COUNTY OF SANTA CLARA, CALIFORNIA

REQUEST FOR PROPOSAL # 900
FOR
JAIL FACILITIES NEEDS ASSESSMENT
DECEMBER 12, 2008

PROPOSALS DUE:
JANUARY 27, 2009 by 3:00 P.M.

OFFICE OF THE COUNTY EXECUTIVE
70 WEST HEDDING, 11TH FLOOR
SAN JOSE, CA 95110-1705

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Pre-Proposal Conference
DECEMBER 19, 2008 @ 2:00 p.m.
Procurement Department
2310 N. First Street, Cedar Conference Room,
San Jose, CA 95131
Conference Call – 800-369-3306 Access Code: 43574
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ATTACHMENTS
ATTACHMENT A: Santa Clara County Department of Correction Jail Programs Needs Assessment, by the Crout and Sida Criminal Justice Consultants, 2008.
ATTACHMENT B: The "Strategic Facilities Plan for 24-Hour Adult & Juvenile Correctional & Residential Institutions (January 31, 2003)."
ATTACHMENT C: The "Facilities Asset Report, 2008"
ATTACHMENT D: The "FY 2009 - 2018 Ten Year Capital Improvement Plan

INTERNET LINKS TO PREVIOUS JAIL STUDIES
(1) Report to the PSJC relating to implementation of Board-approved solutions for reducing the jail population, from the Office of the County Executive, January 11, 2007.
(2) “Creating a New Model For Managing Cases in the Criminal Court in Santa Clara County, Final Report Submitted to Jail Population Task Force and Santa Clara County,” by The Justice Management Institute, March 1, 2008.
(3) Breaking Cycles, Rebuilding Lives, a Gender Analysis of Programs & Services for Incarcerated Women in Santa Clara County, by the Santa Clara County Office of Women’s Policy, April 2008.
I. INTRODUCTION

A. INVITATION
The County of Santa Clara is seeking proposals from qualified firms who possess knowledge, skills, and experience in pre-architectural jail planning to conduct a comprehensive jail needs assessment study and update the strategic facilities plan for correctional institutions. Upon the completion of this study, the Final Report will be titled “Department of Corrections Needs Assessment/Facilities Study, 2009.”

The purpose of this study is to forecast the population of the county inmates and the resulting capacity requirements of the County’s correctional facilities over a 20-year period, in five-year increments, to determine future space and operational requirements to prepare for decades of growth.

This assessment should consider both the facility and operational aspects of jail capacity requirements planning. Additionally, this assessment will be presented to the County’s Board of Supervisors and will be used to identify strengths, weakness, threats, and opportunities that will provide information on future developments and operational needs.

The County will evaluate firms from material submitted in response to this Request For Proposal (RFP). All interested firms must complete a full proposal based on the scope of services specified in Section I, item D, page 9 to page 17. Based on a review of submitted proposals, the County may interview selected firms prior to making a final decision. The County reserves the right to modify the selection process based on information provided in the RFP submittals.

The successful contractor and its subcontractors, subsidiaries, and business partners would be restricted from participating in the solicitation for the recommended implementation resulting from this assessment study, including acquisition of system(s), implementation or any related technical/professional services for the project that are the objective of the assessment and analysis.

B. BACKGROUND
Santa Clara County is located at the southern end of the San Francisco Bay and is the home of “Silicon Valley”. The County’s population of approximately 1.7 million is the sixth largest in California, and the largest of the nine Bay Area counties. There are 15 cities in the county including: Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga and Sunnyvale, as well as special districts. A significant portion of
the County’s 1,315 square miles is unincorporated ranch and farmland. Ninety percent of the population lives in cities. There are over 100 languages and dialects spoken within the County.

There are three primary industries that are dominant in Silicon Valley: Technology, Life Sciences, and Financial and Professional Services and several secondary industries including General Manufacturing, Telecommunications, Utilities, Education, and Healthcare. The County of Santa Clara also is a major employer, with more than 15,000 employees. The combined annual operating budget is more than $3 billion. The County provides many services to the community; please visit the County portal at www.sccgov.org for more information.

The County of Santa Clara’s Department of Correction (DOC), formed in 1988, has jurisdiction of operations and facilities relating to institutional care, custody, treatment and rehabilitation of sentenced and un-sentenced inmates. Being one of three autonomous county correctional agencies in California, there are various memoranda of understanding defining the roles and responsibilities of other agencies, such as that with the County’s Santa Clara Valley Health and Hospital System (SCVHHS) for the provision of medical and mental health care services to inmates.

1. Santa Clara County’s Correctional Facilities

The County has two primary correctional facilities: the Main Jail Complex and the Elmwood Complex. The Main Jail North and Main Jail South facilities, collectively known as the Main Jail Complex, are located at the county government center. These two facilities house medium- and maximum-security inmates as well as the intake booking area, a medical infirmary, a special housing unit, and an acute mental health unit. The Elmwood Complex, located in Milpitas, houses minimum- and medium-security male inmates as well as all levels of female inmates. Some of the barracks on this property are extremely old; other housing units have been added over the years. In 2003, the County sold the 57 acres surrounding Elmwood Complex for commercial and residential development.

<table>
<thead>
<tr>
<th>Santa Clara County At-A-Glance</th>
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<tbody>
<tr>
<td><strong>- County of Santa Clara – established by Charter 1850</strong></td>
</tr>
<tr>
<td><strong>- 2008 Budget –</strong> Total $4.2 billion, General Fund $2.2 billion</td>
</tr>
<tr>
<td><strong>- Full Time Equivalent Positions – 15,244.7</strong></td>
</tr>
</tbody>
</table>

Population*
Total in county 1,088,056
Living within 15 cities 1,719,137
Living in unincorporated areas 97,910
Largest city (San José) 973,672
Smallest city (Monte Sereno) 3,565

Racial and Ethnic Background**
White (Non Hispanic nor Latino) 37.6%
Asian 29.7%
Hispanic or Latino of any race 25.7%
Black or African American 2.6%
American Indian/Alaska Native 0.5%
Native Hawaiian/ Other Pacific Islander 0.4%
Two or more races 3.5%

Registered Voters***
As of February 2008 699,062

Sources
* California Department of Finance
** U.S. Census Bureau State and County Quickfacts
*** County Registrar of Voters

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All inmates are housed in an environment that meets California Code of Regulations Title 15 and 24 Environmental Health standards. The DOC is responsible for maintaining facility conditions pursuant to the guidelines outlined by various agencies including the California Standards Authority, the Fire Marshal, and the Health Department. DOC staff conducts routine facility inspections. In cooperation with the County’s Facilities and Fleet (FAF) Department, calls are routed to FAF staff, DOC Operations staffing, and support services contractors for follow up and completion.

A full scope of ambulatory medical and mental health services are provided, by the County’s Custody Health Services Department (CHS), at both the Main Jail Complex and the Elmwood Complex inclusive of daily assessments, physician evaluations, medication administration, laboratory testing, radiology screenings, dental services and crisis intervention. Additionally, at the Main Jail, acute mental health services are provided in the Mental Health Unit and sub-acute medical care is provided in the medical infirmary.

Out-of-custody alternative sentencing programs are provided in a satellite facility on Brokaw Road or meet at the Civic Center Parking Garage. These programs include the Public Service Program (PSP), the Weekend Work Program (WWP), the Day Reporting Program and the Regimented Corrections Program, Phase II.

