

Lassen County Sheriff's Office  
Request for Proposal  
Inmate Commissary Services



John McGarva, Lieutenant  
1415 Sheriff Cady Lane  
Susanville, CA 96130

**Proposal due October 3, 2019 at 4:00 p.m.**

## TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
Profile	3
Schedule of Events	4
Proposal Assistance Information	4
Format of Proposal	5
Section I: Transmittal Letter	5
Section II: Overview	5
Section III: Management	7
Section IV: General Information	8
Section V: General Conditions	9
Section VI: General Requirements	14
Section VII: Cost	16
Section VIII: Identification of Subcontractors	16
Section IX: Model of Contract/Insurance	16
<u>ATTACHMENTS</u>	
Exhibit A           County Contract	21
Attachment I        Insurance	23
Attachment II       Scope of Work	26
Attachment III      Terms and Condition	27
Attachment IV       Professional Credentials	31
Attachment V        Business Associate Addendum	32

**PROPOSAL PURPOSE**

The Lassen County Sheriff’s Office (“Lassen County”) invites responses to this Request for Proposal (“RFP”) from qualified, experienced Vendors who can provide reliable, cost effective Inmate Commissary Service solution which meets the requirements described in this RFP at the following facilities:

Lassen County Jail  
1405 Sheriff Cady Lane  
Susanville, CA 96130

Lassen County is seeking an experienced vendor to provide Inmate Commissary Services at the Jail. Vendor shall provide Inmate Commissary Services to the in accordance with the requirements and provisions set forth in this RFP.

**COUNTY PROFILE**

Lassen County was incorporated in 1864. Susanville serves as the county seat. The legislative body is a five member Board of Supervisors elected by district. A County Administrative Officer, appointed by the Board of Supervisors, administers County business.

Lassen County encompasses approximately 4,500 square miles. Agriculture, outdoor recreation, and plus 2 state prisons and a federal prison, are the County’s major economic contributors. The current estimate of population is 34,000. Susanville, the county seat, is the only incorporated city in the county.

**JAIL PROFILE**

The Lassen County Sheriff is responsible for operation of the jail. The county jail is a type II facility housing both pre-trial and sentenced inmates. The rated capacity of the county jail is 214.

Inmate Population - the average daily population is reflected for the past five years as follows:

2014--106  
2015--88  
2016--101  
2017--95  
2018--124

The jail currently houses inmates in both pod and dorm style units. The Special Housing Unit comprises two dorms housing medium inmates, six lower pods with both single and double bunk cells. The pods range from housing three (3) to seven (7) inmates. There is a mezzanine level comprising 20 double bunk cells and a large open dayroom comprising the length of the tier. Two large dormitories housing 32 inmates and two large dormitories house 40 inmates each make up the rest of the housing area of the facility

## **SCHEDULE OF EVENTS**

Issuance of RFP	August 13, 2019
Tour of facilities	September 12, 2019
Q & A Closed	September 27, 2019
Proposals due	<b>October 3, 2019 at 4:00 P.M.</b>
Vendor selection	15 to 30 days after the proposal due date (as determined by County)
Contract approval	15 to 30 days after vendor selection (as determined by County)
Services begin	90-120 days after contract approval (as determined by County) but no later than February 1, 2019.

## **PRE-PROPOSAL ASSISTANCE**

Questions and County responses shall be posted to Lassen County's website at [www.lassencounty.org](http://www.lassencounty.org) and will be visible to all potential respondents. Questions must be e-mailed to [jmcgarva@co.lassen.ca.us](mailto:jmcgarva@co.lassen.ca.us) and will be posted to [www.lassencounty.org](http://www.lassencounty.org) with the question and county response. This is to assure the question is interpreted correctly and the benefit of the response available to all potential respondents.

John McGarva will serve as the County's contact person for this project. Submit questions and inquiries in writing via e-mail no later than **5:00 p.m., September 27, 2019.**

If and when appropriate, an addendum to this solicitation will be published. Contractor is responsible to incorporate any addenda into their proposal.

Vendors interested in participating in the proposal process are advised not to contact members of the Lassen County Board of Supervisors or any other Lassen County employees.

## **PRE-PROPOSAL MEETING**

Vendors interested in submitting a proposal should plan to attend a meeting to be held at the Lassen County Sheriff's Office, at 1415 Sheriff Cady Lane, Susanville, CA on **September 12, 2019 at 10:00am.** This meeting will provide prospective respondents with an opportunity to tour the Jail facility including housing areas and to ask questions and receive more detailed explanations and information on issues of interest and concern. Attendance is not mandatory to submit a proposal.

## **SUBMITTAL OF PROPOSAL**

One electronic proposal and five (5) printed copies to:

John McGarva, Lieutenant  
Lassen County Sheriff's Office  
1415 Sheriff Cady Lane  
Susanville, CA 96130  
jmcgarva@co.lassen.ca.us

Each proposal must be signed by an official authorized to bind the Vendor to its provisions.

