

COUNTY OF KERN

Sheriff's Office

REQUEST FOR PROPOSAL

Payment Services System

DUE September 28, 2011

TIME Before 11:00 a.m.

COUNTY OF KERN

Sheriff's Office

Request for Proposal to Provide: Payment Services

Throughout the RFP and attachments, the terms Vendor, Consultant, Contractor and Proposer may be used interchangeably.

The Kern County Sheriff's Office is seeking a qualified vendor to develop a comprehensive Payment Services System. The Payment Services System will allow all Sheriff's Office Fees to be paid via Point of Service Kiosks, Credit Card Readers or via the internet. This Proposal includes Inmate Deposit Services. The system will require the vendor to provide limited Fiduciary Services for the Payment Services System.

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. **Unauthorized contact of any County personnel may be cause for rejection of a vendor's proposal.** All inquiries concerning this RFP should be directed to the following Contact Person:

Sgt. William Keene
Central Receiving Facility
Kern County Sheriff's Office
1415 Truxtun Ave.
Bakersfield, CA 93301
Telephone (661) 868-6881

Envelopes containing the Proposals are to be marked:

PROPOSAL: "Payment Services System"

Projected Timetable

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective proposers:

Issuance Date August 10, 2011
Pre-Proposal Meeting August 31, 2011
Proposal Due Date September 28, 2011
Proposal Due Time Before 11:00 a.m.

Postmark date will not constitute timely delivery. Responses received after the above time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their Proposals.

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I. GENERAL INFORMATION

A. Project Background and Description

The Kern County Sheriff’s Office (KCSO) is accepting proposals for a Payment Services System that will encompass Inmate Trust Account Services and a payment system for all services and fees KCSO currently charges its citizens, referred to as Sheriff’s Services.

Currently, only cash, cashier’s checks, government checks and money orders are accepted for these payments. Personal checks, payroll checks and credit/debit cards are not accepted.

The KCSO intends to eliminate over the counter cash payments for Sheriff’s Services and Inmate Trust Account Services. We intend to provide the public with several ways of depositing funds into inmate accounts and payment of services by offering payments through on-site kiosks, via telephone and the internet.

Inmate Trust Account Services

KCSO wants a process developed to fully automate the Inmate Trust Account Services transaction process. When the inmate is released from custody, the inmates trust account balance should be returned via some form of debit card. In certain situations, inmate’s monies must continue to be released via check, such as when the inmate is released to state prison.

A reasonable fee structure must be put in place for those inmates considered indigent and released with less than \$3.01.

The average daily inmate population of the Kern County Detention System is about 2350 inmates. On average, about 121 inmates are booked into the Central Receiving Facility (CRF) and the Lerdo Max Med facility daily.

Between July 1, 2009 and June 30, 2010, KCSO processed roughly 44,000 bookings in which \$2,000,000 was received. Additionally, \$2,900,000 was placed on inmate books throughout the year. Inmates were booked with the following amounts of money:

<u>AMOUNT</u>	<u>TRANSACTIONS</u>	<u>PERCENTAGE</u>
• \$20 or less	33829	77%
• \$20.01 to \$30.00	1437	03%
• \$30.01 to \$40.00	950	03%
• \$40.01 to \$50.00	846	02%
• \$50.01 to \$100.00	2244	05%
• \$100.01 to \$200.00	1892	04%
• Over \$200.01	2501	06%

An unknown percentage of the \$2,900,000 was received via money orders, cashier checks and government checks received through the mail. Included in this Proposal should be a "Lock Box" system or other method that allows the depositor to send the check or money order directly to the vendor, who will process payment.

This service shall allow the posting of misdemeanor bail.

Neither the County nor KCSO will guarantee any minimum or maximum amount of deposits under any agreement that results from this RFP. The KCSO will give preference to bids that do not require the County to pay any fees for payment services or fees associated with hardware. The County intends to execute a three-year agreement to commence on December 1, 2011.

Sheriff's Services

The expected goals of the Sheriff's Services system are:

1. Allow citizens to pay all service fees, for example:
 - a. Live-Scan
 - b. Concealed Weapons Permits
 - c. Fingerprint
 - d. County Cremation Service
 - e. Work Release Signup Fees
 - f. Vehicle Repossession Fees
2. Allow businesses to pay for business licenses, for example:
 - a. Weapons Dealer
 - b. Planning review
 - c. Explosives Permits
 - d. Massage Technicians
 - e. Fortune Tellers
3. Provide a mechanism for charging for fees not currently charged, for example:
 - a. Responding to False Alarms
 - b. Obtain online Parking Passes to park at the Lerdo Facility
 - c. Charge a copayment for inmate medical care
 - d. Fee to sign off a fix-it ticket
 - e. Fee for impound hearings
 - f. Additional Inmate Visits
4. Allow for employees to pay fees typically paid with a check, for example:
 - a. Purchase firearm upon retirement
 - b. Reimburse excess per diem
 - c. Purchase badges

Refer to Exhibit D for a list of some of the Licenses and Fees the KCSO collects from citizens.