The Santa Clara County jail system has a bed capacity of 3,825 as rated by the California Standards Authority. However, its current operating capacity is 5,381, which is comprised of 1,543 minimum security, 3,578 medium security and 260 maximum security beds.

1. Main Jail- North: 150 W. Hedding Street, San Jose
   The Main Jail North Facility, opened in 1987, is a medium – maximum security, direct supervision, modular style (new generation) facility. It has 1,102 inmate beds of which 96 of those beds are designed for maximum security housing. The facility also has a 43-bed acute, Lanterman Petris Short (LPS) designated mental health unit, which is also considered maximum-security housing. There is a medical floor with a 38-bed infirmary and 32-bed special housing unit for inmates with physical impairments.

   While the condition of the facility is good, there are several design flaws and several maintenance issues. There is an approved project to convert four medium security housing units to maximum security units to create more maximum security housing.

2. Main Jail- South: 885 N. San Pedro Street, San Jose
   The Main Jail South facility, opened in 1955, is a medium – maximum security, indirect, linear style facility. It has 683 inmate beds, of which 103 of those beds are designed for maximum security housing. The DOC’s Administration, Finance Unit,
Personnel Unit and Records Unit (Admin Booking) are located on the first floor of this facility. The first floor also houses the Information Technology staff and Drug Testing Site for another County Department, Pretrial Services.

The condition of this facility is reflective of its age. There are constant problems with ventilation and plumbing. The concrete and steel construction makes it very difficult to retrofit and repair problems. Numerous items are worn and warrant replacement. The lighting and elevators are old.

3. Elmwood Correctional Complex: 701 S Abel Street, San Jose
The Elmwood Correctional Complex in Milpitas, acquired in 1884, is comprised of two Correctional facilities – the Men’s Correctional Facility and the Correctional Center for Women. The Elmwood Men’s facility houses medium and minimum security male inmates. The Correctional Center for Women houses all levels of female inmates. The Elmwood Complex sits on 60+ acres of land.

The Elmwood Complex houses the Food Service Division and the warehouse that stores necessary supplies. Also, the DOC Building Operations/Correctional Industries Unit resides on the Elmwood Complex and the County’s Facilities and Fleet (FAF) has office and storage space on the Elmwood Complex. The DOC Programs Unit has their administrative offices at Elmwood and most of the inmate programs provided by the DOC Programs Unit are provided at the Elmwood Complex. The Elmwood Complex also provides office space for the Public Defender and the Adult Probation Department.

The condition of this facility is also reflective of its age. Portions of the facility are in very poor condition and other portions are less severe. The structures are deteriorating due to over-population of inmates as well as age. The complex needs enhancements in many functional areas including medical services, visiting, storage of supplies and office space. Additionally, it is in need of infrastructure upgrades including IT wiring and cabling, a paging system, perimeter security, laundry processing and food preparation.

a. The Elmwood Men’s Correctional Facility includes many buildings that vary in shape and size, some designed for indirect supervision of inmates, others for direct supervision. Many are military style barracks for minimum-security inmates. The oldest buildings date from the early 1900 and require extensive maintenance to keep them in adequate condition for inmate housing. Distance between buildings creates staff inefficiencies.

b. Elmwood Correctional Facility for Women
The Correctional Center for Women (CCW), established in 1964, is located in the northeast portion of the Elmwood Complex. The facility houses female inmates separate from the men’s facility. As required by law, equal facilities and programs are provided to the female inmates as those provided to male inmates. Females in need of acute medical or psychiatric care must be transported to the Main Jail.

4. Brokaw Road Day Reporting Center-- 460 East Brokaw Rd, San Jose
This facility houses the Regimented Corrections program and the Day Reporting Program.

5. Civic Center Assembly Area—Hedding and San Pedro, San Jose
This area is used to assemble the participants in the Public Service Program and the Weekend Work Program since there is currently no other space available for assembly.

6. North County Jail 270 Grant Rd., Palo Alto
This facility can house approximately 66 inmates. It was closed in Fiscal Year 2004 as part of a budget reduction and is currently only being used by the Sheriff’s Office as temporary holding cells for the North County Courthouse.

2. The Santa Clara County’s Criminal Justice System

The County of Santa Clara’s Board of Supervisors has adopted a committee structure that has a strong linkage to the budget process. At the current time, there are five Board Committees. Each Board member is the Chair of one committee and the Vice-Chair of a second committee. Each committee has been designed to focus on a major functional area of County Government. The Board’s stated goal is to have the committee system provide a venue for a comprehensive review of major policy and budgetary issues.

The Board’s committee which is responsible for the oversight of the criminal justice system is the Public Safety and Justice Committee (PSJC). A key area of focus is preserving the non-custodial treatment options brought about by the implementation of the voter-approved referendum mandating drug treatment instead of incarceration for non-violent drug crimes. This committee also provides a venue for discussion of matters related to the court system. The PSJC also reviews budget recommendations relating to the criminal justice departments.

The management of criminal cases in Santa Clara County is typical for a criminal justice system organized on a county jurisdiction basis. Primary law enforcement is provided by cities and the county. Prosecution, indigent defense, pretrial detention, pretrial release
services, and local sentence options are operated and funded by the county. There is one trial court, the Superior Court, funded by the state. The prison, for defendants sentenced to terms of more than one year, is operated and funded by the state.

The County has a shared integrated justice information system, referred to as the Criminal Justice Information Control (CJIC) system, and is used by all criminal justice agencies and the Court to track many aspects of criminal cases. First developed in 1970s, the system underwent a major rewrite in 1995 to increase the reliability, security, and functionality of the application and to improve the technical platform. Several of the agencies also have department-specific case management systems or defendant tracking databases that augment CJIC for tracking defendants, cases, or program activities.1

Over the last twenty years, the average daily population (ADP) of the County jails has fluctuated from a low of 3,674 in 1989 to a high of 4,722 in 1998. The ADP for calendar year 2008 is 4,636. Recently, a steady increase in the jail population has been impacted by a number of population trends including, but not limited to, a growth in the number of mental health inmates, protective custody inmates, maximum-security inmates and inmates over 55 years of age. This steady increase in jail population, coupled with a static jail capacity, limits the County’s ability to accept voluntary revenue-generating inmates from other agencies and potentially reduces future revenues. Additionally, a closer examination of the data shows that trends in the population growth for men and women are different. The distinct increases of both the male and female population will also necessitate a corresponding increase in expenditures related to housing and additional custody staff.

To respond to these emerging issues, the Jail Population Task Force was created in 2005, and subsequently developed a matrix of 20 recommendations, intended to mitigate the growth of the adult jail population in Santa Clara County. Over half of the recommendations were implemented and these actions, along with other environmental factors, have lightly affected jail population. Additionally, the County and the Courts maintain a Court Streamlining Committee to further generate and implement strategies in an attempt to slow the growth in the average daily census in our jails.

At the same time, the financial crisis faced by the County introduces additional complications into the criminal justice system. Declining resources could impact the ability of departments in the system to process clients through the criminal justice system, including release from jails. Recognizing the continuing pressure on our correctional facilities, in 2008, the County contracted the Justice Management Institute to review the entire local criminal justice system with intent toward creating additional efficiencies that

1 Creating a New Model For Managing Cases in the Criminal Court in Santa Clara County, Final Report Submitted to Jail Population Task Force and Santa Clara County, March 1, 2008, by The Justice Management Institute.
will affect jail population. Their report, “A New Model for Managing Cases in the Criminal Court in Santa Clara County”, was accepted and approved for implementation by the County’s Board of Supervisors in May 2008.

