of interest or unfair advantage.

Failure to adhere to this instruction may result in disqualification of the Respondent.

EVALUATION OF PROPOSALS

Evaluations are described below and performed by County staff which may also include individuals from an external department and/or agency.

1. Proposals shall be opened and examined to ensure that each complies with the requirements of the RFP. The absence of required information may render the proposal non-responsive and may be cause for rejection.
2. Prior to final selection, a short list of qualified and responsive Respondents may be requested to participate in an interview and/or be asked to submit additional information for clarification. The purpose of the interview and acquisition of additional information will be to provide an opportunity for each Respondent to present their qualifications and proposals in person and/or to answer any questions that the County may have regarding the Respondent's submittals. If interviews are to be held, the time and place of the interview will be arranged after the short list is compiled. It is anticipated that not less than three (3) firms will be selected to be interviewed to discuss their proposal and qualifications; however, based upon qualifications, the County may at its option choose to interview more than three (3) qualified Respondents or only one Respondent or select a Respondent based solely on evaluating written proposals.
3. If agreement cannot be reached with the top ranked Respondent at a compensation rate that has been determined to be fair and reasonable, the County will then contact the next highest scored firm and attempt to negotiate a contract scope of work and fee. This process will be continued until a contract scope of work and fee is successfully negotiated, or until the County determines to cease negotiations with any firm.
4. The County is an Equal Opportunity/Affirmative Action Employer and the successful Respondent will be required to comply with the provisions of Federal Executive Order 11246 and applicable state and federal laws. Respondents should be familiar with the Employers' Practical Guide to Reasonable Accommodations Under the Americans with Disabilities Act as published by the Job Accommodation Network, a service of the U.S. Department of Labor's Office of Disability Employment Policy.
5. All proposals are evaluated to determine whether or not they met all the requirements of the RFP. Responses are individually scored as assigned to a category. Individual scores are averaged and entered into that category column. Each category is assigned a weight and the result is a weighted score. Each category is assigned a point range of **0 to 20** (0 = Non-existent 4 = Poor 8 = Marginal 12 = Acceptable 16 = Very Good 20 = Excellent).
6. Cost proposals are anticipated to vary due to the variety of services that can be provided and vary with incentives. The County will consider all advantages and disadvantages and shall determine the respondent that provides the best value for the Jail.

The total points available in this RFP are **Eighty (80)** points.

The rating scale establishes standards by which points are assigned to proposals, and it ensures that members of the Evaluation Committee evaluate each proposal with consistency. An Evaluation Committee is formed and the number of its members is determined by the County's Purchasing Agent based upon each member's professional background, interest and complexity of the RFP. Each committee member conducts an individual evaluation of each proposal. Each member's total points are combined and averaged to determine those top ranked proposals. The County may choose to develop a Short List and/or select a proposal using this criterion. If a Short List is developed, those Respondents offered an interview may have the opportunity to make a presentation and/or answer questions the Committee may have. The purpose is to seek further clarification and understanding of each proposal.

Proposals will be evaluated based on the rating scale and criteria listed below:

<u>CATEGORIES</u>	Possible Points	Weight
Quality and Responsiveness of the Proposal	20	15%
Scope of Work/Services	20	50%
Experience and Qualifications	20	15%
Cost Proposal	20	20%
Total	80	100%

TERMS OF REQUEST FOR PROPOSALS

1. **Acceptance of Proposals:** The County reserves the right to reject any and all proposals and to waive any informality, technical defect, or clerical error in any proposal and to request additional information from all Respondents. This RFP is not an offer to contract. The County reserves the right to request clarification of any information submitted, interview firms and/or request additional information during interviews. The County further reserves the right to enter into negotiations with one or more firms and/or enter into multiple contracts and/or not award a contract.
2. **Oral Communications:** Any oral communication between the County and the Respondent is not binding, nor will it modify the RFP in any way.
3. **Amendments and/or Addendums:** We expect that you may have questions as you prepare your response to the RFP and/or changes may be necessary. To handle questions or changes most effectively and to ensure that everyone has the same information, we request that you promptly send your question(s) to www.publicpurchase.com. Respondent's must register at <https://www.publicpurchase.com/gems/amadorco.ca/buyer/public/home> to view answers to posted questions, see amendments or addendums and/or download information regarding this RFP (please see Electronic Disclaimer below). Questions must be received no later than **August 21, 2020 at 1:30 p.m.** Should it be found necessary, the County of Amador General Services Administration Director, or his designee, shall issue a written amendment/addendum or respond to questions which will be posted to www.publicpurchase.com. Anyone acquiring "hard copies"

from the office of General Services shall be placed on a “Holders List” and notified of any changes. Amendments/addendums issued must be signed and included in your proposal.

