



INYO COUNTY PROBATION DEPARTMENT

COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

JACOB E. MORGAN
DEPUTY CHIEF

REQUEST FOR PROPOSALS ("RFP") FOR CONTRACTING FROM THE LICENSOR ITS WEB-BASED, LICENSED JUVENILE AND ADULT ASSESSMENT SOFTWARE PACKAGE, AND RELATED MAINTENANCE, CONSULTING AND STAFF TRAINING.

RFP-RNAS-15

The County of Inyo through its Probation Department, invites responses to an RFP for a web-based, licensed juvenile and adult probation assessment software package, maintenance, consulting, and staff training.

General Overview

- Those intending to submit a Proposal MUST submit a mandatory Letter of Intent. The Letter of Intent must be received by the Probation Department to the attention of: Alisa Lembke at 918 N. Main Street, Bishop, CA 93514, no later than 5:00 p.m., Wednesday, June 10, 2015. No postmarks, faxes or emails will be accepted.
- After submitting a mandatory Letter of Intent, a Proposal submitted in response to this RFP must be signed, dated, and received by the Probation Department at the address above, no later than 5:00 p.m. on the Closing Date, Tuesday, June 23, 2015. No postmarks, faxes or emails will be accepted.
- **One (1) original and three (3) unbound copies** of each Proposal must be submitted and clearly labeled as "Response to RFP-RNAS-15 for Assessment Software Package."
- For additional information, and to obtain a copy of this RFP, please contact Alisa Lembke at 760-872-4111. Alisa Lembke is the only County employee who can be contacted regarding this RFP.

Timeline

Release of RFP – Monday, June 1, 2015

Mandatory Letter of Intent Deadline – 5:00 p.m., Wednesday, June 10, 2015

Questions Deadline – 5:00 p.m., Wednesday, June 10, 2015

Answers Deadline – 12:00 p.m., Monday, June 15, 2015

Response Submission Deadline, aka Closing Date – 5:00 p.m., Tuesday, June 23, 2015

Tentative Evaluation of Responses Completed – Wednesday, June 24, 2015

Tentative Interview Date for Top Responder – Thursday, June 25, 2015

Bishop Office: 918 N. Main Street, Bishop, CA 93514
(760) 872-4111 · Fax: (760) 872-0931
Juvenile Division: 912 N. Main Street, Bishop, CA 93514
(760) 872-4005 · Fax: (760) 872-0930

Independence Office: 168 N. Edwards Street
P.O. Box T, Independence, CA 93526
(760) 878-0274 · Fax: (760) 878-0436
From Bishop: (760) 872-2705

PROGRAM OVERVIEW – RFP-RNAS-15

Request for Proposals for Probation Assessment and Case Planning Software Package

INTRODUCTION

The Inyo County Probation Department (“County”) invites responses to a Request for Proposals (“RFP”) for a web-based, licensed juvenile and adult Probation assessment and case planning software package, maintenance, consulting, staff training and quality assurance.

The County seeks an organization that can provide and administer web-based, licensed juvenile and adult Probation assessment and case planning software package, maintenance, consulting, staff training and quality assurance. This RFP will provide County staff (staff) a system that will assess an offender’s risk to reoffend based on information entered by staff about the offender, determine the offender’s top criminogenic needs, and provide automated case plans for staff to complete based on the results of the assessment. In addition, the assessment data will be used to report data outcomes and determine the needs of the entire population. The system flow must be built in a manner in which data electronically submitted from the County’s case management system will be processed by the assessment software as described with results electronically returned and updated to the case management system in a real-time, on-demand fashion.

DEFINITIONS

For the purposes of this RFP process, the following definitions apply:

Contract means the written agreement between the County and the Responder selected to provide an assessment software package for the Inyo County Probation Department.

Respondent means the person(s) or entity entering into the Contract to provide a Probation assessment software package for the Inyo County Probation Department.

Data means information initially in the possession of County identified herein or in any attachment hereto relating to probationers and other individuals within the criminal justice system that may include such elements as may or may not be deemed to be personal information.

Materials means programs, program upgrades, source code, object code, executable code, website, functional systems, ideas, inventions, procedures, technology, research, marketing, memoranda, discs, diskettes, devices and information and documentation of same.