*Lassen County is not liable for any costs incurred by any Vendor in preparation of their proposal in response to this Request for Proposal.*

## **FORMAT OF PROPOSAL**

Each proposal shall include the following:

### **Section I. TRANSMITTAL LETTER**

This shall be a brief introductory letter providing the following information:

1. The full name and address of your firm and, if applicable, the branch offices or subordinate element that will perform or assist in performing the work hereunder.
2. Name, title, telephone number and email address of the contact person for the respondent.
3. Statement that the proposal is in response to this RFP.
4. Signature and typed name and title of the individual who is authorized to commit the respondent to the proposal.
5. Assurance of firm's ability to comply with County's model contract and insurance requirements as disclosed in Exhibit A.

### **Section II. OVERVIEW**

Respondents should submit proposals which are clear, comprehensive and fully descriptive to enable the County to make a sound and objective evaluation of respective qualifications and capabilities and of respective services and methodologies, support systems, and commitments.

The Vendor shall be the sole supplier and/or coordinator of all Inmate Commissary Services affecting the Lassen County Jail and, as such, shall have the authority and responsibility for the implementation, modification, and/or continuation of any and all Inmate Commissary Services for the Jail.

This portion of the proposal submission must address each of the items listed below:

1. Introduction

a. Company Profile:

- i. Date organized to provide inmate commissary services.
- ii. Corporate Experience:
- iii. Number of years doing business
- iv. Number of years providing services in California
- v. Number of current operations/contract services
- vi. Organization Structure (include chart):
  1. Span of Control, levels of management
  2. Structure of national or local supervision
  3. Number of employees
- vii. Describe Current Contracts:
  1. Client
  2. Date of original contract
  3. Type/size
  4. Name of facility
  5. Contact person, phone number and address
- viii. Identify the three (3) most recently lost or terminated contracts
- ix. Legal:
  1. Description and disposition of any and all civil litigation involving the company, contractors and/or subcontractors pending or actual in any form, including all instances where your organization was named a defendant and/or indemnified or defended an entity or whom your organization furnished inmate commissary services during the past five years.
  2. Furnish the number of investigations per year, over the past five years, by any state, federal or local licensing agency and the results of said investigation(s). E.g. sustained or sustained allegations, and fines imposed, etc.
- x. Operating Procedures:

1. Have effective written procedures; describe and provide example.
  2. Purchasing, by headquarters and/or at local level.
  3. Accounting approach plus degree of audit and cost analysis support for local level.
  4. Invoicing and payment, from headquarters or local level.
  5. Frequency of communications and visits to local sites.
- xi. Company achievements in providing inmate commissary services.
- xii. Portfolio listing contact information of references for vetting purposes.

## **SECTION III. MANAGEMENT**

### **3.1 Personnel**

In this section respondents shall discuss the following topics:

- A. Recruitment Practices
- B. Equal Employment Opportunities
- C. Background Check Requirements (if any)

### **3.2 Vendor References:**

- A. Provide a list of agreements not renewed, lost or prematurely cancelled in the last five (5) years.
- B. If applicable, include the reason for non-renewal and/or cancellation(s) of the agreement(s). A response indicating this information is confidential and/or proprietary will be considered an Exception.
- C. Provide a list of entities who have notified Vendor of additional commissions owed within the last three (3) years and the status of resolution of those claims. A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.
- D. Provide three (3) client references for facilities where Vendor provides the services comparable to the requirements in their RFP. The references provided must be currently under contract with Vendor and have been operating under that contract for at least six (6) months. The references may be contacted at any time during the RFP process. Vendor shall ensure updated references and accurate contract information is provided.
- E. Provide the following information for each reference: Facility name, Facility address, contact name, contact title, telephone number and email address, average daily population (“ADP”), agreement effective date.

- F. Lassen County prefers the contact person provided for each of the references be the individual who utilizes Vendor's software application.

### **3.3 Vendor Customer Service**

- A. Provide the following information regarding Vendor's processes for handling end-user/customer service matters:
- B. Describe procedure(s) for handling end-user complaints.
- C. Indicate whether Vendor's customer service center defaults to an Interactive Voice Response ("IVR") or a live customer service representative.
- D. If applicable, supply the hours of availability for a live customer service representative and location of the customer service call center.
- E. Indicate the average on-hold time to reach a live representative
- F. Describe procedure(s) for handling refund requests and the timeframe for completing such requests.

## **SECTION IV. GENERAL INFORMATION**

### **4.1 Purpose and Objective of the RFP**

- A. The objective of the Request for Proposal (RFP) is to seek proposals from all qualified vendors to provide all equipment, software, labor and maintenance support required for the implementation and operation of Inmate Commissary Services for the Lassen County Sheriff's Office as currently provided by the incumbent.
- B. The purpose of this RFP is to ensure a fully operational, flexible, secure and reliable inmate commissary services system and to provide the County the means to ensure the lawful and legitimate use of the system. The provision of inmate commissary services is considered a critical service element and the system's quality, performance, and reliability of service is a high priority for the County.
- C. The County is seeking a system which will ensure the inmates of the Lassen County jail the ability to order and receive commissary items, and view their account balance and other information pertinent to their incarceration while reducing staff time required to administer the system.