B. Services Required of Successful Proposer

1. Project Management

The Proposal shall include a project management plan. The project management plan shall include the proposer plans, sub-contractors names and the estimated project scheduled timeline. Describe the proposed plan to monitor and evaluate the overall project. Project schedule should use a March 1, 2011 date for commencement (this is a fictitious date only for use in the proposed plan). The actual date will be set after the vendor selection and contract is signed.

The Proposal shall include a master schedule for installing, implementing and testing all equipment, systems and process. It shall include a schedule to provide training of personnel in the use of the Payment Services System. Provide information on how the system will be implemented and what plans will be put in place to stay on schedule.

The Proposal shall include a person identified as the vendor program manager. In addition to the program manager's name, detailed information about the program manager's qualifications shall be included in the Proposal.

2. System Capabilities' Descriptions

A statement of the system capabilities shall be enclosed in the Proposal. The description of the system capabilities shall address the technical requirements.

3. Equipment

The Proposal shall include a detailed equipment list.

4. Scope of Work

Refer to Exhibit A

5. Costs to KCSO

Proposals shall include all costs to KCSO to install and maintain kiosks and terminals and transact all money transfers through all programs.

6. Background and Experience

Vendor shall include a description of vendor's experience in providing the requested services. Include the number of years the vendor has been in this field of business and vendor's past and current business locations and ownerships.

7. Personnel

The vendor's employees (or any subcontractor or subcontractor employee) assigned to enter the detention facilities to service the electronic kiosks are required to submit to a security clearance performed by the KCSO at our expense. Additionally, each vendor employee, subcontractor or subcontractor employee shall be required to sign a security and non-disclosure agreement. Further, if the Vendor, employee, subcontractor or employee is aware of any circumstance that

would disqualify them from maintaining their security clearance they must immediately notify KCSO and the affected persons security clearance will be considered revoked at the time of the disqualifying act/omission. The vendor's employees shall wear a KCSO issued access pass while they are in the facility. The employee must collect and return the pass at the end of each shift. Vendor's employees are required to comply with facility rules, including dress code requirements for persons entering detention facilities. The vendor's employees must wear and display, in clear view, the appropriate company and personal identification.

The vendor's employees may be required to sign a non-disclosure agreement.

The vendor's employees are expressly prohibited from bringing weapons, drugs or any other contraband into any County facility.

8. Disclosure

The vendor shall include a complete description of any litigation, mediation, or arbitration over the past ten years from the date of this RFP, including disclosure of any pending or threatened litigation, mediation, or arbitration.

9. Customers

The vendor shall include a list of at least five current law enforcement agencies and/or criminal justice agencies for which they have done work. The list shall include the name, address, telephone number and the name of the contact person for the agency.

10. References

Vendor shall provide two letters of reference as to the vendor's ability to perform services.

11. Financial Stability

Vendor shall provide financial standing and stability for the past three years.

12. Miscellaneous

Vendor may provide additional documents or other material, as appendices, in support of the Proposal. The Proposal, however, must reference any additional material or documentation.

C. Services Provided by the County

The County will provide a Contact Person as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide whatever information as may be available. County will also be available to meet and discuss project requirements and development at key times in the process.

D. Selection Process

1. All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee. After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals, and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.
2. If one or more of the proposers is a local vendor as defined herein, said proposer(s) shall be entitled to a local vendor preference as herein described, provided: (i) said proposer(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Evaluation Committee; and (ii) they were included in the short list of proposers for further consideration by the Evaluation Committee, if the Evaluation Committee elected to create a short list of Proposals.

All local vendors meeting the above stated criteria shall have their final evaluation score increased by five percent (5%) for purposes of determining the Evaluation Committee's final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a proposer who:

- 1) Has maintained a local office address within Kern County for the six months immediately prior to the issuance date of the RFP; and
- 2) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.
- 3) Will credit all sales taxes generated pursuant to the contract resulting from this RFP to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

3. The following is a list of general criteria that may be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors.

Please note that the Evaluation Committee may consider any information they deem relevant in determining a recommendation to the Board of Supervisors, and may give each of the criteria considered as little or as much weight as they consider appropriate.