At the statewide level, the State of California has seen similar trends in the growth of their prison populations. Between 1980 and 2006 the prison population in California has grown from 24,589 to 172,000. This represents a 700% increase over 26 years or an average of 27% per year. State budget constraints or the inability to resolve conditions of confinement issues as well as adequate medical care for prisoners may cause the State to implement measures to reduce its prisoner population. While there are no plans to effectuate this reduction in population, there is a possibility that these measures could adversely impact the County’s inmate population.

3. Previous Jail Studies

(1) Report to the PSJC relating to implementation of Board-approved solutions for reducing the jail population, from the Office of the County Executive, January 11, 2007. INTERNET LINK

(2) “Creating a New Model For Managing Cases in the Criminal Court in Santa Clara County,” by The Justice Management Institute, March 1, 2008. INTERNET LINK

(3) Santa Clara County Department of Correction Jail Programs Needs Assessment, by the Crout and Sida Criminal Justice Consultants, 2008. Attachment-A

(4) Breaking Cycles, Rebuilding Lives, a Gender Analysis of Programs & Services for Incarcerated Women in Santa Clara County, by the Santa Clara County Office of Women’s Policy, April 2008. INTERNET LINK


(6) The "Facilities Asset Report, 2008” Attachment-C

(7) The “FY 2009 - 2018 Ten Year Capital Improvement Plan Attachment-D

C. DEFINITION OF TERMINOLOGY

“Acronyms” used throughout this document include the following:

ADP- Average daily population
ALS- Average length of stay
BOS- County of Santa Clara’s Board of Supervisors
CHS- County’s Custody Health Services Department
CSA- Corrections Standards Authority
CJIC- Criminal Justice Information Control
CCW- Correctional Center for Women
D. PROJECT SCOPE OF WORK

The scope of work for the Jail Facilities Needs Assessment Study will include, but not be limited to, the following items:

- Gathering and analyzing inmate and general population and jail facilities data;
- Inventorying and assessing all county jail facilities;
- Preparing a Title 24 Needs Assessment;
- Forecasting capacity requirements over a 20-year period; at 5 year increments.
- Forecasting any impact of the California prison over-population on the county;
- Determining future space, staffing, and operational requirements;
- Updating the adult jail facilities outlined in the "Strategic Facilities Plan for 24-Hour Adult & Juvenile Correctional & Residential Institutions (January 31, 2003)";
- Making presentations to the Board of Supervisors and other policy and decision makers.
- Final deliverable will result in a single report titled: “The County of Santa Clara, Department of Corrections Needs Assessment/Facilities Study 2009.”

1. Review and analyze existing documents and information

Review, evaluate, and organize all known information and available related documents, such as jail population data, including reports to the Corrections Standards Authority, existing plans, and modifications, Grand Jury reports, inspection reports, staffing plans, policies and procedures, and other documents, as deemed appropriate.
2. **Define and evaluate the Department of Correction’s Operational and Design Philosophy**

This section includes an overall evaluation of the detention operating system. Analyzing the system’s history of overcrowding, general condition lawsuits, staffing and funding patterns are important, as well as a thorough review of past practices. This section includes analyzing the adequacy of the existing design (e.g. single/double occupancy vs. dormitories) and the adequacy of existing medical/mental health care space.

   a. Facility Type
   b. Capacity of facility
   c. Single-occupancy cells
   d. Double-occupancy cells
   e. Dormitories
   f. Dayrooms
   g. Intake/Release/Processing
   h. Visiting
   i. Classroom and Program Space
   j. Medical and Mental Health Services Space
   k. Special Housing Units
   l. Outdoor exercise
   m. Attorney Interview Rooms
   n. Confidential Interview Rooms
   o. Central and other Control Rooms
   p. Administration
   q. Staff Stations
   r. Public Areas
   s. Kitchen/Food Services
   t. Laundry
   u. Receiving space for Jail Supplies
   v. Maintenance Space
   w. Storage
   x. Sobering cell(s) as referenced by Title 15, Section 1056

3. **Provide Title 24 Needs Assessment**

County of Santa Clara RFP #XX for Jail Facilities Needs Assessment
Develop a needs assessment for adult detention to meet the requirements of Title 24; document methodology and cross-reference to applicable Title 15 and 24 standards to ensure all Correctional Standards Authority requirements are met. The final document should include, but not be limited to:

- Analysis of the corrections system trends and characteristics which influence planning assumptions about future changes.
- Description of the current inmate population including age, gender or sexual identification, race, special needs, medical and mental health trends, lengths of stay, crime and sentencing trends, changes in law and practices within the criminal justice system and other factors that have affected the number of pretrial defendants and sentenced offenders who are detained in the County.
- Analysis of performance in using programs which can reduce detention facility requirements.
- Projections of inmate populations by segregation groupings and housing type and program costs based on continuation of current policies.
- Projections of the impact of alternative sentencing policies and practices on inmate population growth and program costs.
- Projections of the impact of any solutions to California’s prison overpopulation on the County of Santa Clara.
- Potential policies that may be enacted in the future, such as State Correctional Reform Plans.
- Impact of population projections on the cost of providing current programs.
- Cost and benefits projections for any new programs discussed in the assessment, including benchmarking or comparison with like-sized counties.
- Discussion of unresolved issues.

a. Analyze the Jail Population

Gather and analyze historical data relating to the County’s jail population growth to describe the population and provide useful information for identifying proportions of the jail population that might be eligible for alternatives to incarceration; and for developing design specifications for the types and number of jail spaces that will be needed to accommodate inmates in expanded, renovated, or newly constructed correctional facilities.

Analysis should include potential changes in the jail population based on the current class action litigation against the State of California regarding prison overcrowding, and the impending correctional reforms, including parolee...
reforms, as indicated by Governor’s Prison Reform Plan in which inmates sentenced to three years or less would remain prisoners at the County level.

Analysis should also include potential changes in local jail population absent any impacts of state action.

Analysis of current and projected inmate population should include, but not be limited to:

- Custody classification
- Segregation groups
- Detention days service (by year)
- Average Daily Population (ADP)
- Average Length of Stay (ALS)
- Peaking Factors
- Classification Factors
- Gender
- Penal Code offense(s)
- Gang affiliations
- Pre-Arraigned status
- Un-Sentenced/Sentenced status
- Medical/Mental Health trends
- Other special needs
- Sexually violent predators
- Evaluate housing for PC 6600 inmates
- Voluntary revenue-generating inmates
- PC 269 registrants

b. Describe the Inmate Classification System
Santa Clara County employs a behavior driven classification system. As inmate’s housing placement is dictated by this classification plan, this section will describe that classification system and discuss its objectives and its impact on program and facilities needs. Housing types will be addressed for protective custody, administrative segregation, disciplinary segregation, civil commitments, management of disruptive inmates, management, and placement of inmates with disabilities, suicidal inmates, and other inmates.
requiring special housing, including those with mental health issues. Any information deemed to be a security breach will be redacted from any publication of the reports resulting from the RFP/study.

c. Describe program needs, including planned academic programs, special education programs and an analysis in using programs that can reduce secure facility requirements.