D. This RFP provides detailed instructions for vendors interested in submitting requests for this proposal. It contains the specifications for the equipment/services/supplies to be provided and the terms and conditions of the agreement.

## **V. GENERAL CONDITIONS**

### **5.1 Scope**

A. The County is requesting proposals from vendors interested in providing inmate commissary services of the Lassen County Jail. It is the intent of this request to receive proposals from qualified service suppliers of inmate commissary equipment and services. The County is interested in procuring inmate accounting software but is not interested in procuring any jail management software through this RFP process.

- a. **Quality Goods and Services with Competitive Pricing:** The Vendor shall deliver high quality commissary goods and services to the inmates of the Lassen County Jail. Items offered through the commissary must meet the following specifications:
  - i. No products delivered to inmates shall have an expired “sell-by” date.
  - ii. Food items shall be wrapped/packaged and dated for individual consumption.
  - iii. Containers shall be made of clear (see-through), non-breakable materials.
  - iv. Consumable products shall contain no alcohol.
  - v. The Vendor shall not substitute items ordered by inmates.
  - vi. The Vendor shall maintain sufficient inventory levels at the Vendor’s location in order to limit shortages and/or backorders. The Vendor’s qualifications to meet this requirement will be evaluated based on the ability of the Vendor to handle the demands of commissary products ordered by inmates.
  - vii. The Vendor shall maintain an average order fill rate of 98% or better. After the initial 90 day startup period, failure to maintain a minimum of 98% average fill rate during any six-month period shall be grounds for contract termination.
  - viii. The County may require a site inspection of the Vendor’s facilities before awarding a contract. Based on the results of this site inspection, the County may withdraw the contract award if the County feels the Vendor’s facility is too small, too far from Lassen County, or is inadequate to properly service the commissary as required by this RFP.
  - ix. All purchases delivered to inmates shall be free of contraband.
  - x. The Vendor will maintain a competitive retail pricing philosophy with regard to the retail selling price of the commissary items to the inmates (Subsidizing high commission rates with high product pricing to inmates in unacceptable).
  - xi. Lassen County reserves the right to set limits on commissary purchases by inmate.

- b. Damages and Refunds: The Vendor shall provide a method of handling damages and refunds efficiently. The Vendor shall issue a refund to the inmate's account within forty-eight (48) hours of notification when:
  - i. An inmate is released from confinement prior to receiving the order.
  - ii. Commissary items are damaged or missing prior to items being delivered to the inmate.
  
- c. Delivery and Packaging: Each inmate confined in the Lassen County Jail is assigned a unique eight (8) digit identification number, commonly referred to as the inmate's booking number. The following is a reflection of the County's current delivery process. The actual delivery process under the new agreement is subject to negotiation and shall be expressed in the final contract. Please be prepared to discuss these items during the presentation phase of the RFP process.
  - i. Sunday the commissary order forms are picked up from each housing unit.
  - ii. The order forms are entered into a computer and downloaded to the incumbent.
  - iii. Tuesday the orders arrive at the Lassen County Jail via a shipping contractor and are grouped by housing unit.
  - iv. The orders are dispersed to the housing units where the housing officers and technician hand out the commissary bags to the inmates no later than Saturday.
  - v. Individual inmate commissary orders are currently delivered in clear, perforated, plastic bags with tamperproof seals. There are two (2) copies of the order receipt sealed within the bag. The order receipt is positioned in the bag so that the inmate's name and booking number is clearly visible from the outside of the bag.
  - vi. Holiday Schedule. Lassen County observes thirteen paid holidays each year. The Vendor and County shall adjust commissary order and delivery schedules to accommodate the County's holiday schedule. Holiday delivery order and delivery schedules are subject to negotiation and shall be expressed in the final contract.
  
- d. Commissary Menu: The Vendor and County personnel will meet and mutually agree upon the items to be offered on the commissary menu. After the initial meeting, no items are to be offered without the written permission of Lassen County.
  - i. The Vendor shall have the ability to limit or prevent delivery of certain items based upon medical restrictions or disciplinary restrictions.
  - ii. Hygiene Kits: The Vendor shall make available for purchase by Lassen County, Hygiene Kits consisting of the following items;
    - 1. One (1) bar soap 3.5 ounce; one (1) "Shortie" toothbrush; one (1) toothpaste 0.85 ounce and one (1) pocket size comb, one single blade disposable razor.