- a. Proposer's understanding of the RFP requirements and end result.
 - b. Proposer's proposed approach to tasks.
 - c. Proposer's experience in similar projects.
 - d. Fee.
 - e. Estimated completion date(s).
 - f. Client references.
 - g. Qualifications of proposer's staff for the project.
 - h. Any other factors the Evaluation Committee deems relevant.
4. The County reserves the right to reject any and all Proposals and to waive informalities and irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, in the sole discretion of the County, resulting in rejection of the Proposal.
 5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) working days to submit the information requested.
 6. An error in the Proposal may cause the rejection of that Proposal; however, the County may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a Proposal that County believes to be in error, and make corrections accordingly.
 7. The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Supervisors, shall be based on any information and criteria the

Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is *not* the sole criterion for recommending contract award.**

8. All firms responding to this RFP will be notified of their selection or non-selection in writing after the Evaluation Committee has completed the selection process. All proposers shall have seven days from the date of the notice to submit any additional information **not previously submitted** to the County for final consideration before the Evaluation Committee's recommendation is placed on the Board of Supervisors' agenda.
9. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the Proposal.
10. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
11. The process, procedures and evaluation criteria used by County staff and the Evaluation Committee in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by either the Evaluation Committee or the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.
12. Given two equal proposals, the proposal that has the lower percentage of subcontracted labor will be more favorably evaluated.

E. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of Proposals. **The County reserves the right to reject any or all Proposals or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion of the County. The County may waive **any** deviation in a Proposal. The County's waiver of a deviation shall in no way modify the RFP

requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

F. Time

Time and the time limits stated in this RFP are of the essence of this Request for Proposal.

G. Form of Agreement

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP as Exhibit B is a sample agreement which is in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's Proposal and any other modifications determined by the County to be necessary prior to its execution by the parties.

The sample agreement included in this RFP is for informational purposes and should not be returned with a Proposal; however, **the Proposal shall include a statement that the proposer has reviewed the sample agreement and either i) will agree to the terms contained therein if selected, or ii) indicate those specific provisions of the sample agreement to which the proposer takes exception and why.** Exhibit C must be completed and submitted with the Proposal to satisfy this requirement.

Raising of significant exceptions in a Proposal, as determined in the sole discretion of the County, may be cause for rejection of the Consultant's Proposal.

The selected Consultant will be required to execute an agreement with the County for the services requested within 90 days of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another Consultant and begin negotiations with that Consultant.

Consultant must identify and provide contact information in their Proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Consultant and County.

H. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful proposer. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful proposer, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

I. News Releases

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the Director of Purchasing.

J. Payment Schedule

Periodic payments will be made to the Consultant upon submission of an invoice, based on a payment schedule to be developed and included in the final agreement for services.

K. Statutes and Rules

The terms and conditions of this RFP, and the resulting consulting services and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

L. Background Review

The County reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a Proposal to the County the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

M. Noticed Public Hearing

California Government Code section 66018 requires that the County provide the public with notice of an open hearing to discuss amended, new or increased fees for service. Because any charges for the services described in this RFP would necessarily result in a net increase in the fees paid by the public, we are required to abide by section 66018 as well as the County Administrative Manual requirements for noticed public hearings. Because we won't know the range of fees being charged until we have selected a proposer, we must delay holding the hearing until such time as we are ready to bring the contract to the Board for approval. On the completion of the hearing and after receiving public comment the Kern County Board of Supervisors will vote on whether to except or decline the fees by its vote on the contract.

II. PROPOSAL INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, Proposals shall be made in accordance with the following general instructions:

1. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the proposer.
2. No oral, telephonic, telegraphic, e-mailed or faxed Proposals will be considered.
3. The submission of a Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
4. All Proposals shall remain firm for one hundred and eighty (180) days from the Proposal submission deadline.

B. Business Address

Proposers shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed Proposal container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the proposer.

C. Corrections and Addenda

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the Contact Person prior to the date fixed for submission of Proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a Proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to the KCSO, 1350 Norris Rd, if the proposer has previously submitted a Proposal to the department).

Any oral communication by the County's designated Contact Person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or the obligations of the County or any proposers.

D. Proposal Format and Contents

For ease of review and to facilitate evaluation, the Proposals for this project should be organized and presented in the order requested as follows:

1. Cover Page:

Include a letter of introduction signed by an authorized representative of the firm certifying that all statements in the Proposal are true and correct and shall constitute a warranty, the falsity of which shall entitle Kern County to pursue any remedy authorized by law, which shall include the right, at the option of Kern County, to declare any contract made as a result thereof, to be void. Indicate the name of the firm and the RFP project title.

2. Section I - Corporate/Agency Profile:

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private).

State if you are a local Kern County vendor as defined in section I.D.2. of this RFP (provide the street address of the local office).

Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract.

If two or more firms are involved in a joint venture or association, the Proposal(s) should clearly delineate the respective areas of authority and responsibility of each party.

All parties signing the Agreement with the County shall be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

3. Section II - Qualifications and Experience:

This section is designed to establish the proposer as an entity with the ability and experience to operate the program, or provide the services, as specified in the RFP. Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Include the number of employees involved in providing services; number of years providing services; and financial statements (balance sheet and Dun & Bradstreet credit rating acceptable). Additionally, provide examples of completed projects.