In 2008, the DOC completed the comprehensive assessment of jail programs including recommendations for future enhancements to these programs. As such, this section should address the staffing requirements and provide a comparative analysis to other like-size counties if implementing the recommended program enhancements.

d. Identify the Major Factors Driving the Demand for Jail Beds

The consultant should examine the various factors contributing to the growth of the jail population in Santa Clara County. The study should examine, but not be limited to:

- Population trends
- Inmate population projections should include projections of detention days, average daily population (ADP) and average length of stay (ALS). Projections also should be made of the housing types required over the next twenty years.
- Inmate gender trends
- Crime trends
- Trends in felony and misdemeanor arrests
- Sentencing trends
- Changes in laws and procedures
- Practices of agencies in the criminal justice system that directly contribute to jail population
- Inmate health trends
- Other factors that affect the number of pretrial defendants and sentenced offenders being detained in the County’s jail.

Program cost projections based on continuation of current policies would provide a baseline which the potential of alternative programs can be measured and will serve to identify emerging issues. Projections of the impact of alternative policies or programs on inmate population growth and
program costs may suggest exploring alternative methods to control and manage offender populations. This assessment will project start-up, as well as operational costs, for each alternative.

The second component of this section will include Santa Clara County’s experience with detention alternatives, such as misdemeanor citation releases, bail, own recognizance release, supervised release, home detention, electronic monitoring, drug courts, mental health courts, and other forms of diversion that can reduce secure facility requirements.

e. Adequacy of staffing levels
This section will describe Santa Clara County’s staffing of current jail facilities. Staffing levels discussed should include any additional staff, as well as facility maintenance intensity, required to run the jail facilities if expansion is necessary in the future.

Staffing requirements to implement programs whether in-custody or out-of-custody should also be addressed. The discussion should also include any difficulties in recruitment, selection, and retention of staff, as well as other historical factors relating to adequacy of staffing levels.

f. Ability to provide visual supervision as defined in Title 24
Visual supervision, where staff is stationed in a housing unit or adjacent control room, in addition to roving about the housing areas, is effective in controlling inmate behavior and being aware of the mood and activities occurring in the facility. This section will describe the department’s ability to provide visual supervision based on existing and future facility design and adequacy of staff.

g. Adequacy of Record Keeping
This section describes the Santa Clara County Jail staff’s adequacy of record-keeping, including, but not limited to, fiscal records, booking/arrest records, criminal history and inmate classification records, incident reports, inmate grievances, inmate disciplinary records, inmate work participation records, educational records, and inmate health care records.

This section should include a discussion of efficiencies that could be gained by automating this record keeping. Any information available such as
systems used by like-sized counties or a cost benefit analysis should be included.

h. Evaluate History of the Adult Detention System’s Compliance with Standards
The ability to comply with the Minimum Standards for Local Detention Facilities can be seen as an indicator of future compliance by Corrections Standards Authority (CSA) staff. This section includes a historical description of Santa Clara County’s detention facilities compliance with regulations, including CSA biennial inspections, annual health inspections (Health and Safety Code Section 101045), annual fire inspections (Health and Safety Code Section 13146.1), lawsuits, claims requirements, founded complaints and other standards and regulations.

i. Identify Any Unresolved Issues
This needs assessment study most likely will reveal issues that must be resolved and key decisions that must be made before any new or revised program can be implemented. These will be noted explicitly in your needs assessment under this discussion of unresolved issues. An implementation plan, with prioritizing recommendations, to resolve any issues identified shall be provided.

j. Forecast Capacity Requirements
Based on comparisons of the forecasting results derived from multiple methods and analytical interpretations of the projections, the Proposer should project the correctional system’s capacity requirements in 5, 10, 15, and 20-year increments, including a projection of needs by housing type. This requirements projection should also include all aspects of operating a jail facility to include the facility itself as well as the staffing, the support systems (e.g. laundry, food), maintenance, and the technology and automation aspects of running a secure jail environment.

Projections should also include current or new out-of-custody programs or sentencing alternative programs. Finally, the projections should include, via the use of scenarios if necessary, the anticipated impact of any reduction of California’s prison population.
4. **Update of the “Strategic Facilities Plan for 24-Hour Adult & Juvenile Correctional & Residential Institutions, 2003.”**

The Proposer is required to extract and update information contained in the DOC’s portion found in the report entitled “Strategic Facilities Plan for 24-Hour Adult and Juvenile Correctional & Residential Institutions, 2003.” Upon project scope’s completion, the Final Report will be renamed the “Department of Corrections Needs Assessment/Facilities Study, 2009”

The Proposer should inventory, document, and assess the County’s Main Jail complex, the Elmwood Correctional Complex, the North County Jail, and the Brokaw Road Day Reporting Center. The evaluation should consider, for each facility, the structural integrity, maintenance requirements, energy, water, technology infrastructure, waste reduction and sustainability as well as adaptability for other uses.

The evaluation will require that the Proposer meet with a variety of County officials, including representatives from the DOC, CHS, FAF, County Planning, County Executive’s Office, and others possibly.

The evaluation should include, but not be limited to, identifying:

a. Information and appropriate photographs  
b. Functionality as well as condition for the spaces intended use  
c. Location of all buildings within the jail complexes and correctional facilities  
d. Construction type and age of each building  
e. History and age of additions or renovations to each building  
f. Gross square footage of each structure  
g. California Standards Authority rated capacity  
h. Actual current capacity (beds in place)  
i. Medical and Mental Health inmate capacity  
j. Compliance with California Code of Regulation Title 24 regulations (including “grandfathering”)  
k. ADA compliance (where applicable)  
l. Parking adequacy, including security issues (staff, public, and visitor parking)  
m. Access to public transportation
n. Condition of building systems (e.g. structural, mechanical, plumbing, fire protection, electrical, security electronics, etc.), including code compliance
o. Immediate adult detention needs and priorities
p. Security and alarm systems
q. Technology infrastructure
r. Emergency vehicle access (e.g. ambulance, fire, law enforcement, etc.)
s. Ability to control site access in the event of an emergency or security incident
t. Expansion potential
u. Compatibility with use of adjacent buildings or properties.
v. Capacity for rehabilitative programming (e.g. classrooms)
w. Use of technology such as video surveillance in the facilities
x. Security Levels at each housing units
y. Available Office space for Service Providers
z. Alternate means to move inmates between floors, in addition to the use of elevators.

VENDOR SKILL SET AND KNOWLEDGE BASE

Specific criteria will be considered when reviewing vendor proposals in regard to vendor resources. Evidence of ability to match the criteria is requested to be present in the Proposer’s proposal submitted.

Ability to:

1. The Consultant must have been in business a minimum of 5 years and can demonstrate knowledge of and successful prior experience in working with the State of California Standards Authority’s regulations and requirements.

2. The Consultant and Consultant’s assigned project team must demonstrate successful prior experience in the development of:
   a. Title 24 needs assessments,
   b. Facilities condition studies,
   c. Corrections facilities master planning (including feasibility and programming studies),
   d. Alternative construction methods for corrections facilities, and
e. Program and project budgeting and scheduling.

3. The Consultant’s assigned Project Manager must have demonstrated experience as Project Manager for at least 5 years, and have participated in the needs assessment/master planning of at least 2 county corrections facilities; if there’s less than 5 years experience, then participation in at least 4 needs assessment/master planning projects of which 2 of these are for large-size counties.
II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the anticipated schedule for the procurement and describes the procurement events as well as the conditions governing the procurement.