4. **Proposal Cost:** The cost of developing the proposal is the sole responsibility of the Respondent; the County is not liable for any costs incurred by those submitting proposals.
5. **Proposal Submission:** Respondents may submit proposals by any means (e.g., U.S. Mail, Fed Ex, courier, etc.). Proposals must be received at the physical address noted by the deadline. **(This RFP prohibits the submission of more than one proposal by a Respondent.)**
6. **Basis for Proposal:** The RFP and any amendments to it represent the most definitive statement the County will make concerning information upon which proposals are to be based. Respondents will be assumed to have thoroughly examined these documents.
7. **Deliverables:** If this Proposal is awarded, and the successful Respondent fails to sign and return to the County within **five (5) days** (i) the Contract, (ii) any bonds required, and (iii) the required insurance certificates as specified in the Sample Contract/Agreement information and documents with an insurer satisfactory to the County Risk Manager, the County may, at its option, determine the Respondent has abandoned the Contract. In that case, the Proposal and the acceptance thereof shall be null and void, and any security shall be forfeited and become the property of the County of Amador.
8. **Right to Negotiate:** The County reserves the right to negotiate any fee or any provision, accept any part, or all parts of any and all Proposals whichever is in the best interest of the County. The County intends to negotiate only with those firms whose Proposals meet the requirements of the County.
9. **County’s Official Hard-Copies:** Failure to obtain the County’s official hard-copies of this RFP and contract documents may result in prospective Respondents being disqualified and may not be notified of any amendments or changes which may also disqualify any Respondents. Respondents obtaining this RFP and contract documents directly from the Department of General Services will be placed on the official RFP holders list. In order to be placed on the County’s RFP holders list, a purchase or receipt of the RFP information and documents from General Services Administration office is required (email is an acceptable form of a receipt only if confirmed by both the County and Respondent).

All Respondents must contact the County to receive copies of current RFP documentation. Respondents who rely on information obtained from plan rooms or any web site accept responsibility for any inaccurate or incomplete information. **DISCLAIMER REGARDING ELECTRONIC INFORMATION:** Computer-based and electronic information (“Electronic Information”) for Amador County **RFP 20-21** is provided solely for the convenience of prospective Respondents, and are not considered part of the contract documents. No representation or warranty is made, either expressed or implied, with regard to the accuracy or suitability of said Electronic Information for any purpose whatsoever. It is the responsibility of prospective Respondents to verify all aspects of the Electronic Information against the County’s official hard-copies of the contract documents. In the event of any conflict between the County’s official hard-copies of the contract documents and the Electronic Information, the official hard-copies of the contract documents shall govern. Utilization or viewing of said Electronic Information shall constitute implicit acknowledgement and acceptance of the provisions of this paragraph.

10. **Verbal Agreement or Conversation:** No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this RFP.
11. **Background Check:** The County reserves the right to conduct a background inquiry of each Respondent, which may include collection of appropriate criminal history information, contractual and business associations, business practices, employment histories, and reputation in the business community. By submitting a proposal to the County, the Respondent 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.
12. **Piggyback Procurement:** Other public agencies within California may desire to award a contract in response to this Request for Proposal. If authorized by Respondent under schedule of this invitation, Respondent shall provide services to agencies at the same prices and upon the same terms and conditions. If the successful firm agrees to this provision, participating agencies may enter into a contract with the successful firm for the purchase of the services and goods described herein based on the terms, conditions, prices, and percentages offered by the successful firm to the County. Minor changes in terms and conditions may be negotiated by participating agencies for a period of time no longer than stated in the contract following the award of this contract (**this contract term shall be five (5) years maximum**).