Documentation of Satisfactory Past Performance/References. Provide a minimum of three (3) reference letters for similar services rendered (must be within the last six (6) months on the reference company's letterhead. Each reference shall include a current point of contact and a phone number. Each reference letter must have the following information: Date of the original contract; end date of the contract; services rendered; and names, addresses, and telephone numbers of contact persons within client agencies for whom the services have been provided.

Provide a list of all clients, if any, to whom you have provided similar services over the last two years, but are not currently working for. Please indicate why you are not currently providing services to said client(s).

4. Section III - Credentials/Resumes:

Of critical importance is the composition of the team proposed to provide services on this project. Credentials and resumes of the person(s) responsible for administering or providing the services must be provided. Include a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including training certifications of professional and non-professional personnel. Proposer shall specifically provide the following information on all management, supervisory and other key employees who will be providing service:

- a. Name, address and phone number
- b. Description of education
- c. General experience
- d. Experience or education related to the RFP project
- e. Letters of reference, if available

List consultant firms, if any, that you plan to use for this project and their relevant experience.

5. Section IV - Project Approach, Work Schedule, Proposed Transition Plan and Technology Available:

Provide a detailed description of the methodology proposed to perform all required services. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the County. Provide specific information and details. Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option. Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project before November 30, 2011, if possible. This schedule should contain

specific milestones and dates of completion which will be used to set schedules. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project. Specify all software and computer technology that is anticipated to be used in rendering the services. If the Proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.

Do not include brochures and advertisements in your Proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

6. Section V - Cost of Service:

The Proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance, and any proposed annual cost of living increases for contracts with terms exceeding one year. As a general rule, the County prefers a set price or hourly rate for the entire term of any contract. Therefore, do not assume that the County will accept any proposed price escalations. Proposed price escalators may also have a detrimental impact on the proposer's score determined by the Evaluation Committee.

The project costs should include all expenses that will be charged to the County including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. **Failure to clearly identify all costs associated with the Proposal may be cause for rejection of the Consultant's Proposal.**

7. Section VI - Insurance:

The selected proposer will be required to obtain, as a condition of the award of a contract, and the Proposal shall state that the proposer will obtain the insurance as required in the attached agreement.

All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

8. Section VII - Additional Information:

Include any other information you believe to be pertinent but not required.

E. Pre-Proposal Meeting

A Pre-Proposal meeting has been set for August 31, 2011, at 10:00 a.m. The meeting will be held at CRF Administrative Office Conference Room 1415 Truxtun Ave. The purpose of the conference is to permit proposers an opportunity to ask questions and/or provide feedback to County staff on specifics of this RFP. Preliminary answers may be given at the Pre-Proposal meeting. However, these responses are only preliminary and will not be final until they are provided as an addendum to the RFP. While some input obtained at the meeting may be incorporated into the RFP via addenda, remarks and explanations made at the meeting shall not change the provisions of the final RFP.

All interested parties who may have questions are urged to attend.

F. Proposal Submission

The proposer shall submit six (6) written copies of the Proposal and, if possible, one (1) copy on computer disk. The CD must be a standard Microsoft Windows compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft Word. Please submit all Proposals to:

Kern County General Services Division
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M.** on September 28, 2011, at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly suggested that any proposers intending to hand deliver a Proposal on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the Proposal receipt deadline to receive a "test" time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any Proposal received at or after 11:00 a.m. will be returned unopened.

Only one (1) Proposal may be submitted from each proposer. For purposes of this RFP, a proposer is defined to include a parent corporation of the proposer and any other subsidiary of that parent corporation. If a proposer submits more than one (1) Proposal, all Proposals from that proposer shall be rejected.

RFP Proposals are not publicly opened.

G. Withdrawal and Submission of Modified Proposal

A proposer may withdraw a Proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A Proposal may not be changed after the designated deadline for submission of Proposals.

H. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFP become the property of the County. Any and all Proposals received by the County shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals.

Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. **Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.** The County reserves the right to refuse any Proposal that indicates the entire Proposal is confidential or proprietary. If any information or materials in any Proposal submitted is labeled confidential or proprietary, the Proposal shall include the following clause:

_____ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that _____ (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

Exhibit A

Project Background and Description

Proposals shall describe services and capabilities for the following scope of work:

(a) **On-Site Equipment:** Proposals shall include provisions for the equipment listed below, and/or any other equipment alternatives that may meet the needs of the KCSO. Bi-lingual options are required. Electrical needs and data connection requirements must be included for all equipment. Each terminal and kiosk must include an Uninterruptable Power Supply (UPS) that provides a minimum of 20 minutes back-up power to the equipment it is servicing. Equipment descriptions should be complete and include all available features. All network equipment installed on the Sheriff's Wide Area Network (WAN) must be approved by the Sheriff's Office Technology Services Section (TSS). The Sheriff's Office currently utilizes Nortel, Cisco, and Juniper switches and routers. The Sheriff's Office also utilizes Cisco ASA firewalls.