A. SEQUENCE OF EVENTS AND CONTACT INFORMATION

The Point of Contact person will make every effort to adhere to the following anticipated schedule:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue of RFP</td>
<td>12/12/2008</td>
</tr>
<tr>
<td>2. Pre-Proposal Conference</td>
<td>12/19/2008</td>
</tr>
<tr>
<td>3. Deadline To Submit Written Questions</td>
<td>12/22/2008 by 4:00 p.m.</td>
</tr>
<tr>
<td>4. Response to Written Questions/RFP Amendments (Addendum)</td>
<td>12/29/2008 by 4:00 p.m.</td>
</tr>
<tr>
<td>5. Submission of Proposals</td>
<td>1/27/2009 at 3:00 pm</td>
</tr>
<tr>
<td>7. Selection of Short List</td>
<td>2/17/2009</td>
</tr>
<tr>
<td>9. Selection of Finalist(s)</td>
<td>3/3/2009</td>
</tr>
</tbody>
</table>

POINT OF CONTACT:

The County has designated a Point of Contact who is responsible for the conduct of this procurement whose name, address and telephone number are listed below:

Kathy Maniaci
Office of the County Executive
County of Santa Clara
70 West Hedding, 11th Floor
San Jose, CA 95110-1705
Telephone: 408-299-5125
e-mail: Kathy.Maniaci@ceo.sccgov.org
All deliveries via express carrier should be addressed as follows:
Kathy Maniaci – RFP # 900
Office of the County Executive
County of Santa Clara
70 West Hedding, 11th Floor
San Jose, CA 95110-1705

Any inquiries or request regarding this procurement should be submitted to the Point of Contact in writing. Proposers may contact ONLY the Point of Contact regarding this procurement. Other County employees do not have the authority to respond on behalf of the County.

B. EXPLANATION OF EVENTS

1. ISSUE OF RFP

This RFP is being issued by the Office of The County Executive. Copies of this RFP including supporting documents may be obtained from www.BidSync.com.

2. PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held on December 19, 2008 beginning at 2:00 PM PDT at the County Procurement Department, located at 2310 North First Street, Suite 201, San Jose, CA 95131-1040 in the Cedar Conference Room. A teleconference line has been established for those unable to attend in person. The teleconference number is 1-800-369-3306, Access code – 43574.

Attendance at the conference is highly recommended but is not a prerequisite for submission of a proposal.

***Potential Proposers are strongly encouraged to submit written questions in advance of the conference to the Point of Contact. Additional written questions may be submitted at the conference. All written questions timely received prior to the conference will be addressed orally at the conference, however oral responses are not binding until addressed in the form of a written addendum posted on: www.BidSync.com.
3. **DEADLINE TO SUBMIT ADDITIONAL WRITTEN QUESTIONS**

Potential Proposers may submit additional written questions as to the intent or clarity of this RFP until 4:00 P.M. PST as indicated in Paragraph II.A. The Point of Contact will not respond to questions submitted in any other manner or format.

Additional written requests for clarification of distributed addendums must be received by the Point of Contact by 12/22/2008 by 4:00 p.m.

4. **RESPONSE TO WRITTEN QUESTIONS/RFP AMENDMENTS**

Written responses to questions will be addressed in the form of an Addendum which will be posted on [www.BidSync.com](http://www.BidSync.com).

The County reserves the right to post addenda until the RFP closing date and time.

5. **SUBMISSION OF PROPOSAL**

**PROPOSALS MUST BE RECEIVED NO LATER THAN 3:00 P.M. PACIFIC STANDARD TIME (PST) ON JANUARY 27, 2009.** Proposals are to be received at the time and place listed below. All received proposals will be time stamped.

All deliveries via express carrier should be addressed as follows:

Kathy Maniaci – RFP # 900  
Office of the County Executive  
County of Santa Clara  
70 West Hedding, 11th Floor  
San Jose, CA 95110-1705

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to “RFP #900 --Jail Facilities Needs Assessment.” Proposals submitted by facsimile or electronically will not be accepted.
6. **INCURRING COST**

This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

CLAIMS AGAINST THE COUNTY: Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Agreement with your organization in accordance with the terms thereof).

7. **GUARANTEE OF PROPOSAL**

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one-hundred and eighty (180) days after the due date for receipt of proposals or one-hundred eighty (180) days after receipt of a best and final offer, if one is submitted.

8. **Basis for Proposal**

Only information supplied by the County in writing or in this RFP should be used as the basis for the preparation of proposer proposals.

9. **Form of Proposals**

No oral, telephone, facsimile or electronic proposals will be accepted.

10. **Late Responses**

All proposals submitted in response to this RFP must be delivered in person or received via courier or mail no later than the RFP due date and time. The Office of the County Executive time and date stamp will be the basis of determining receipt of proposal. NO LATE PROPOSALS WILL BE ACCEPTED.
11. **NO PUBLIC PROPOSAL OPENING**

There will be no public opening for this RFP.

12. **CALIFORNIA PUBLIC RECORDS ACT (CPRA)**

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the Public Records Act (PRA, California Government Code section 6250 and following). If proprietary information is contained in or attached to the written proposal, and proposer claims that it falls within one or more PRA exemptions, the proposal must clearly identify the “proprietary” or “confidential” information. In the event of a PRA request for such information, the County will ask proposer to provide a legal basis for exempting it under the PRA. If the proposer provides an adequate legal basis to keep the information confidential, the County will request the proposer agree in writing to defend and indemnify the County in any litigation that may result from denial of a PRA request. Unless proposer responds timely and agrees to do so, the County will disclose the information under the PRA.

13. **CONFIDENTIALITY**

All data and information gathered by the proposer and its agents in this RFP process, including reports, recommendations, specifications and data, shall be treated by the proposer and its agents as confidential. The proposer and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. Generally, each proposal and all documentation, including financial information, submitted by a proposer to the County is confidential until a contract is awarded, when such documents become public record under state and local law, unless exempted under CPRA.

14. **ELECTRONIC MAIL ADDRESS**

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential proposers agree to provide the Point of Contact with a valid e-mail address to receive this correspondence.
15. **USE OF ELECTRONIC VERSIONS OF THE RFP**

This RFP is being made available by electronic means. If accepted by such means, the proposer acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Proposer’s possession and the version maintained by the Office of the County Executive the version maintained by the Office of the County Executive must govern.

16. **COUNTY RIGHTS**

The County reserves the right to do the following at any time:

a. Reject any or all proposal(s), without indicating any reason for such rejection.

b. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation.

c. Request that proposer supplement or modify all or certain aspects of their proposals or other documents or materials submitted.

d. Terminate the RFP, and at its option, issue a new RFP.

e. Procure any equipment or services specified in this RFP by other means.

f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals.

g. Extend a deadline specified in this RFP, including deadlines for accepting proposals.

h. Negotiate with any or none of the proposers.

i. Modify in the final agreement any terms and/or conditions described in this RFP.
j. Terminate failed negotiations with an proposer without liability, and negotiate with other proposers.

k. Disqualify any proposer on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to the County.

l. Eliminate, reject, or disqualify a proposal of any proposer who is not a responsible proposer or fails to submit a responsive offer as determined solely by the County.

m. To accept all or a portion of a proposer’s proposal.
III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Proposers shall submit only one proposal.

A Proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The County personnel will not merge, collate, or assemble proposal materials.

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The proposer must submit a written withdrawal request signed by the proposer’s duly authorized representative addressed to the Point of Contact.

B. NUMBER OF COPIES

Proposers must provide one (1) original and seven (7) identical copies of their proposal, and one (1) original Cost Proposal in separate cover, clearly marked “Cost Proposal” to the location specified on or before the closing date and time for receipt of proposals. The originals must be stamped “originals” and contain original signatures on the necessary forms.

All of the original binders must be stamped “original”. Original Binders must contain all of the required signatures from the Proposer. The remaining sets should be copies of the originals.