Proposal means the written submission to the County in response to this RFP.

Quality Assurance means the ability to assist with determining the accuracy and validity of the assessments created and completed by staff, including a review of data elements and training for staff.

Responder means any person or entity submitting a Proposal.

RFP means this invitation to submit a Proposal for a Probation Assessment Software Package for the Inyo County Probation Department.

Site means the web address or URL, using either a name or IP address that denotes the location of the Hosted Application.

Software means the Enterprise and/or Hosted Application, including, but not limited to, all code, source code, database(s), database structure(s), designs, functions, features, interfaces, screens, graphs, graphical representations, formulas, algorithm(s), third-party tools, tool kits, files, folders, updates, propagations, patches, versions, and assessment instruments and questionnaires.

System means the entire environment in which the software operates, including but not limited to, all hardware and software that in any way affect the way in which the software operates, i.e., connectivity, speed, and reliability.

CMS means the County's case management system.

BACKGROUND AND PURPOSE

This RFP seeks to identify an organization that can provide an integrated web-based software package that will determine the risk to reoffend and top criminogenic needs of juvenile and adult offenders based on information entered by staff or pulled from the County's case management system. In addition, the software will have the ability to produce electronic case plans and data reports for the elements of the assessment and case plans. The organization will also provide consulting and staff training related to the use of the software and the assessment tool and ability to consult or provide quality assurance data and training for staff.

FUNDING AND TERM

Funding for this program will be provided by County. The anticipated funding period for a Contract will be from the date of signing through June 30, 2015. Should funding continue to be available, at the discretion of the County, the Contract funding period may be extended each year for a one (1) year term beginning July 1 and ending June 30. Exercise of the option to extend the term of the Contract will be based on continued funding, the results of an evaluation of service, the progress of the Contractor in developing and implementing the service as prescribed in the Contract, and the County's subjective satisfaction with the Contractor's performance. The County is not obligated to exercise any option to extend the Contract. The County has sole discretion to exercise any extension of the term of the Contract.

POPULATION TO BE SERVED

Probation currently supervises approximately 700 offenders in the adult programs. Offenders are assessed to determine their risk level and the factors that increase the likelihood they will continue to commit crimes (criminogenic needs). Criminogenic needs consist of: criminal thinking; criminal associates; antisocial personality; antisocial behavior; lack of employment/financial stability; lack of family or significant relationships; inadequate educational attainment; and, substance abuse. Once the criminogenic needs of an offender are determined, the offender is referred to services that address them.

The caseload in the juvenile programs is approximately 50. These programs assess offenders for the areas that contribute to the behaviors and the level of risk for the juvenile to be placed outside of the home. Case plans are developed with the offender and their parents to address these areas.

The ability to most accurately determine the risk level of juvenile or adult offenders as well as the top criminogenic needs will help Probation Officers identify the services that should be provided to the offenders on their caseload and give them direction about the best way to address the offenders when interacting directly with them. In addition, the Probation Department will use the data from the system to determine the overall need to change or implement new programs, services, and treatment for supervised offenders.

PROGRAM REQUIREMENTS & SCOPE OF WORK

County staff must rely heavily on software systems to provide accurate risk and needs information about the offenders they supervise based upon criminal history as well as background and current information entered by staff into the system. The reports received by staff are the guide for proposed supervision levels and are used to identify individual offender treatment and program needs. Data gleaned from the system is also used to determine short and long-term treatment and service goals for the Probation Department and the County.

The successful Responder will be the one most able to meet the following goals and objectives:

1. Provide a hosted solution that allows access from a standard Web Browser that includes library of risk and needs instruments, specifically an evidence based assessment tool used to assess adult offenders' risk to reoffend and determine top criminogenic needs with respective automated case plan; an evidence based assessment tool used to determine the protective factors and risk needs of juvenile offenders with a respective automated case plan; Reentry and Jail/Prison Intake Tools; an evidence based Detention Release Tool for juvenile facilities; Prison Rape Elimination Act (PREA) risk assessment tool for juvenile facilities; and, a program that takes data from multiple sources and allows you to report against that data set. This solution must, at minimum, be compatible Internet Explorer 8 and ensure compatibility with new versions of Internet Explorer as they are released.
2. Provide on-going availability for tool, case plan, and Motivational Interviewing (MI) training by a qualified staff.
3. Provide on-going technical support.
4. Provide on-going updates with research.
5. Provide on-going review (at least yearly) of business rules to determine if they are meeting standards of Evidence Based Practices (EBP).
6. Provide automated case plan training.
7. Transfer historical data from County's current Probation Assessment and Case Management system (Assessments.com).
8. Provide backup procedures and safeguards for any data stored on the provided system.
9. Provide real time, on-demand bidirectional data integration with CMS to auto populate the Assessment tools and capture resulting analysis within CMS.
10. Provide Continuous Quality Improvement (CQI) plan with the Management team.
11. Provide the ability to customize the system to include additional tools implemented by the County.
12. Provide a program that takes data from multiple sources and allows you to report against that data set that accesses, standard reports and training to run reports and provide statistical information.
13. Provide support with internal booster training - either trainers, curriculum, and/or training/test site for CQI.
14. Allow electronic signatures.
15. Provide the option of sending case plans to offenders via an encrypted email to offenders.

PERFORMANCE/OUTCOME MEASURES AND EVALUATION

As part of the process used to select the winning Respondent, the County will assess the methods whereby a Responder intends to measure and evaluate the extent to which the services to be provided have actually been delivered. Those methodologies must be included in the Proposal.

Examples of such methodologies include, but are not limited to, sample work plans, timetables for targets, training materials, evaluations by the recipients of services, a schedule for self-evaluations, and a schedule of County evaluations.

RFP PROCESS, PROPOSAL FORMAT & GENERAL INFORMATION

A. LETTERS OF INTENT

1. Responders are **required** to submit a **mandatory sealed** Letter of Intent (see **Attachment A**). The Letter of Intent must be received no later than 5:00 p.m., on Wednesday, June 10, 2015, at:

Inyo County Probation Department
Attention: Alisa Lembke
918 N. Main St.
Bishop, CA 93514

2. The Letter of Intent demonstrates intent to participate in the RFP process, but does not compel submission of a Proposal. **However, only those Responders who submit a timely Letter of Intent will have their Proposal considered. Postmarks, faxes or emails will NOT be accepted.**

B. SUBMISSION OF PROPOSALS

1. A Responder may submit more than one Proposal. Each Proposal must be submitted in a separate, **sealed** envelope, plainly marked "Response to RFP-RNAS-15 for Assessment Software Package" and must be delivered to:

Inyo County Probation Department
Attention: Alisa Lembke
918 N. Main St.
Bishop, CA 93514

2. **Proposals must be received on or before 5:00 p.m., Tuesday, June 23, 2015. Late Proposals will not be considered. Each Proposal must include one (1) original and three (3) unbound copies of the Proposal. County may, in its sole discretion, determine that a Proposal is non-responsive if the proper number of copies are not included and may result in rejection of the Proposal. Postmarks, faxes or emails will **NOT** be accepted.**
3. A Proposal may be withdrawn by written request received from the Responder prior to the Closing Date.

4. Responder warrants and represents that the information and costs provided for in their Proposal will remain unchanged for 90 days after the Closing Date. Responder acknowledges that County will be relying on the information contained in their Proposal. Proposals submitted shall contain the Responder's best and final offer. No modifications of Proposal price will be accepted after the Closing Date, Tuesday, June 23, 2015, at 5:00 p.m.
5. If the County receives only one Letter of Intent, the County may, at its sole discretion, enter into negotiations with that Responder, including but not limited to, requiring a Proposal.

C. PROPOSAL FORMAT & CONTENT

1. Each Proposal must include the following:
 - a. A Statement of Experience, see **Attachment B**.
 - b. For Proposals by individuals, a current resume or curriculum vitae for each individual.
 - c. A description of the proposed service, including but not limited to:
 - (1) A description of each of the services to be provided;
 - (2) A description of the personnel to be used in providing each of the services;
 - (3) A description of the particular results to be achieved by each service; and
 - (4) A rate schedule. The required format for the budget is included with this RFP as **Attachment D**.
 - d. A schedule/timeline for the implementation of each element of the services to be provided as identified in the Proposal.
 - e. Copies of insurance policies, binders, or certificates evidencing the following insurance coverage:
 - (1) Comprehensive general liability (including auto and non-owned auto, bodily injury and property damage): \$1,000,000 combined single limit;
 - (2) Workers' Compensation: Statutory levels; and
 - (3) Errors and Omissions: \$1,000,000 combined single limit.
 - f. A certification that all statements in the Proposal are true and an acknowledgment that if the Proposal contains any false statements, the County may declare the Contract made as a result of the Proposal to be void.