PROTEST PROCEDURE

1. Respondents may file a written protest with the Amador County Purchasing Agent not later than **five (5) working days** after of the date of **evaluation notification by the Purchasing Agent or his designee which may be by telephone, letter and/or email.**
2. The protest shall be delivered or sent by registered mail to the Purchasing Agent.
3. The protest filed with the Purchasing Agent shall:
 - a. Include the name, address, and business telephone number of the protestor;
 - b. Identify the project under protest by name, RFP/Q number, and RFP/Q date;
 - c. Contain a concise statement of the grounds for protest including alleged violations of Federal, State, or local law; provided, however, RFP or RFQ process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to those issues should be raised and addressed, if at all prior to the proposal opening date to allow adjustments before evaluation of proposals and;
 - d. Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

PROTEST REVIEW

1. Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than **fifteen (15)** working days after receipt of the protest.
2. If the protested procurement involves Federal or State funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate Federal or State agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within **five (5)** working days of the dispatch of notification to the interested party(ies).
3. Purchasing Agent decisions may be appealed in writing to the Amador County Board of Supervisors prior to the award date, which is given in the notification. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with Federal or State funds.

I. EXHIBITS

- A: Sample Consulting Services Agreement

Exhibit A
PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is entered into as of [REDACTED], 20 [REDACTED] by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the “County”) and [REDACTED], a California [REDACTED] (**Corporation, Sole Proprietor, etc.**) (the “Contractor”).

RECITALS

- A. County desires to engage professional assistance to provide the hereinafter set forth special services.
- B. Contractor is in the business of providing services similar to those set forth in this Agreement.
- C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR.

- 1.1 Upon request from County, Contractor will provide all equipment, supplies and personnel to perform professional [REDACTED] services for Amador County [REDACTED] Department (the “Work”). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall comply with all applicable Federal, State and local laws relating to Contractor’s performance of this Agreement.
- 1.2 Contractor shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor’s profession. If County determines that any of the Work is not performed in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the Work and resolve matters of concern; (b) require Contractor to repeat any substandard Work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to section 4 below; or (d) pursue any and all other remedies at law or in equity.
- 1.3 Contractor is authorized to proceed immediately following full execution of this Agreement and delivery and approval of required insurance documents as required by Section 11. Performance of the Work shall be completed within the time required herein or prescribed for an individual task by County; provided, however, that if performance is delayed by earthquake, flood, high water or other act of God,

Exhibit A

or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by the number of days equal to the number of days of delay.

- 1.4 Contractor shall complete each project assigned by County in accordance with an agreed-upon schedule.
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Contractor all existing documents and information applicable to any assigned project constituting the Work.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.
4. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate upon the earlier of the successful completion of the Work or (day[s], year[s], etc.) following the date of execution, unless extended in writing by mutual agreement of the parties. County reserves the right to terminate this Agreement with or without cause on [REDACTED] (XX days) written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

The County may immediately terminate this Agreement upon written notice to Contractor in the event Contractor, or any or its employees or subcontractors, fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement.

5. COMPENSATION TO CONTRACTOR.

- 5.1 Contractor shall submit [REDACTED] (weekly, monthly, etc.) invoices in arrears indicating for each item of the Work performed, hours of work expended (in quarter-hour increments), hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses. Compensation to Contractor shall be paid on a [REDACTED] (lump sum, time-and-materials, etc.) basis, with a cost-not-to-exceed limit of \$XXXX, in accordance with the fee schedule and list of reimbursable expenses set forth on **Attachment B** attached and incorporated by this reference.

Exhibit A

- 5.2 County shall make payment to Contractor within 30 days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.
- 5.3 Contractor shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.
- 5.4 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

- 6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
- 6.2 Contractor shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Work, Contractor shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.3 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
- 6.4 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor shall not subcontract any portion of the Work unless pre-approved in writing by County. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.
- 6.5 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed

Exhibit A

by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.

7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of a project, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that Contractor is not acting hereunder as an employee of County, but solely as an independent Contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.
11. INSURANCE. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Within **five (5)** business days of award of the Bid to Contractor, Contractor shall furnish to County satisfactory proof that Contractor has the following insurance:

11.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:

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11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

11.1.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Contractor has no employees a Certificate of Exemption from Worker's Compensation Laws must be completed using the County's form and submitted with all other insurance documents).

11.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

11.2 **The insurance policies are to contain, or be endorsed to contain, the following provisions:**

11.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

11.2.2 Primary Coverage: For any claims related to this contract, the

Exhibit A

Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

11.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

11.2.4 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

11.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

11.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

11.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

11.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11.6 Verification of Coverage: Contractor shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy

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of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: (Department, Title, and Address of Contract Administrator). Contractor shall provide all insurance documentation to the Contract Administrator.**

- 11.7 **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- 11.8 **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
12. **OWNERSHIP OF DOCUMENTS.** Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Contractor shall furnish, on request, all computations, plans, correspondence, manuals, warranties, and other pertinent data gathered or computed by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.
13. **INDEMNIFICATION.** Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent Contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity. Contractor's indemnity obligations shall not be limited by the amount of insurance provided.
14. **PUBLIC RECORDS ACT DISCLOSURE.** Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and

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provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed by County to be required by law or by court order.

15. RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County, regarding any services rendered under this Agreement at no additional cost to the County. In the event an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary design drawings, estimates, and other professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting with regard to the correction.
16. NON-DISCRIMINATION. Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
17. CONFLICT OF INTEREST. Contractor warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.
18. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.
 - 18.1 That while performing any services pursuant to the Contract, being present on any County property, or using any County equipment, the Contractor, its employees, sub-contractors and agents (1) Shall not be in any way be impaired because of being under the influence of alcohol or a drug; (2) Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug; and (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person.
 - 18.2 If Contractor, or any employees, sub-contractors violate any of the above

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provisions, the County may terminate the Contract immediately.

19. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: [REDACTED]

To County: [REDACTED]
Jackson, CA 94642

With a copy to: Office of the County Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

20. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
21. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Amador County, California.
22. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
23. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
24. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
25. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of

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the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

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

COUNTY OF AMADOR

CONTRACTOR:

_____, a California _____

BY: _____

Chairman, Board of Supervisors

BY: _____

Name:

Title:

Federal I.D. No.:

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR COUNTY
COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

Note: If Agreement is of Value <= \$50,000, the Agreement signature blocks for the Board of Supervisors and Clerk should be removed and replaced with the signature block for the General Services Administration Director (County Contracting Officer).

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ATTACHMENT A – SCOPE OF WORK

(Provide a summary of the work to be provided here)

1. Includes all services specified in the County of Amador RFP Number XX-XX (Title of RFP here) and;
2. Contractor's response to RFP XX-XX dated XXXX XX, 201X attached herein and;
3. Revised Statement of Work Dated XXXX XX, 201X and; (If Applicable)
4. Revised Cost Proposal Dated XXXX XX, 201X and; (If Applicable)
5. This Agreement

These documents are hereby made a part of and incorporated herein by reference into this contract.

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ATTACHMENT B – COMPENSATION

Total compensation to Contractor will be made monthly on a time-and-materials basis (or task related basis) with cost-not-to-exceed XXXXXX Dollars and No Cents (\$0.00) in accordance with Cost Proposal dated XXXX XX, 20XX submitted by (Contractor's name here) – see attached.

The Cost Proposal and Fee Schedule attached hereto, constitute the full and complete understanding and agreement of the parties with respect to the Services to be provided by Contractor (Place Firm and/or Individual Name Here); and they supersede any prior or contemporaneous understanding or agreement, whether written, oral or communicated in any other type of medium, between the parties relating thereto. No amendment or modification of any provision of this Agreement shall be binding unless made in writing and signed by the parties hereto.

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations.

ADDITIONAL WORK

When the County requests additional work to be performed Contractor shall provide monthly invoices which will include an itemization of expenses for which reimbursement is being requested for. The invoice shall include for each item of the Work performed, hours of work expended (in quarter-hour increments), a detail of work performed, hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses.

HOURLY LABOR RATES

- Job Class \$XXX.00/hour
- Job Class \$XXX.00/hour

EXPENSES AND SUBCONTRACTORS

Reimbursement for owned automobiles used in connection with the Work will be at the rate of .54 cents per mile. Reimbursement for direct outside expenses (such as maps, photographs, reproductions, etc.) will be at cost.

Reimbursement for subcontractor expenses will be at cost.

These documents are hereby made a part of and incorporated herein by reference into this contract.

1. INSURANCE. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Within **five (5)** business days of award of the Bid to Contractor, Contractor shall furnish to County satisfactory proof that Contractor has the following insurance:

1.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:

11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

11.1.3 Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Contractor has no employees a Certificate of Exemption from Worker’s Compensation Laws must be completed using the County’s form and submitted with all other insurance documents).

11.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

12 The insurance policies are to contain, or be endorsed to contain, the following provisions:

11.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy

with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- 1122 Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 1123 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
- 1124 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 13 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- 14 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- 15 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- 115.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 115.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

1153 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

- 1.6 Verification of Coverage: Contractor shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: (Department, Title, and Address of Contract Administrator). Contractor shall provide all insurance documentation to the Contract Administrator.**
- 1.7 Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- 1.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.