2. Hygiene Kits shall be sealed in plastic and sold as a single unit.
  3. The Vendor shall deliver at Lassen County's expense a predetermined number of Hygiene Kits with each weekly Commissary order. The exact quantity delivered shall be subject to change periodically based on actual consumption.
  4. The Vendor shall list the charge for Hygiene Kits as a separate line entry on weekly invoices.
  5. The cost of Hygiene Kits shall be listed in Section Seven of the contractor's proposal.
- iii. Indigent Goods: The Vendor shall at Lassen County's expense accommodate who are classified as indigent.
1. Lassen County considers as indigent those inmates whose inmate account balance is less than five dollars (\$5.00) at the date of the order. The Vendor must have the capability of tracking purchases by individual indigent inmates to ensure purchases by individual indigent inmates to ensure purchases do not exceed maximum allowed.
  2. The Vendor shall offer the following items for sale to indigent inmates in the quantities indicated:
    - a. One per week
      - i. All-In-One Shave, Shower and Shampoo 5 ounce
      - ii. "Shortie" toothbrush
      - iii. Toothpaste 0.85 ounce
      - iv. Golf pencil
      - v. Deodorant 0.5 ounce
      - vi. One (1) bar soap 3.5 ounces
    - b. Two per week
      - i. 2 postage stamped envelopes
      - ii. 2 pieces of 8.5x11 rules paper
  3. Indigent goods (those listed in the indigent section of the commissary order form) shall be sold only to qualifying inmates.
  4. No funds shall be deducted from accounts of inmates who qualify for indigent goods who order those goods.
- e. Pre-Paid Calling Cards:
- i. The commissary Vendor will be required to sell pre-paid inmate phone time as part of the commissary sales process.
  - ii. The inmate telephone system provides an option for the sale of pre-paid calling cards.
  - iii. The commissary vendor is required to enter into an agreement with the telephone Contractor selected by Lassen County. The current inmate telephone contractor with Lassen County is Securus. However, Lassen County will be transitioning to a new vendor, GTL, during this RFP process. Commission rates and fees will be negotiated between Lassen County, GTL and successful commissary vendor.

- iv. Inmates are allowed to purchase a maximum of two, twenty-dollar pre-paid phone time increments on the weekly commissary orders.
- v. Information between the JMS and the Vendor systems is paramount. The Vendor will conform to the existing JMS system used by Lassen County. The purpose of the integration is to enable the county to transfer inmate information to the Vendor, and allow the Vendor to pass phone time to GTL.
- vi. The feature is designed to allow an inmate to purchase pre-paid calling time through a commissary system, and have the commissary system automatically transfer information about the transaction to the GTL inmate calling system. In this way, the inmate only has to keep track of a PIN.
- vii. Phone time may only be purchased by inmates in a fixed denomination (\$20.00). Vendor will enforce spending limits and other restriction as agreed between Vendor and Lassen County. All inmates who have money on deposit in their account are eligible to participate in the commissary system. Inmates may order a maximum of sixty-five dollars (\$65.00) of commissary product plus a maximum forty dollars (\$40.00) of prepaid phone time per commissary purchase (two twenty dollar increments).
- viii. The Vendor must work with Lassen County's Jail Management System (JMS) provider to ensure all information is transferred between the two systems to ensure creates a file containing all in custody inmates and each inmate's account balance. Lassen County currently maintains a separate database for commissary purchase and tracks all purchases on paper ledger.
- ix. The inmate telephone services Vendor will handle unused pre-paid phone time refunds upon inmate release.
- x. Vendor staff will not fraternize or engage with inmates in activities that could endanger anyone's life, liberty, property, or disrupt detention operations when delivering shipments.

f. Forms, Supplies, and Equipment:

- i. It is Lassen County's expectation that the forms, supplies and equipment necessary to execute the ordering and delivery process will be provide at the Vendor's expense. Any costs Lassen County incurs must be detailed in the submitted proposal. Vendors shall be prepared to discuss this point as well as any maintenance and repair policies during the process.
- ii. Maintenance and Repair: The Vendor shall provide on-site repair and/or replacement of al equipment supplied by the Vendor under the terms of this agreement. Vendor response times and repair turn-around times shall be outlined in the proposal.

g. Accounting Interface:

- i. Lassen County is not interested in any additional jail management software. The Vendor, at the Vendor's own expense, shall provide

software to manage the inmate accounts or shall develop software interfaces between Lassen County's JMS and Vendor's hardware and software as may be required to successfully implement Inmate Commissary Services. These interfaces shall include all actions and/or transactions needed to accurately update individual inmate accounts to reflect purchases and refunds. Inmate accounts shall be updated within 12 hours of Vendor's receipt of order.

- ii. The interface will be able to integrate and update account balances with our banking service. Our banking service is U.S. Bank.

h. Reports and Invoices

- i. Order Receipts: The Vendor shall have the ability to provide two (2) copies of the order receipt with each inmate purchase. The order receipt should contain at a minimum:
  - 1. Date order was placed
  - 2. Inmates full name, identification number, housing unit identity
  - 3. Beginning balance of inmate's account
  - 4. A listing of all items included in the order. Listing shall include product ID, product description, quantity, unit price and total price.
    - a. The Vendor shall identify, on the inmate order receipt, items that are subject to State and Local sales tax.
    - b. The Vendor shall list, on the inmate order receipt as a separate line item entry, the total State and local sales tax charged to the inmate.
  - 5. Grand Total (sum of all purchases)
  - 6. Ending balance of inmate's account
  - 7. A listing of all items ordered but not received. Listing should include product description, quantities ordered and reason for non-delivery (out of stock, discontinued, etc.)
  - 8. A space where the inmate can sign and date to acknowledge receipt of the order.
- ii. Invoice: The Vendor shall submit an invoice after each commissary order has been delivered. This can be electronic or paper. An electronic recipient will be designated.
  - 1. Paper invoices shall be sent to the Lassen County Jail located at 1405 Sheriff Cady Lane, Susanville, CA 96130.
  - 2. Invoices shall include the following:
    - a. Vendor's unique invoice number, order date, delivery date, invoice date, order fill rate and invoice amount.
    - b. Attached to the invoice shall be a listing, sorted by inmate name of all items delivered in the order. At a minimum, listing will be include:
      - i. Inmate's Name
      - ii. Data Number,
      - iii. Product ID