D. LOCAL AND SMALL BUSINESS ENTERPRISE CONTRACTING PREFERENCE

This project is subject to Inyo County Ordinance No. 1156, An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 6.06 to the Inyo County Code to Provide Contracting Preferences for Local and Small Businesses, which is included in the bid package. The County will award the Contract to a responsive and responsible Bidder submitting the lowest Bid and meeting the needs of the Probation Department, as subject to Inyo County Ordinance No. 1156 (a copy of this Ordinance is included in this Request for Proposals). The lowest bid shall be the lowest of the bid prices on the basis of the total base bid. The County

reserves the right to add or deduct from the contract any of the additive or deductive items after the lowest responsible bidder has been determined. Further, if additive or deductive bid items are so included, the County reserves the right to, and shall, award the Contract for the amount of work which the County, in its sole discretion, determines at the time of award to be in the County's best interest.

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL VENDOR"
 YES _____ NO _____ (If "yes", please complete the Affidavit of Eligibility form, **Attachment C**).

E. EVALUATION CRITERIA AND PROCEDURE

1. The Contract, if awarded, will be awarded to the Responder submitting the Proposal deemed, by the County, in its sole discretion, to be in the best interest of the County. The County is not required to enter into a Contract with the particular Responder who submits the least costly Proposal.
2. Failure to fully comply with all of the requirements of this RFP and to provide all requested information may result in the Proposal being rejected and given no consideration. The determination of compliance with the terms and conditions of this RFP will be in the County's sole judgment and its judgment will be final and conclusive.
3. Should more than one Responder submit a Letter of Intent and a Proposal, the following evaluation process may be used to select the Contractor.

	Points
Technical Approach/Understanding of Project	40
Originality/Effectiveness of Responder's Approach to Providing Project Services	15
Responder's Background and Experience in Performing Similar Projects	25
Performance Measures/Program Evaluation	10
Budget and Budget Narrative	<u>10</u>
Total Points	100

4. After receiving the Proposals, the County may schedule interviews at its sole discretion with some or all of the Responders, and may establish a ranked list of the Responders evaluated. The Responder receiving the highest ranking may be asked to enter into the Contract negotiation stage.
5. If an agreement to enter into a Contract cannot be reached with the Responder receiving the highest ranking, then the negotiations with that Responder will be terminated. Negotiations may then be opened with the next ranked Responder and the process repeated, or the County may elect at any time to reject all submitted Proposals and terminate this RFP process. Once negotiations with a particular Responder are terminated, the County will not reopen negotiations with that Responder.
6. Notwithstanding anything to the contrary in this RFP, the County reserves the right to award the Contract to the Responder(s) whose Proposal is determined by the County, in its sole discretion, to be in the best interest of the County. The County is not required to award the Contract to the Responder that submits the least costly Proposal. Furthermore, the County reserves the right to award one or more Contracts to one or more Responders as a result of this RFP.

7. If a Responder is selected and a Contract is negotiated with that Responder, the County shall issue a written Notice of Intent to Award a Contract to each Responder that submitted a Proposal. The County shall consider any protest or objection to the Contract award pursuant to this RFP, provided that it is submitted in writing and received by the County's contact person at the address listed in this RFP within 10 calendar days of the date stated on the County's written Notice of Intent to Award a Contract. The protest shall identify all bases on which the protest is based. Any protest or objection will be considered and resolved by the Chief Probation Officer in his/her sole discretion and whose decision shall be final and conclusive. The Contract may be executed by the County after the expiration of the time period to protest or object, or after a final decision on any protest or objection, whichever is later.