- 1) **Automated Payment Kiosks.** The hardened kiosks, both hardware and software, must be suitable for detention lobby environments and manufactured to withstand attempts of theft, vandalism and other forms of abuse. The kiosks must be:
 - Operational 24 hours per day 365 days per year except during pre-established periods of down-time
 - Able to accept cash and credit/debit card payments.
 - Off of the Sheriff's internal WAN, and utilizing a dialup or DSL connection (vendor supplied) to the vendor, or on the Sheriff's WAN but isolated with a vendor supplied, Sheriff managed firewall appliance.

All payment transactions must transfer in real time to the selected inmate accounts via the current vendor's commissary system. Currently, the KCSO utilizes the Keefe Commissary System.

At a minimum, Automated Payment Kiosks will be installed in the following locations:

- The Central Receiving Facility Jail Lobby
- The Lerdo Max-Med Facility Jail Lobby or other location determined by Lerdo Management
- KCSO Headquarters Building B Reception Lobby

- 2) **Automated Booking Kiosks.** The hardened kiosks, both hardware and software, must be suitable for jail booking environments and manufactured to withstand theft attempts, vandalism and other forms of abuse. A small footprint, about 18" square or smaller, is desired due to space limitations at each proposed location. The kiosks must accept all denominations of coins and cash up to \$100, print two detailed receipts of each transaction and transfer all transaction in real time to selected inmate accounts via the Keefe Commissary System.

At a minimum, Automated Booking Kiosks will be installed at the following locations:

- Two kiosks at the Central Receiving Facility (CRF) Inmate Reception Center (IRC).
- One kiosk at the Lerdo Max Med Facility booking area.

The County will prepare all sites with boxes and wire for 120 volt power and data to kiosks.

3) **Automated Counter-Top Swipe Terminals.** The terminals must be suitable for long-term constant use in order to avoid excessive downtime and replacements. The terminals should be capable of programming to serve different functions.

- Each KCSO Substation
 - Ridgecrest Substation
 - Mojave Substation
 - Kern Valley Substation
 - Rosamond Substation
 - Rosedale Substation
 - East Bakersfield Substation
 - Tehachapi Substation
 - Lamont Substation
 - Frazier Park Substation
 - Taft Substation
 - Buttonwillow Substation
 - Delano Substation
 - Wasco Station
- Property Room
- Other locations as determined by KCSO management.

4) **Lock Box Program.** The Lock Box program will allow inmate families to send cashier's checks, money orders and other acceptable forms of payments to the inmate. The lock box is managed by the vendor. The vendor will provide a post office box for these forms of payments to be sent. Those wishing to use the lock box system will mail checks directly to the vendor's post office box. Those checks sent to the KCSO will be forwarded to the vendor's post office box.

5) **Windows based Payment Services System.** The Windows based Payment Services System icon should be present on each KCSO department computer where point of service transactions need to be paid. For user security, the system would authenticate the logged in user against the Sheriff's Microsoft Active Directory security tables to alleviate the user from having another ID/password for this system. The employee would enter the appropriate information into the system and allow the client to swipe their credit/debit card to pay for services. This system will be used in all areas that have limited use not justifying the installation of a full service kiosk. Indicate if you have a

client, or your site supports access by mobile devices such as smartphones.

(b) **Off-Site Payment Programs:** Proposals should include provisions for the following programs or suitable alternative solutions. These programs must be capable of accepting credit/debit card payments that can be transferred to more than one account with the KCSO through the Payment Services System. Bi-lingual options are required.

1. **Online Web-based Payment Program.** The website must process credit/debit card payments of up to \$500 and transfer all transactions in real time to selected inmate accounts via the current vendor's commissary system. The website must have options for making payment to other accounts within the department such as fees for Sheriff Services. The website should have the same Kern County Sheriff banner as the Kern County Sheriff's Office internet website (www.kernsheriff.com).
2. **Telephone/Interactive Voice Recognition Payment (IVR) Program.** The program must process credit/debit card payment of up to \$500 and transfer all transactions in real time to selected inmate accounts via the current vendor's commissary system. The program must have options for making payments to other accounts within the department such as fees for Sheriff Services.

(c) **On-Site Equipment Ownership & Service:** The vendor will retain ownership of all hardware and software supplied during the term of the agreement. Proposals should include service schedules and all other relative details. All equipment must be serviced as often as necessary to ensure availability at all times. Minor adjustments in the service schedules are allowed as long as the revised schedule maintains an acceptable level of service. The contractor must make maintenance service available for out-of-order equipment 24 hours per day 365 days per year.

The vendor will provide a four-hour maximum response to out-of-order calls, 365 days per year. If a piece of equipment cannot be repaired, it must be replaced within 24 hours.

In the event a kiosk is vandalized to the extent that surface repairs are not feasible, the kiosk should either be repaired with new surface parts or replaced. Damaged and/or unsightly equipment must be repaired or replaced within a pre-established time schedule.