- iv. Product Description
  - v. Quantity Delivered
  - vi. Unit Price
  - vii. Total Sales Tax
  - viii. Total Price
3. Electronic Invoice: shall include text showing the following elements for each item ordered:
- a. Order Date
  - b. Identification Number
  - c. Inmate's Last Name, First Name and Middle Initial
  - d. Product ID
  - e. Product Description
  - f. Quantity Ordered
  - g. Quantity Shipped
  - h. Unity Price
  - i. Total Sales Tax
  - j. Reason for Non-Delivery
    - i. The delivery program shall be agreed upon at a later date.
- i. Lassen County requires that (2) existing workstations be equipped software and have administrative functions agreed upon by both parties.

## **VI. GENERAL REQUIREMENTS**

- A. The Vendor shall agree to carefully review the requirements found in this RFP and respond in good faith. The vendor shall make Lassen County aware of any ambiguity, inconsistency, or material error, which may be discovered herein.
- B. The vendor must comply with all applicable federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet these requirements may be cause for cancellation of the contract effective the date of notice of cancellation.
- C. The vendor may include any other information that is believed to be relevant but is not specifically asked for in this RFP. The vendor may explain in detail any innovation, alternatives, or more cost-effective approaches available in any area of the RFP. The vendor may provide suggestions of other products or services available that may assist Lassen County.
- D. Services must be guaranteed for the duration of the contract period. The successful vendor shall assume responsibility for all equipment and software defects for the entire duration of the contract. The successful vendor shall guarantee that services are free from defects and must correct all problems associated with the hardware or software at no

cost to the County. The successful vendor shall post customer service numbers to assist in customer inquiries.

### **6.1 Vendor Disclosure**

- A. The vendor shall have all required permits, bonding and licensing to install and operate an inmate pay phone system.
- B. The vendor shall supply a reference listing of all current commissary accounts under contract by said vendor in California. Listing shall include account name, contact name, address, telephone number, fax number, e-mail address, a description of the service provided and equipment in use.
- C. The vendor shall disclose and clarify its relationship with subcontractors and manufacturers as it pertains to the ability to support the proposed hardware and software throughout the contract term and any extension granted.
- D. The vendor shall be required to submit a statement detailing its organization's financial stability and experience in providing inmate commissary services.
- E. The vendor shall state how long it has operated as an inmate commissary service provider, the vendor has provided service under any other name in the past five years and if the vendor is currently involved in any litigation.
- F. The vendor shall provide evidence that it is currently licensed to do business in the State of California.
- G. The vendor shall describe how future system upgrades will be made available and installed after the initial installation of the system. Upgrades to the system should be kept current with other correctional agency systems in California. When another agency is upgraded during the term of its contract, then Lassen County system should be upgraded to the same level as the other institution. These upgrades shall be at no cost to Lassen County if the upgrades are also provided to the other institutions at no cost.

### **6.2 Maintenance Requirements**

- A. The equipment installed at the facility shall remain the sole and exclusive property of the contractor. Lassen County will not be responsible for any damage to equipment.
- B. The Vendor shall provide all necessary labor, parts, material and transportation to maintain all proposed telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.

- C. The Vendor shall be responsible for all ongoing and routine maintenance of the system hardware and software. The contractor shall set up a preventative maintenance schedule for all hardware and software.
- D. The Vendor shall provide a point of contact for handling complaints, and shall provide contact names and phone numbers to Lassen County within ten (10) working days after the award of contract.
- E. The Vendor shall provide a toll-free telephone number with access to a live operator twenty-four (24) hours per day, seven (7) days per week to report trouble calls, non-scheduled maintenance and request for administration.

## **VII. COST**

Respondents shall submit a cost proposal for the Lassen County Jail. The cost proposal shall include the pricing structure, the actual program costs(s) for the first year of operation under a contract and a formula for calculating the remaining four years of the contract.

A fixed ceiling contract will be required. Lassen County anticipates a five year contract subject to annual appropriation by the Lassen County Board of Supervisors; however, Lassen County may opt for a three-year contract with two one year optional extensions to the contract. Contract may be renegotiated at the request of either party if a substantial change in California State Law occurs.

## **VIII. IDENTIFICATION OF SUBCONTRACTORS**

Respondents shall identify all proposed services that will require the use of a subcontractor for the proposed scope of work. For each subcontractor listed, respondents shall indicate (1) what products and/or services are to be supplied by that subcontractor and (2) what percentage of the overall scope of work that subcontractor will perform. Respondents must simply identify the services that will require a sub-contractor, not the particular sub-contractor. Once the RFP is awarded and negotiations begin, the provider will have to specifically identify subcontractors.