F. USE AND DISCLOSURE OF PROPOSALS

1. The County reserves the right to retain all Proposals that are submitted and to use any ideas in a Proposal regardless of whether a Proposal results in a Contract to provide the service. All Proposals will become the sole property of the County.
2. After the County issues a Notice of Intent to Award a Contract, or the County issues a Notice of Termination of RFP, all Proposals and related documents become a matter of public record, with the exception of those parts of a Proposal that are clearly designated as business or trade secrets, as that term is defined by statute, and marked as "confidential" or "proprietary." County shall not in any way be liable or responsible for the disclosure of any Proposal, or party thereof, if disclosure is required by the Public Records Act (Government Code Section 6250, et. seq.) or pursuant to law or legal process. By submitting a Proposal, a Responder agrees to save, defend, keep, hold harmless, and fully indemnify the County, its elected officials, officers, employees, agents, and volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise for not disclosing a business or trade secret pursuant to the Public Records Act or other law or legal process.
3. Initiation of this RFP does not commit the County to finalize a Contract with a Responder, to enter into a Contract with the Responder submitting the least costly Proposal, or to pay any costs associated with the preparation of any Proposal.
4. Notwithstanding any other provisions, the County reserves the right, in its sole discretion, to:
 - a. Accept or reject any or all Proposals, or any part(s) thereof;
 - b. Reject any Proposal for failure to submit the Proposal in conformity with the requirements, or the terms and conditions, of this RFP;
 - c. Waive any informalities or irregularities in a Proposal, or to waive any deviations from the requirements, or terms and conditions of this RFP, if deemed to be in the best interest of the County;
 - d. Negotiate with a Responder or Responders; or
 - e. Terminate the RFP process.
5. Any Responder submitting a Proposal understands and agrees that submission of his/her/its Proposal shall constitute acknowledgment and acceptance of, and intent to comply with, all the requirements, and terms and conditions of this RFP.

6. The County shall not be liable for, and by submitting a Proposal the Responder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the requirements, or terms and conditions, of this RFP, or because of any misinformation or lack of information.
7. In the event it becomes necessary to revise any part of this RFP, an addendum will be provided by US Mail to those individuals and entities that submitted a Letter of Intent.
8. Those submitting proposals do so entirely at their expense. There is no expressed or implied responsibility on the part of the County to reimburse responders for any expenses incurred for preparing or submitting proposals, providing additional information when requested by the County, or participating in any selection interviews.

G. INQUIRIES

1. To make inquiries regarding this RFP, Responders are directed to contact

Inyo County Probation Department

Attention: Alisa Lembke

918 N. Main St.

Bishop, CA 93514

Phone: 760-872-4111 Fax: 760-872-0930 E-Mail: alembke@inyocounty.us

2. Any Responder who attempts to influence the RFP process by interfering or colluding with other Responders and/or with any County officer, employee, or agent; or who deviates from the RFP process as set forth in the requirements, or terms and conditions, of the RFP, may be disqualified at any time from further participation in the RFP process. Responders may contact only the individual identified above and are specifically directed not to contact other County officer, employee, or agent on any matter related to this RFP. Failure to comply with the preceding sentence may result in a Responder being barred from consideration under this RFP. No questions regarding this RFP will be answered by other County officers, employees or agents.
3. Questions to County shall be submitted in an E-mail to the individual listed above. Answers will be provided during and after the Responders Conference to all known potential Responders. After the Responders Conference, answers will only be provided to Responders who have submitted a timely Letter of Intent. The answers will be sent to the E-mail address listed in the potential Responder's Letter of Intent. The County will not respond to any questions submitted after 5:00 p.m. on Wednesday, June 10, 2015. Answers will be provided no later than 12:00 p.m. on Monday, June 15, 2015.

H. CONTRACT INFORMATION

If the County chooses to fund and proceed with the Assessment Software Package Proposal, it will enter into a Contract with the selected Responder. The County intends to use its standard Personal Services Agreement (PSA), attached to this RFP as a template for the Contract. Certain terms of the County's standard PSA template are subject to negotiation and completion once the successful Responder(s) is/are selected. The County may, in its sole discretion, agree to modify a term that is otherwise not subject to negotiation.