Cash must be removed by the vendor on a regular basis to prevent system failure.

The vendor must notify the KCSO when they notice a software failure. This notification shall be made within two hours and provide KCSO with the estimated repair time.

- (d) **Training:** Proposals shall include a complete description of the training to be conducted for KCSO staff. Training should include equipment operations and office administration concerning reconciliation and auditing of transactions and report usage.
- (e) **End User Fees:** Proposals shall include all possible fees to the end-user (the person making payment) for services listed above and any other services offered. Fee structures should be submitted using the following format. Additional information may be included if there is more than one set of fees to be considered, or the requested formatting is not appropriate.

Transaction Amount	Website	Phone-IVR System	Kiosk Credit/Debit	Kiosk Cash	Booking Kiosk	Debit Card Release	Other

- (f) **Fiduciary Responsibilities:** The vendor will process all monies. The vendor accepts full responsibility for all monies received. The vendor is responsible for the kiosks accepting counterfeit money. The vendor is responsible for all fraudulent credit/debit card transactions.

The vendor will transfer funds from their banking account to the appropriate KCSO banking accounts on a daily basis. Monies collected for Sheriff fees and services shall be deposited into a Sheriff’s General Funds Account. Monies received for Inmate Trust Account Services shall be deposited into the Inmate Commissary Account.

The vendor shall provide reporting capabilities that allow Sheriff’s Personnel to audit the system on a daily basis. These reporting capabilities shall meet accounting standards and be acceptable to the KCSO Financial Services Section Administrative Services Officer.

With regards to Inmate Trust Account Services; If the vendor finds a fraudulent transaction and the inmate is still in custody with a sufficient balance, monies may be recovered from that inmate by withdrawing the appropriate monies from his account. However, if the inmate is out of custody or in custody with an insufficient balance, the vendor will be unable to recoup its losses through the Sheriff’s Office.

- (g) **System Compatibility and Security:** All software systems must be fully compatible with the current vendor’s commissary system to allow consistent

transactions involving deposits and withdrawals in real time across all platforms. All transactions must be encrypted using current industry standard encryption protocols and best practices. The vendor must demonstrate that their systems have been in use for at least two years, in multiple locations, providing multiple types of transactions. The vendor must demonstrate the effectiveness of integrated security features across all platforms in order to maintain utmost privacy, data intrusion and fraud prevention for all parties, including the County, Vendor and end users and provide proof of achieving PCI compliance standards. The vendor is encouraged to provide video or still picture capability to assist with the apprehension of those involved in fraudulent activity.

Exhibit B

KERN COUNTY PROFESSIONAL SERVICES AGREEMENT MASTER TERMS AND CONDITIONS PPSA-004

THIS AGREEMENT is made and entered into this day of , 20 , by and between the COUNTY OF KERN, a political subdivision of the State of California, as represented by the **Kern County Sheriff's Office** (hereinafter "County"), and **[name of Contractor]** (hereinafter "Contractor"), whose principal place of business is at **[address]**;

Throughout this agreement and attachments, the terms Vendor, Consultant, Contractor and Proposer may be used interchangeably.

WITNESSETH:

WHEREAS

(a) Government Code Sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services; and

(b) The Kern County Sheriff's Office County's (hereinafter "Responsible County Department) requires those services which are specified in Exhibit A; and

(c) County desires to engage the services of a qualified firm ("Contractor") to provide said services and Contractor, by reason of his/her qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services on the terms set forth herein; and

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. **Services to be Rendered.** Contractor shall provide the services described in Exhibit "A" which is attached hereto and incorporated herein by this reference.

2. **Compensation to Contractor.** County shall compensate Contractor in accordance with the compensation selection(s) annotated on the Schedule. No additional compensation will be paid for secretarial, clerical support staff, overhead or any other costs incurred by Contractor pursuant to providing services to County.

3. **Reimbursement Policy and Billing Requirements.** All invoices for payment shall be submitted in triplicate in a form approved by the County based upon the payment schedule selected in Exhibit A and shall contain an itemization of all costs and fees broken down monthly (including an itemization of all travel expenses incurred if applicable) and also stated as a cumulative total. Invoices shall be sent for review and processing to the Responsible County Department. Contractor shall also provide an informational copy to the Purchasing Agent. Payment will be made to Contractor within thirty (30) days of receipt and approval of the invoice by the Responsible County Department.

4. **Term.** This Agreement shall be deemed in force as of the date first above written and shall remain in effect until , 2014, unless sooner terminated as hereinafter provided.

5. **Assignment.** Contractor shall not assign, sublet or transfer this Agreement, or any part hereof. Contractor shall not assign any monies due or which become due to Contractor under this Agreement without the prior express and written approval of the Purchasing Agent.

6. **Audit, Inspection and Retention of Records.** Contractor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Contractor shall permit County to audit, examine and make excerpts and transcripts from such records and to conduct audits of all invoices,

materials, records of personnel or other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

7. **Authority to Bind County.** It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, except as otherwise provided in the Agreement, has no authority to bind County to any agreements or undertakings.