## **IX. COUNTY MODEL AGREEMENT AND INSURANCE**

Respondents must be prepared to accept and utilize the enclosed Model Agreement format, to include all required sections attached, if selected for services. **(Exhibit A)**

### **INSURANCES AND INDEMNIFICATIONS**

The vendor shall assume responsibility for any liability arising from the administration or delivery of inmate commissary services. The vendor, not the County, shall handle all lawsuits and pay all associated legal costs and settlements, if any.

The vendor shall indemnify, hold harmless, and defend the County, its agents, servants, and employees from any and all claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid commissary services conducted by the vendor, it being the express understanding of the parties hereto that the vendor shall provide the inmate commissary services, and have complete responsibility for the inmate commissary services.

The provision for insurances and indemnifications for this contractual undertaking are included in **Exhibit A - ATTACHMENT I-STANDARD - INSURANCE REQUIREMENTS**.

Any new commissary programs, implemented after commencement of a service agreement shall be decided by mutual agreement between the vendor and the County. This shall include agreement on any additional program costs.

### **EVALUATION/SELECTION CRITERIA**

Respondents will be evaluated on their responses to the following categories and criterion for selection:

#### Contractor Experience (Sect. II)

- Service Experience

- Years providing services in California

- Client Satisfaction

- Contingent or geography to other vendor operated facilities for purpose of commissary services

#### Management of Firm (Sect. III)

- Transition Plan

- Exceptions to RFP

#### Plan to provide services (Sect. IV)

#### Cost (Sect. VII)

#### Overall Quality of RFP response

#### Suggested Alternate Proposals

A maximum rating of 100 points may be granted by using weighted evaluation criteria. Lassen County will assemble a committee of administrative and management personnel for the purpose of evaluating and rating proposals.

The County reserves the right to reject any or all proposals.

### Alternate Proposals

In addition to providing a proposal in direct response to the requirements of this RFP, respondents are encouraged to submit an alternate proposal or proposal(s) that incorporate innovative approaches to minimizing the cost to the County while meeting all the County's obligations to provide inmate commissary services as designated herein. Innovations and the direct impact on County costs shall be fully described in the alternate proposal(s).

### METHOD OF AWARD

If after receipt and evaluation of all proposals it is determined by the Lassen County Board of Supervisors in its sole discretion that to continue contracting for Jail inmate commissary services would be in the interest of Lassen County and the Sheriff's Office, then and only then will an award be made. Such award will be to the respondent whose proposal is determined by the County through an evaluation process to be the most responsive to the requirements specified in the RFP, in the best interest of Lassen County and most technically complete. For purposes of this RFP, "award" is defined as the right to negotiate a contractual relationship with Lassen County for services identified in the RFP. Award does not constitute an acceptance of a contract offer. The evaluation and selection process may include a request for additional information or an oral presentation to support the written proposal. The County reserves to itself the right not to award any contract regardless of the outcome of the proposal evaluation process.

While cost will be an important factor, it will not necessarily be the most important. In the event that a contract is executed, it will be with the respondent who in the opinion of the County demonstrates the best ability to fulfill all the requirements of the RFP. The criteria for selection are identified in the above section entitled – EVALUATION/SELECTION CRITERIA.

The Agreement to be awarded by the County to the successful contractor is expected to be substantially as presented in response to this RFP.

The final decision will be made by the Lassen County Board of Supervisors on or about the time identified in the section of this RFP titled SCHEDULE OF EVENTS.

## **MODEL CONTRACT**

The firm selected shall be expected to execute a contract substantially as the one shown as Exhibit A.

## **DISCLOSURE OF INFORMATION**

All information and materials submitted to the County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Contractor's proposal contains any such proprietary information or trade secret that the Contractor does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the Contractor as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any Contractor's proposal and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Contractor agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

## **LEGAL NOTICE**

**Notice is hereby given by the County of Lassen that a “Request for Proposal (RFP) for Jail Inmate Commissary Services” has been prepared and is available.**

Bid documents may be downloaded from [www.lassencounty.org](http://www.lassencounty.org).

Bid documents may be picked up at the Lassen County Administration Building at 221 South Roop Street, Susanville, CA 96130 or requested by calling (530) 251-8333.

A pre-proposal conference will be held on **July 31, 2019 at 10:00 am** at the Lassen County Sheriff's Office, at 1415 Sheriff Cady Lane, Susanville, CA 96130. The purpose of the conference is to tour the facilities and answer questions related to the Request for Proposal. Attendance at the pre-proposal conference is voluntary. Final written proposals are to be delivered to County contacts at the above addresses.