ATTACHMENT A

LETTER OF INTENT

(Due No Later Than 5:00 p.m., Wednesday, June 10, 2015)
(Postmarks, Faxes, or Emails Will Not Be Accepted)

TO: Inyo County Probation
Attention: Alisa Lembke
918 N. Main St.
Bishop, CA 93514

RE: Request for Proposals ("RFP") RFP-RNAS-15, Assessment Software Package, to purchase from the Licensor its web-based, licensed juvenile and adult assessment software package, maintenance, consulting, and staff training

This is to inform you that it is the intent of the undersigned to submit a Proposal in response to the RFP to provide

AGENCY/INDIVIDUAL NAME: _____
(Please print)

ADDRESS: _____
(Street or Mailing) (City, State, ZIP)

TELEPHONE NUMBER: _____
(Area Code)

PRIMARY CONTACT EMAIL ADDRESS (REQUIRED): _____

FAX NUMBER: _____
(Area Code)

By my signature, I hereby represent that I have authority to execute this Letter of Intent and to bind the party on whose behalf execution is made.

DATED: _____
(Due Wednesday, June 10, 2015)

SIGNATURE: _____

ATTACHMENT B

RFP-RNAS-15 - Assessment Software Package – June 23, 2015

STATEMENT OF EXPERIENCE

SECTION A

Business Name: _____ Phone: _____

Address: _____

City: _____ State: _____ ZIP: _____

Business Status:

Non Profit Corporation Corporation General Partnership Limited Partnership

Sole Proprietorship Other: _____

Name and title of officer or owner authorized to sign this Proposal and any Contract with the county that may result.

Name: _____ Title: _____

SECTION B

Number of years in business under present business name: _____

Other Business Name(s): _____

Number of years under prior name: _____

SECTION C

Number of years of experience providing required, equivalent, or related services: _____

SECTION D

Contracts completed during the last five years:

Year	Services	\$ Amount	Location	Contracting Agency
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

(Add additional pages if needed)

ATTACHMENT B

RFP-RNAS-15 - Assessment Software Package – June 23, 2015

STATEMENT OF EXPERIENCE

SECTION E

Have you, or your agency failed or refused to complete a Contract? Yes No

If yes, explain: _____

(Add additional pages if needed)

SECTION F

Do you or your agency hold a controlling interest in any other organization, or is this agency or business owned or controlled by another organization or agency? Yes No

If yes, explain: _____

(Add additional pages if needed. Section F does not apply to government agencies.)

SECTION G

Do you, or does your agency, hold or have a financial interest in any other business? Yes No

If yes, explain (unless you are the individual personally performing contracted services or a governmental agency):

(Add additional pages if needed)

SECTION H

Names of persons with whom you or your agency has been associated in business as partners or business associates in the last five years. (Governmental agencies are exempt)

(Add additional pages if needed)

ATTACHMENT B

RFP-RNAS-15 - Assessment Software Package – June 23, 2015

STATEMENT OF EXPERIENCE

SECTION I

Explain any litigation involving you, your agency, or any principal officer(s) thereof:

(Add additional pages if needed)

SECTION J

Provide a description of experience in the services to be provided, and the experience of principal individuals who will be performing services.

(Add additional pages if needed)

SECTION K

List of major equipment to be used for the direct provision of services:

(Add additional pages if needed)

SECTION L

Please attach a copy of your most recent audited financial statement, for a fiscal period not more than 18 months old at time of submission, by an independent certified public accountant.

See California Department of Social Services, Manual of Policies and Procedures, Section 23-610 (c) (15)(L) for full details of this requirement.

SECTION M

Please attach a copy of the most current financial statement.

Do you or your agency agree, at the request of the County, to provide letters of credit, and guarantor letters from related entities? Yes No

ATTACHMENT B

RFP-RNAS-15 - Assessment Software Package – June 23, 2015

STATEMENT OF EXPERIENCE

SECTION N

Please provide a list of commitments, and potential commitments which may impact assets, lines of credit, guarantors letters, or otherwise affect your or your agency's ability to perform.

(Add additional pages if needed)

SECTION O

If the nature of the services requires business or professional licenses, are such licenses held by you and/or your agency and its staff? Yes No

Please list each required business or professional license:

License Number	Type	Expiration Date
----------------	------	-----------------

SECTION P

Do you and your agency agree to provide additional information as required by the County to make an informed determination of qualifications? Yes No

SECTION Q

Do you and your agency agree to permit the County, State and Federal governments to audit financial and other records pertinent to the services to be provided? Yes No

By signing this Statement of Experience, you are certifying that all information provided on this form and contained within your Proposal is true, and you acknowledge that if the Proposal contains any false statements, the County may declare any Contract or agreement made as a result of the Proposal to be void.