8. **Captions and Interpretation.** Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

9. **Choice of Law/Venue.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

10. **Compliance with Law.** Contractor shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

11. **Confidentiality.** Contractor shall not, without the written consent of the Purchasing Agent, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this section shall continue to survive.

12. **Conflict of Interest.** Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. If it is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

13. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

15. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

16. **Indemnification.**

a. Contractor agrees to indemnify, defend 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 attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind of nature, which arise out of or are in any way connected with any act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal 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.

b. If any claim is asserted or action or proceeding brought against County which alleges that all or any part of the services or products in the form supplied by Contractor or County's use thereof, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, County shall give Contractor prompt written notice thereof. Contractor shall defend any such claim or action with counsel of Contractor's choice and at Contractor's expense and shall indemnify County for any costs, including reasonable attorney's fees and damages actually incurred by County in connection therewith, including steps County may take to avoid entry of any default judgment or other waiver of County's rights. County shall cooperate fully with and may monitor Contractor in the defense of any claim, action or proceeding and will make employees available as Contractor may reasonably request with regard to such defense, subject to reimbursement by Contractor of all costs and expenses occasioned by County's cooperation in such defense. This indemnity does not extend to modifications or additions to the services or products made by County or any third party without written consent of Contractor, or to any unauthorized use of the services or products by County. If the services or products are, in Contractor's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the services or products, Contractor shall within ninety (90) days:

1. Promptly replace the services or products with compatible, functionally equivalent and noninfringing services or products;

2. Promptly modify the services or products to make them non-infringing without materially impairing County's ability to use the services or products as intended.

3. Promptly procure the right of County to continue using the services or products; or

4. As a last resort, if none of the foregoing alternatives are reasonably available to Contractor and County is enjoined or otherwise precluded legally from using the services or products, Contractor will within 120 days of the judgment or other court action promptly refund to County all fees and costs paid for the services or products under this Agreement and amendments thereto whereupon this Agreement shall terminate. All licensed products will be disposed of as ordered by the governing court at the expense of Contractor or as determined by the County if the court does not so direct.

Upon completion of this Agreement, the provisions of this sub-section 19.b shall continue to survive.

17. **Insurance.** Vendor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Vendor's actions in connection with the performance of Vendor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Vendor shall not perform any work under this Agreement until Vendor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Vendor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Vendor shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the

maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Vendor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Vendor or County as an additional insured.

a. Workers' Compensation and Employers Liability Insurance Requirement B In the event Vendor has employees who may perform any services pursuant to this Agreement, Vendor shall submit written proof that Vendor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Vendor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Vendor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Vendor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered. Vendor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. Liability Insurance Requirements:

(1) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Vendor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Vendor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

(c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(2) The Commercial General Liability and Automobile liability Insurance required in this subparagraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided on ISO form CG 20 10 Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claimsmade basis, Vendor, at Vendor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Vendor must be endorsed to provide that the coverage shall

not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

e. If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a selfinsurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.

f. All insurance afforded by Vendor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.

g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

h. Failure by Vendor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Vendor. County, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Vendor, County shall deduct from sums due to Vendor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Vendor pursuant to this Agreement is insufficient to reimburse County for the premiums and any associated costs, Vendor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Vendor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

18. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. **Negation of Partnership.** In the performance of all services under this Agreement, Contractor shall be, and acknowledges that Contractor is, in fact and law, an independent contractor and not an agent or employee of County. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

20. **Non-Collusion Covenant.** Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Contractor has received from County no incentive or special payments, no considerations not related to the provision of services under this Agreement.

21. **Nondiscrimination.** Neither Contractor, nor any officer, agent, employee, servant or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements.

22. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

23. **Notices.** All notices required or provided for in this Agreement shall be provided to Kern County Purchasing Agent at the address indicated in the opening section of this Agreement and to the Contractor and Responsible County Department at the addresses indicated in the Schedule. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified herein above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed in Contractor's office, or the receptionist for the Kern County General Services Department.

24. **Ownership of Documents.** All reports, documents and other items generated or gathered in the course of providing services to the County under this Agreement are and shall remain the property of the County, and shall be returned to County upon full completion of all services by Contractor or termination of this Agreement, whichever first occurs.