**Exhibit A**

**PROFESSIONAL SERVICE CONTRACT GREATER THAN \$25,000**

This Contract, dated as of the last date executed by the County of Lassen is between the County of Lassen, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE								
Term of This Contract (Complete Dates in Just One of the Following Three Rows)								
Term Begins			Term Completion Date					
On Following Date			On Following Date					
County Department								
Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)								
Price \$	<input type="checkbox"/>	Fixed Price	<input type="checkbox"/>	Annual Price	<input type="checkbox"/>	Monthly Price	<input type="checkbox"/>	Hourly Rate
Not-to-Exceed Price	\$	<input type="checkbox"/>	√ if Reasonable Expenses are authorized in addition to Hourly Rate					
CONTRACTOR Contact Information				COUNTY Contact Information				
CONTRACTOR				Project Manager				
Address				Address				
City, State & ZIP				City, State & ZIP				
Telephone				Telephone				
Facsimile				Facsimile				

**WHEREAS**, COUNTY, through the COUNTY Department identified above, desires to have work described in the Attachment II - Scope of Work performed; and

**WHEREAS**, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

**NOW THEREFORE BE IT AGREED** between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Insurance Requirements for Professional Services Contract
- Attachment II – Scope of Work
- Attachment III – Terms and Conditions (including Exhibit "A")
- Attachment IV – Professional Credentials

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment III – "Terms and Conditions" and/or the Attachment I – "Standard Insurance Requirements."

\_\_\_\_\_  
 Typed or Printed Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

**COUNTY**

**CONTRACTOR**

\_\_\_\_\_  
Richard Egan, CAO      Date  
County of Lassen

\_\_\_\_\_  
Date

REVIEWED AS TO FORM  
COUNTY COUNSEL

\_\_\_\_\_  
Date

## ATTACHMENT I

### INSURANCE REQUIREMENTS For Professional Services Contract

Before the commencement of work, Contractor shall submit to County: (1) **Certificates of Insurance** for all relevant coverage's listed in Section A below; (2) All **Endorsements** listed in Section B below; and (3) a "**Declarations Page**" listing the titles of all endorsements to the Commercial General Liability (CGL) policy.

*MINIMUM SCOPE LIMIT OF INSURANCE – Coverage shall be at least as broad as:*

- 1.) **Commercial General Liability.** Insurance Services Office (ISO) "occurrence" form CG 00 01 12 07 CGL or equivalent on an "occurrence" basis, including bodily injury, property damage, contractual liability, medical expenses for any one person, personal and advertising injury, products-completed operations coverage and policy limits of no less than **\$1,000,000 per occurrence**. If a general aggregate applies, either the general aggregate shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- 2.) **Automobile Liability Insurance.** ISO form CA 0001 covering (any auto) Code 1 or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$250,000 per passenger and \$500,000 for all passengers. *(Not required if Contractor provides written verification he or she will not be using a vehicle to perform the scope of work described in the contract.)*
- 3.) **Workers' Compensation Insurance.** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4.) **Professional Liability (Errors and Omissions) Insurance.** (If applicable. See Note below.) Insurance appropriate to the Contractor's profession with limits no less than \$1,000,000 per claim, and \$2,000,000 aggregate. *(Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the State. For example, insurance agents, professional architects and engineers, doctors, lawyers, nurses and certified public accountants. However, other professional Contractors not regulated by the State, such as computer or software designers, claims administrators, consultants, and others should also have professional liability insurance. If the contracted service requires "brain work, as opposed to "physical work", then professional liability insurance will most likely be required.)*

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to the higher limits.

### **B. INSURANCE POLICY ENDORSEMENTS**

#### 1. The Commercial General Liability policy shall contain or be **endorsed** to contain the following:

The County, its officers, officials, employees, and volunteers are covered as additional insured's on the CGL policy with respect to liability arising out of work performed or operations performed on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations.

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

The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt has been given to the County. *(Note: We recommend contractor's insurance carrier insert the language above into ISO form 20 10 11 85; or if that form is not available, later additions editions of ISO forms CG 20 10 and CG 20 37. We will also accept a Blanket Additional Insured Endorsement, as long as it provides*

coverage equal to coverage's noted in Section A1 above and all items listed in Section B above.)

2. Workers' Compensation Insurance.

The Contractor's Workers' Compensation Insurance policy shall contain or be **endorsed** to contain a waiver of subrogation in favor of the County, for all work performed by Contractor, its employees, agents and subcontractors.

**C. OTHER INSURANCE PROVISIONS**

**1. Primary Coverage** - For any claims related to this contract, Contractor's insurance shall be primary insurance as respects the County, its officers, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. However, Contractor's insurance may contribute with other additional insured's providing primary insurance coverage for the same "occurrence", offense, claim or suit.

**2. Notice of Cancellation** - Each insurance policy required above shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

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

**4. Deductibles and Self Insured Retentions** - Any deductibles or self-insured retentions must be declared and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense costs within the retention.

**5. Acceptability of Insurance Carriers** - 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 County. (*A.M. Best Ratings can be accessed over the internet for no cost at [www.ambest.com](http://www.ambest.com)*).

**6. Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis then the following requirements must be met:

- a.) The Retroactive Date of the policy must be shown and must be before the contract or beginning of contract work.
- b) Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract work.**
- c) 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 the completion of contract work.