Signed: _____ Date: _____

Title: _____

ATTACHMENT C

AFFIDAVIT of ELIGIBILITY County of Inyo Local Business Verification Form

In order to claim Local Business status pursuant to Chapter 6.06 of the Inyo County Code, Contracting Preferences, you must complete, sign, and submit this form demonstrating compliance with all three (3) local business qualifying criteria below at the time you submit your bid. The County may request additional information. Failure to provide this information may cause your bid to be disqualified from receiving local contracting preferences. Providing inaccurate information may cause your bid to be disqualified. **Please note, pursuant to Chapter 6.06, Local Business status only provides purchasing and/or contracting preferences in certain circumstances as described in the Ordinance and in the specific requests for bids or proposals issued by the County.**

Name of Business: _____
Telephone Number: _____
Bid/Proposal Name: _____

Name of Person Completing This Form: _____
E-mail Address: _____

1. Business Location

In which county is your business located?

Provide the street address in Inyo or Mono County where your business's headquarters, distribution point, or locally-owned franchise has been located for the past six months. If no street address is available, provide a detailed enough description of where the business is located to allow a determination that the business is within Inyo County or Mono County. If your business has changed locations within either Inyo County or Mono County, but not between counties, in the past six (6) months, provide both the old and new street addresses and locations.

Address _____
City _____ State _____ Zip _____

Is the business identified above: a Headquarters? A Distribution Point? A Locally-Owned Franchise? [circle all that apply]

2. Business License

Is your business required to hold a business license by government jurisdiction located in Inyo County? Yes No [circle one]

If yes, please identify the jurisdiction(s) requiring the license(s), and attach a copy of each license to this form.

3. Employment / Ownership

Provide the name and street address of one full-time (40-hour or more per week) employee employed by your business who resides in Inyo County. Or, provide the names and street addresses of two (2) part-time (less than 40-hours per week) employees employed by your business and who reside in Inyo County.

Name _____	FT, PT, or % Share [circle (click) one] _____	Name _____	FT, PT, or % Share [circle (click) one] _____
Address _____		Address _____	
City, State, and ZIP _____		City, State, and ZIP _____	

Alternately, if your business has no employees, use the space above to provide the name(s) and street address(es) of one or more owners of the business whose primary residence is located in Inyo County and whose share or shares in the company equal fifty-percent (50%) or more of the company.

Note: If your business is a local business located in Mono County, provide the information above showing Inyo or Mono County addresses.

4. Certification:

Please sign and date the form. By signing the form, you are acknowledging you have read and understand the criteria as defined under Chapter 6.06. Furthermore, you swear and affirm under penalty of perjury that the above information contained herein is true and correct and that the licensee listed above is qualified and eligible to receive a local preference under the Inyo County Ordinance, Chapter 6.06.

Signature _____ Date _____

Inyo County Purchasing Department 224 N. Edwards Street P.O. Box Drawer N Independence, CA 93526 (760) 878-0398

ATTACHMENT D

RFP-RNAS-15 - Assessment Software Package – June 23, 2015

RATE SCHEDULE

At a minimum include definitions and proposed rates/fees, including the methodology used to determine the proposed rates/fees, for the following:

- License Maintenance
- Software Implementation
- Software Integration
- Software Customization
- Training
- Quality Assurance
- Consulting

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the _____ services of _____ of _____ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees set forth as Attachment B, attached hereto and by reference incorporated herein.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed _____ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. Unless expressly provided for in the Schedule of Fees (Attachment B), County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Unless expressly provided for in the Schedule of Fees (Attachment B), responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor. Any supplies, equipment, vehicles, materials, etc. paid for by County under this Agreement are the personal property of County.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, employees, and volunteers, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of

County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. 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. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, employees, and volunteers are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, employees, or volunteers. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, volunteers, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation,

examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, employees, and volunteers shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, employees, and volunteers shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) (Amendment).

17. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

22. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo

_____ Department
Street
City and State

Contractor:

_____ Name
Street
City and State

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, _____.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** _____

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

Consultant 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and 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 or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
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.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, 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 consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant 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 Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
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.**
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 Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.