C. PROPOSAL FORMAT

All proposals shall be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Hard copies should utilize both sides of the paper where practical.
1. **LETTER OF TRANSMITTAL**

   Each proposal received must include a letter of transmittal. The letter of transmittal **MUST**:
   
   a. Identify the submitting organization;
   
   b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
   
   c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
   
   d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of person(s) to be contacted for clarification;
   
   e. Be signed by the person authorized to contractually obligate the organization
   
   f. Acknowledge receipt of any and all addenda to this RFP; and identify all sections of the proposal that the Proposer claims contain “proprietary” or “confidential” information.

2. **PROPOSAL ORGANIZATION**

   The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:
   
   Tab 1 - Letter of Transmittal
   Tab 2 - Table of Contents
   Tab 3 - Executive Summary
   Tab 4 - Proposer Experience/Information
   Tab 5 - Past Performance References
   Tab 6 - Implementation Plan and Project Management
   Tab 7 - SOW – Project Work Plan
   Tab 8 - Indemnity & Insurance Requirements – Appendix D
   Tab 9 - Non-Collusion Declaration – Appendix C
   Tab 10 – Oath of Confidentiality – Appendix E
   Tab 11 - Response to County Terms & Conditions – Appendix A
   Tab 12 - Proposer’s Additional Terms and Conditions
   Tab 13 - Financial Stability/Proposer’s Financial Information
   Tab 14 - Proposer’s Cost Proposal Response Form – Appendix B
3. **PROPOSAL PREPARATION INSTRUCTIONS**

Within each section of their proposal, Proposers should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by Proposers to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Proposer’s proposal.
IV. REQUIREMENTS AND PROPOSER SUBMITTALS

This section contains requirements and relevant information Proposers should use for the preparation of their proposals. Proposers should thoroughly respond to each requirement.

A. PROPOSER’S CORPORATE INFORMATION

1. EXECUTIVE SUMMARY

Include an executive summary which should be a summary intended to provide the Evaluation Committee with an overview of the significant business features of the proposal.

2. PROPOSER EXPERIENCE/INFORMATION

The Proposer shall include in their proposal a statement of relevant experience. The Proposer should thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of subcontractors, if applicable in providing the proposed jail facilities needs assessment. In addition, Proposers are required to provide the following information:

a. Proposers shall provide the company name, business address, including headquarters and all local offices, and telephone numbers.

b. Proposers shall provide a description of the Proposer’s organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the organization.

c. Proposers shall provide the name of the jurisdiction in which the Proposer is organized and the date of such organization.

d. Proposers shall provide a description of their experience working with a governmental or regulatory agency for the development of a jail needs assessment and facilities study, including a comprehensive list of all solution recommendations in the last five years. Response shall include the desired skills set and knowledge indicated in Section I, page 19.
e. Provide a complete disclosure if Proposer, its subsidiaries, parent, other corporate affiliates, or subcontractors have defaulted in its performance on a contract during the past five years which has led the other party to terminate the contract. If so, identify the parties involved and circumstances.

f. Provide a list of any lawsuits filed against the proposer, its subsidiaries, parent, other corporate affiliates, or subcontractor in the past five years and the outcome of those lawsuits. Identify the parties involved and circumstances. Also describe any civil or criminal litigation or investigation pending.

g. Provide a complete disclosure if Proposer, its subsidiaries, parent, other corporate affiliates, or subcontractors have defaulted in its performance on a contract during the past five years which has led the other party to terminate the contract. If so, identify the parties involved and the circumstances of the default or termination.

3. **FINANCIAL STABILITY/PROPOSER FINANCIAL INFORMATION**

Proposer shall submit copies of the most recent years independently audited financial statements, as well as those for the preceding three years, if they exist. The submission shall include the audit opinion, balance sheet, income statement, retained earnings, cash flows, and notes to the financial statements. If independently audited financial statements do not exist for the Proposer, the Proposer shall state the reason and, instead, submit sufficient information such as the latest Dun and Bradstreet report to enable the Evaluation Committee to determine the financial stability of the Proposer. The Point of Contact may request and the Proposer shall supply any additional financial information requested in a timely manner.

4. **PAST PERFORMANCE (REFERENCES)**

The Proposer’s proposal shall include three client references of past clients for whom jail studies have been recently performed and that involved at least one of the primary consultants listed in the proposal as assigned to this jail needs assessment should be provided.
1. Name of the contact person, title;
2. Name of the company or governmental entity;
3. Address of the contact person;
4. Telephone number of contact person;
5. Email address of the contact person;
6. A description of the services provided and dates the services were provided and the names of proposer’s consultant who were involved in the project.

B. IMPLEMENTATION PLAN AND PROJECT MANAGEMENT

1. PROJECT MANAGEMENT TEAM

a. Proposer shall include an assessment implementation plan the Proposer intends to employ for the project and an explanation of how it will support the project requirements and logically lead to the required deliverables. The description shall include the organization of the project team, including Sub-Consultants and the description of the services to be performed by the sub-consultant. And lastly, the accountability and lines of authority of Proposer’s team.

b. Proposers shall include a list of proposed project staff and key personnel.

c. Proposers shall provide resumes, experience narratives to include strength of each team member, and at least one reference for each key personnel who will be assigned to the project, if awarded the contract.

d. The experience narratives should include relationship with the Proposer, including job title and years of employment with the Proposer; role to be played in connection with the proposal; relevant strengths and certifications associated with developing, Master Planning and Programming of County Jail Projects.

e. Proposers shall describe how the relationship between the County and Proposer will be managed from an account perspective.

f. Proposers shall include the steps that will be undertaken to identify and resolve any issues during the assessment.
The contractor will be responsible for supplying professional expertise and leadership for the project plan through a single project manager. The completion of the project must be cooperatively managed by the Proposer’s Project Manager and the designated County Project Leader.

Periodic meetings will focus on discussing project progress, risk management, problem areas, next steps and future plans. Meeting minutes, action items, item/issues discussed and outstanding issues will be documented and distributed after each meeting by the Proposer’s Project Manager to the County Project Leader.

2. **STATEMENT OF WORK (SOW)**
   Describe your Project Schedule and Start Date.
   1. Describe your firm’s ability to perform the work within the schedule outlined herein.
   2. The Proposer shall provide a timetable for the study, which will show the approximate times when key activities will occur and their general sequence.
   3. The timetable should encompass the project activities up to the time of the submission of the first preliminary draft report to the County for review and comment, and the delivery of the final Jail Needs Assessment/Facilities 2009 report.
   4. The Proposer’s project timetable should be depicted in a clear and easy-to-read chart, or graph.
   5. Describe Time Frames for check-ins with the County’s Project Leader at bi-weekly intervals.

3. **PROJECT IMPLEMENTATION PLAN**
   Describe your implementation plan and assessment methodology, which define the approach needed to providing services to the County for this project.
   
   1. Proposer shall include an assessment implementation plan the Proposer intends to employ for the project and an explanation of how it will support the project requirements and logically lead to the required deliverables.
   
   2. Proposer shall describe the assessment methodology that will be employed including benchmarks or comparisons with like-size counties. Provide the process you will use to perform the assessment, data analyses, report generation, and follow-up.
Include a schedule showing anticipated milestones. Each milestone should include planned deliverables, the associated staff member who is responsible for the deliverable and the timeline estimated for each task.

3. Proposer shall describe the types of methodological approaches, including assumptions and risks, used to forecast the future jail populations and facilities needs. The Proposer shall also include a discussion of the relevant factors, such as programming, and a critique of the accuracy of these forecasts.