**7. Verification of Coverage** - Contractor shall furnish the County certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverage described herein.

**8. Subcontractors** - Contractor will require and verify that all subcontractors maintain insurance meeting all the requirements stated herein or cover subcontractors under their insurance policies. Upon request, Contractor shall provide County proof that all subcontractors are covered by their own insurance or the Contractor's insurance policies.

**9. Special Risk or Circumstances** - County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or special circumstances.

**Attachment II**  
Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

At *(fill in the appropriate point)* prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with COUNTY Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

*NOTE: If detail rate schedules or other documents are appropriate to the Scope of Work and separate from this Attachment II they must be stipulated in this Attachment by specific reference and thereby made part of this contract, labeled accordingly (Attachment II, Exhibit A, (or whatever the appropriate specific reference), etc.). They must also be included in the pagination of this contract. Consequently, it is necessary to scan them into the body of the contract where pagination control can make them inclusive.*

**Duties and obligations of the CONTRACTOR:**

Since this is a professional service contract, this is the appropriate point in the contract to stipulate any subjective expectation that may be implied by their profession but once explicated become performance elements of the contract.

State all specific elements of the contract for which specific payment due as objectively as possible. Whether contract is based on hourly, daily, weekly, monthly rates; flat rate for deliverables; project milestone incremental payments; charges for use of particular (i.e., therapeutic) equipment or implements; any reports, criteria and schedule

If expenses are allowed, specify what is reasonable and/or reimbursable AND always state that expenses (unless per diem) must be preapproved and accompanied by receipts. There should be a cap to the expenses.

If "materials" are required, specify what they will (or might be) and some approximation not to exceed amount. Unless the materials are provisions of the "house" of the contractor, they will require receipts to be presented with invoice stipulating their charge.

State any circumstances under which no payment will be made.

State if payments are contingent on specific delineation on the invoice(s) such as coding or regulatory designated description.

Recommend that rates be laid out in table format if possible for clarity and ease of processing payments.

State specifically that payments stipulated are the Contractor's only compensation.

**Duties and obligations of the COUNTY:**

COUNTY's obligations may be:

- Make any relevant notification promptly
- Provide data promptly
- Provide schedules or set up meetings or respond to presentation of information promptly
- Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
- If possible avoid stipulating payment within specific period. If absolutely necessary state no less than 30 days and 60 days is not atypical.
- County does not pay interest or penalties.

**END SCOPE OF WORK**

**Attachment III**  
**TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment II – Scope of Work” which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **County Project Manager.** The COUNTY Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of COUNTY nor is the CONTRACTOR a partner or in any way directly affiliated with the COUNTY. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership.** CONTRACTOR by execution of this contract acknowledges that this is a *Work for Hire* agreement and hereby grants ownership of all work performed by the CONTRACTOR under this agreement to the COUNTY. The COUNTY shall retain the exclusive right of ownership to the work, products, inventions and confidential information produced in performance of this contract for the COUNTY by the CONTRACTOR.
6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
  - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the COUNTY and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
  - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
  - c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
  - d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a “PDA”) may become

subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the COUNTY or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to COUNTY for any loss of or damage to COUNTY property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the COUNTY's funding source herein may be COUNTY, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to COUNTY, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.
12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.

14. **Contractor's Standard of Care.** COUNTY has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the COUNTY.
15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Lassen by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
16. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Lassen by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
  - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
  - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
  - c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
  - d. National Labor Relations Board Public Contract Code 10296.
  - e. Domestic Partners – Public Contract Code 10295.3.
  - f. ADA 1990 42 USC 12101 et seq.
18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Lassen.
19. **Contractor Performance and the Breach Thereof.** The COUNTY may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the COUNTY shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the COUNTY.
20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment III TERMS AND CONDITIONS shall prevail.
21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control,

operation of law or otherwise, without the prior written consent of COUNTY and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. COUNTY will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
  - a. This contract is entered into by COUNTY upon the express representation that CONTRACTOR has no other contracts in effect with COUNTY except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment III).
  - b. CONTRACTOR understands and will adhere to the COUNTY's policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY employee or his/her immediate family until two years after separation from employment, without notifying the County Personnel Department in writing:

Regina Schaap  
221 South Roop Street  
Susanville, CA 96130
  - c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the County of Lassen in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the COUNTY for the advice of County Counsel on the matter prior to executing this contract.
23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the County of Lassen and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the contract is deemed to be invalidated.
25. **No Implied Waiver.** In the event that The COUNTY at any point ignores or allows the CONTRACTOR to break an obligation under the contract, it does not mean that COUNTY waives its future rights to require the CONTRACTOR to fulfill those obligations.
26. **Entirety of Agreement.** This contract inclusive of all Attachments herein is stipulated and made part of the contract constitutes the entire agreement between these parties.

**END TERMS AND CONDITIONS**

**ATTACHMENT IV  
PROFESSIONAL CREDENTIALS**

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

List required and essential credentials which will be available in the contract file and may or may not be hereto attached and which may be but are not limited to:

Professional Degrees  
Licenses  
Certifications  
Bonds