25. **Representations.** Contractor makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

a. Contractor has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and

b. Contractor does not have any actual or potential interests adverse to County nor does Contractor represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and

c. Contractor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

26. **Rights to Contracted Products.**

a. For no additional fee or charge, products developed, prepared, generated or gathered by Contractor or Contractor's employees or subcontractors pursuant to this Agreement, but not including Contractor's original licensed software or administrative communications and records which shall remain the exclusive property of Contractor, shall be considered creative works for hire and shall be delivered to and become the exclusive property of the County and may be used by the County in any way it may deem appropriate. Contractor shall thereafter have no rights whatsoever in such products, except the right to use such products for the exclusive purpose of providing services to County under this Agreement, and Contractor shall not copy or disclose to any third party any such product or any portion thereof, except as is expressly set forth in this Agreement or by separate written agreement between the parties.

b. The ideas, concepts, know-how, or techniques developed during the course of this Agreement may be used by County in any way it may deem appropriate, so long as that use does not violate any term in this Agreement or any state or federal law or regulation.

c. Contractor or Contractor's assigned employees or subcontractors shall not publish or disseminate information gained through participation in this Agreement without specific prior review and written consent by the County.

d. Upon termination or expiration of this Agreement, Contractor shall immediately deliver to County all County owned programs and documentation developed pursuant to this Agreement. In addition, Contractor grants to County a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for County purposes, any Contractor owned program, including system software, utilized by Contractor in performance of this Agreement.

e. Upon completion of this Agreement, the provisions of this Section shall continue to survive.

27. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

28. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

29. **Sole Agreement.** This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

30. Termination.

30.1 **Termination With Cause.** Either party may terminate this Agreement in the event of a material breach by the other; provided, however, the termination for the breach of this Agreement will not become effective unless and until the party not in default, has given the other party written notice of breach, which notice shall state the general nature of the breach, and the party allegedly in default will thereafter have a period of thirty (30) days following the giving of said notice in which to remedy the default to the reasonable satisfaction of the other party.

30.2 **Termination Without Cause.** Either party may terminate this Agreement, without cause, upon thirty (30) days' prior written notice to the other party.

30.3 **Immediate Termination.** Notwithstanding the foregoing, County shall have the right to terminate this Agreement effective immediately after giving written notice to Contractor in the event County determines that Contractor does not have the proper credentials, experience or skill to perform the required services under this Agreement; or in the event that continuation by Contractor in the providing of services may result (i) in civil, criminal, or monetary penalties against County or KCSO, (ii) in the breach of any federal or state law or regulatory rule or regulation or condition of accreditation or certification, (iii) the loss of reputation by County or KCSO .

30.4 **Effect of Termination.** In the event of termination of this Agreement for any reason, County shall have no further obligation to pay for any services rendered or expenses incurred by Contractor after the effective date of the termination, and Contractor shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

31. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

32. **No Third Party Beneficiaries.** It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Contractor that any such person or entity, other than County or Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

33. **Security** The Contractor's employees (or any subcontractor or subcontractor employee) assigned to enter the detention facilities to service the electronic kiosks are required to submit to a security clearance performed by the KCSO at our expense. Additionally, each contract employee, subcontractor or subcontractor employee shall be required to sign a security and non-disclosure agreement. Further, if the Contractor, employee, subcontractor or employee is aware of any circumstance that would disqualify them from maintaining their security clearance they must immediately notify KCSO and the affected person's security clearance will be considered revoked at the time of the disqualifying act/omission. The Contractor's employees shall wear a KCSO issued access pass while they are in the facility. The employee must collect and return the pass at the end of each shift. Contractor's employees are required to comply with facility rules, including dress code requirements for persons entering detention facilities. The Contractor's employees must wear and display, in clear view, the appropriate company and personal identification. .

34. **Background Review** The County reserves the right to conduct a background inquiry of each Contractor that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a Proposal to the County the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

Exhibit C

Sample Agreement Acknowledgement

I, _____, have reviewed the sample agreement. I have no exceptions to form and substance.

Signature: _____

Date: _____

I, _____, have reviewed the sample agreement. I have exceptions to the substance and form of the following sections:

Signature: _____

Date: _____

Exhibit D

Sheriff's Office Fee and License Schedule

Service	New	Renewal
Adult Video	\$616	
Adult Business	\$2465	
Bingo License	\$50	
Bingo (one day)	\$15	
Cardroom Employee	\$100	
Cardroom License	\$1000	
Cardroom Tables	\$70,000	
Carnival	\$211	\$166
Circus	\$181	\$166
Commercial photo	\$80	\$40
Dance	\$100	\$30
Dance (one day)	\$20	
Food Peddler	\$25	
Fortune Teller	\$130	\$65
Itinerant Peddler	\$130	\$65
Junk Dealer	\$330	\$265
Locksmith	\$105	\$40
Loose Vehicle Parts	\$105	\$65
Massage Establishment	\$166	\$75
Massage Independent	\$136	\$75
Massage Trainee	\$55	
Massage Technician	\$55	
Street Vendor	\$130	\$65
Swap Meet	\$281	\$216
Taxi Cab Service	\$80	\$65
Taxi Cab Driver	\$65	\$40
Temporary Business	\$130	\$115
Weapon Dealer	\$130	\$65
Planning Review Fee	\$85	\$20
Explosives Permit	\$10	
CCW Gun Permit	\$66	\$10

Live Scan

\$10 to \$100