4. Proposers shall describe how the relationship between the County and Proposer will be managed from an account and technical support perspective.

4. **DELIVERABLES**

   The County requires the following documents and other deliverables to be produced during the course of the project:

1. Project Plan, to be developed at the start of the project, and approved by the County’s Project Leader prior to the start of work.

2. Bi-weekly status reports and briefing in a format as mutually agreed to between the County and vendor Project Managers.

3. Provide a written Preliminary Report, to County’s Project Leader for editing and comments, at one month before project completion.


5. Provide a presentation to County Executives’ Team of the Preliminary Report, at six weeks before project completion.


7. Final submittal of “The County of Santa Clara, Department of Corrections Needs Assessment/Facilities Study 2009”
   
   a. 20 hard copies and 20 PDF CD shall be supplied to County Project Leader by project completions or no later than **July 15, 2009**.

8. Provide Presentations to the County Board of Supervisors and to the Public Safety and Justice Committee in a public meeting using electronic visuals. Also provide Executive Summary for members not in attendance at either meeting.
C. **COST PROPOSAL**

Proposers shall complete all the pages of the Cost Proposal Response Form-Appendix B. The proposed costs shall directly relate to the Project Work Plan.

**Project Budget**
This is a fixed-fee project and a detailed fee structure should be submitted at the same time as the rest of the proposal, but in a separate and sealed envelope. The budget must include the following costs:

**Personnel**
- List of staff
- Tasks assigned to each staff member
- Hourly assignments of each staff member
- Hourly rate for each staff member
- Lump sum cost estimate for each work schedule item.

**Expenses**
- Airfare and ground transportation
- Lodging
- Per diem for onsite visits

**Total Project Cost**
- Include a not-to-exceed total cost that includes all expenses. Payment is dependent on adherence to project work plan.

D. **OTHER SUBMITTALS**

1. **INSURANCE REQUIREMENTS**

Proposers shall provide a certificate(s) of insurance or a copy insurance declaration page(s) with their proposals as written evidence of their ability to meet the insurance certificate and other applicable County insurance requirements in accordance with the provisions listed in the RFP. In addition, Proposers shall provide a letter from an insurance agent or other appropriate insuring authority documenting their willingness and ability to endorse their insurance polities making the County an additional insured.

2. **NON-COLLUSION DECLARATION**
Proposers shall complete and submit with their proposal the Non-Collusion Declaration with their proposals.

3. **OATH OF CONFIDENTIALITY**

Oath of Confidentiality – Appendix E Proposer must complete and submit with proposal.

4. **CONTRACTING PRINCIPLES DECLARATION**

As a condition of awarding a new contract, any agency or company contracting to deliver services for the County shall comply with the contracting principals as defined Appendix-F and must complete and submit with proposal.

5. **TEMPORARY SECURITY CLEARANCE**

As a condition of awarding a new contract, any agency or company contracting to deliver services for the County shall submit the Santa Clara County Department of Corrections, Temporary Security Clearance. Consultant staff and any subcontractor staff working on the security assessment will be required to undergo a security clearance, including fingerprinting and a criminal background check that will be performed by the Department of Correction. Three days prior to entering any DOC facility, the contractor must request a temporary security clearance. Upon arrival at the facility, the contractor must surrender his or her valid, current, government issued photo ID to the Correctional Officer in exchange for a visitor pass for the time spent in the jail facility.

6. **RESPONSE TO AGENCY TERMS AND CONDITIONS**

Should a Proposer object to any of the County’s terms and conditions, as contained in Appendix A, the Proposer must propose specific alternative language and indicate the reason for the objection. The County may or may not accept the alternative language. General references to the Proposer’s terms and conditions or attempts at complete substitutions are not acceptable to the County. Proposers must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording.

7. **PROPOSER’S ADDITIONAL TERMS AND CONDITIONS**
The Proposer must submit with their proposal any additional terms and conditions that they expect to have included in the contract negotiated with the County. Proposers must provide specific proposed wording and a brief discussion of the purpose and impact, if any.

8. **DECLARATION OF LOCAL BUSINESS (APPENDIX F)**

The Proposer has the option of completing the Declaration of Local Business and submitting with the proposal.
V. EVALUATION

A. EVALUATION FACTORS

The Evaluation Criteria listed below will be utilized in the evaluation of the Proposer’s written proposals. The expectation is that those proposals in the competitive range may be considered for contract award. The proposal should give clear, concise information in sufficient detail to allow an evaluation based on the following criteria. A Proposer must be acceptable in all criteria for a contract to be awarded, to that Proposer whose proposal provides the best value to the County.

The proposal response shall enable the Evaluation Committee to evaluate the responsiveness and quality of the proposal to each of the RFP requirements/criteria listed in Section IV. Factors determining the best value include, but not limited to the following:

a. Adherence to the RFP

b. Corporate strength, experience, financial strength, references and reputation of proposer

c. Ability to meet the business requirements, approach and methodology for project management

d. Local Business Preference

e. Cost

B. LOCAL BUSINESS PREFERENCE:

In accordance with applicable sections of Board Policy, Section 5.3.13, in the formal solicitation of goods or services, the County of Santa Clara shall give responsive and responsible Local Businesses the preference described below.

“Local Business” means a lawful business with a physical address and meaningful “production capability” located within the boundary of the County of Santa Clara.
The term “production capability” means sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the firm’s or bidder’s ability to perform the proposed contract. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a “Local Business.”

In the procurement of goods or services in which best value is the determining basis for award of the contract, five percent (5%) of the total points awardable will be added to the Local Business score.

When a contract for goods or services, as defined in this policy, is presented to the Board of Supervisors for approval, the accompanying transmittal letter shall include a statement as to whether the proposed vendor is a Local Business, and whether the application of the local preference policy was a decisive factor in the award of the proposed contract.

This Local Business preference shall not apply to the following:
1. Public works contracts,
2. Where such a preference is precluded by local, state or federal law or regulation,
3. Contracts funded in whole or in part by a donation or gift to the County where the special conditions attached to the donation or gift prohibits or conflicts with this preference policy. The donation or gift must be approved or accepted by the Board of Supervisors in accordance with County policy, or
4. Contracts exempt from solicitation requirements under an emergency condition in accordance with board policy, state law and/or the County of Santa Clara Ordinance Code (Section A34-82).

In order to be considered for Local Preference, bidder must complete and submit Appendix F with proposal response.
APPENDIX A
SAMPLE AGREEMENT BY AND BETWEEN
THE COUNTY OF SANTA CLARA AND “CONTRACTOR”
JAIL FACILITIES NEEDS ASSESSMENT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into and made effective xxxx 2009 between the County of Santa Clara, California herein after referred to as the "County," Santa Clara County’s Office of the County Executive herein after referred to as the “Agency” and Contractor’s Name herein after referred to as the "Contractor." Whereby this agreement is the document containing the terms and conditions to provide professional services with the objective to forecast the population of the County inmates and the resulting capacity requirements of the County’s correctional facilities over a 20-year period, at 5-year increments, to determine future space and operational requirements to prepare for decades of growth.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The following Exhibits are attached hereto and incorporated herein by reference:

Exhibit A – Cost Summary Compensation Plan and Payment Schedule
Exhibit B – Statement of Work (SOW)
Exhibit C – Key Personnel Project Roles and Contact Information
Exhibit D – Indemnity and Insurance Requirements
Exhibit E – Oath of Confidentiality
Exhibit F - Temporary Security Clearance

1. DEFINITIONS:

1.1 “Acceptance” means approval of the COUNTY, for service supplied by the CONTRACTOR under the terms and conditions of this Agreement.

1.2 “Agency” means the Santa Clara County Office of the County Executive (CEO)

1.3 “Contract” means an agreement for the procurement of professional services. “Contract” and “Agreement” are may be used interchangeably, and both refer to this Agreement.
1.4 "Contract Administrator" means the individual designated by the County to administer the contract after it has been executed.

1.5 "Contractor" means a successful proposer who enters into a binding contract.

1.6 "County" means the County of Santa Clara

1.7 "Professional Services" means analysis and planning services including the preparation of plans and project related documents.

1.8 “Project Leader” means the individual assigned by the COUNTY to manage the project and administer the agreement.

1.9 “Project Plan” means a document approved by the Project Leader which includes a list of tasks to be performed and the time frame for the completion of each task including the allocation of both contractor and using agency resources. All work under this Agreement shall be performed in accordance with the approved Project Plan.

1.10 “Services” means the professional services to be performed within the scope of the agreement.

1.11 “Task” means a specific piece of work or activity.

2. TERM OF CONTRACT

2.1 This Agreement shall not be effective or binding unless approved in writing by the Acting County Executive, or authorized designee, as evidenced by their signature as set forth in this Agreement. The term of the Agreement shall be for xxxx months commencing on xxxxxxx xx, 2008 and terminating xxxx xx, 2009.

2.2 Furthermore, at any time during the term of the Agreement, the Agreement is subject to early termination or termination for lack of appropriations or termination for cause in accordance with Paragraph 3.1 or Paragraph 3.2 or Paragraph 3.3 of this Agreement. The County may contract with the Contractor for maintenance beyond the contract term.

3. TERMINATION
3.1 Early Termination. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by delivering to the other party notice of the intent to terminate at least sixty (60) days prior to the intended date of termination. By such termination, neither County nor the Contractor may nullify obligations, if any, already incurred for performance or failure to perform prior to the date of termination. Termination under this Paragraph 3.1 may be made with or without cause.

**THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED COUNTY IN SUCH CIRCUMSTANCES AS THE CONTRACTOR’S DEFAULT OR BREACH OF CONTRACT.**

3.2 Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient authorizations and appropriations being or having been made by the County for the performance of this Agreement. If sufficient authorizations and appropriations are not or have not been made by the County, or are discontinued by the County, this Agreement shall terminate upon written notice being given by County to the Contractor. The County’s decision as to whether sufficient authorizations or appropriations are or have been made, or are or have been discontinued, shall be accepted by the Contractor and shall be final.

3.3 Termination for Cause. County may immediately terminate this Agreement for cause upon written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (1) material breach of this Agreement by Contractor, (b) violation by Contractor of any applicable laws, (c) assignment by Contractor of this Agreement without the written consent of County pursuant to Section 23.2.2 failure to provide services in a satisfactory manner. Such notice will specify the reason for termination and will indicate the effective date of such termination.

3.4 In the event of termination, Contractor will deliver to County copies of all reports and other work performed by Contractor under this Agreement and upon receipt thereof, Contractor will be paid for services performed and reimbursable expenses incurred to the date of termination. Any recurring fees paid by the County shall be prorated and the unused portion promptly refunded to the County.

4. CONTRACT MODIFICATIONS
4.1 This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by both parties. No amendment shall be effective or binding unless approved by the County Project Leader, or authorized designee.

4.2 Failure by Contractor to secure proper prior written authorization from County for additional products or services beyond those specifically stated in this Agreement may be a waiver by Contractor of any claim for additional compensation related to such item.

5. SCOPE OF WORK

5.1 Contractor agrees to provide the County all services set forth in this Agreement, including all necessary staff and resources. Upon final acceptance by the County, the Contractor shall have submitted a Project Plan / Statement of Work (SOW) – Exhibit B, to the Project Leader for review and approval before any billable contract work is initiated. To obtain a common understanding and agreement of the work to be completed, a detailed project plan will be developed including all tasks to be performed, the roles and responsibilities of the two parties, deliverables, timelines, and acceptance criteria for each task. This plan will include all aspects of the project and will be monitored throughout the course of this Agreement. The final SOW shall be signed by both parties and incorporated by reference.

5.2 The County will consider Contractor to be the single point of contact with regards to all contractual matters, including payment of any and all charges for services acquired under the Agreement and any issues regarding the subcontractor.

5.3 All work performed by the Contractor under this Agreement must conform to applicable government laws, regulations, and codes as well as to acceptable industry standards and practices. This conformance includes but is not limited to all relevant State of California laws and statutes and County Rules and Regulations and documented County procedures which affect the operation of the custom application software.

5.4 Contractor shall cooperate with County’s periodic review of Contractor’s performance. Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.
5.5 Contractor shall provide to the County all documentation relevant to the services of this Agreement, at no additional cost.

6. COUNTY CONTRACT ADMINISTRATOR

This Agreement shall be administered by the County’ Office of the County Executive. The County’s Office of the County Executive shall appoint a project leader for this Agreement who shall be the official contact between the Contractor and the County in all matters concerning this Agreement. All events, problems concerns or requests affecting this Agreement must be reported by the Contractor to the Administrator in a timely manner.

7. PROJECT MANAGER(S) AND KEY PERSONNEL

7.1 Exhibit C of this Agreement lists the key personnel, including the project leader, engaged by County, and project manager by Contractor to perform the work under this Agreement.

7.2 Contractor shall make every attempt to ensure that key personnel are not diverted from this project without prior notice to County. Key personnel are those individuals who are determined by County to be central to the management of the project, as designated in Exhibit C.

7.3 In the event the Contractor project manager designated in Exhibit C is reassigned by Contractor to a different project or is otherwise unavailable, the County will be notified and a replacement project manager with equivalent competence shall be appointed, subject to the approval of the County.

7.4 If the number of Contractor’s personnel are reduced because of death, permanent termination of employment, or extended illness, Contractor shall, within ten (10) working days of the reduction, replace the same or greater number of personnel with equal ability, experience, and qualification subject to County approval. County, in its sole discretion, may approve additional time beyond the ten (10) working days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel.
7.5 The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

7.6 The Contractor project manager shall manage the project from start. The Contractor project manager shall be responsible for planning and executing tasks, supervising and directing the activities of Contractor staff, and interacting with County personnel to ensure quality deliverables that comply with task requirements.

7.7 The Contractor shall not change its project manager without prior written approval from the County Project Leader. The County may request, and the Contractor shall agree, to change the Contractor project manager, if, in County’s sole judgment, the assigned Project Manager is not satisfying the contractual requirements of the Agreement.

7.8 Both parties may include other key personnel to provide expertise to successfully complete the project and provide on-going support. Once identified, Contractor may not change additional key personnel without prior written approval from the County.

7.9 The Contractor project manager, either in person or by teleconference, shall meet with the County project leader on a weekly basis, along with other staff, as deemed appropriate. The purpose of the meetings is to review project and schedule status. Discussions will include progress to date, test results, problems/resolutions, resource issues, and action items. Contractor shall publish agendas and meeting minutes/status reports, as appropriate, and distribute to County Project Leader and/or all involved parties.

7.10 Contractor key personnel shall provide eight (8) hour maximum response time to voicemail and email messages.

7.11 The County project leader’s responsibilities shall include, but not be limited, to the following:

7.11.1 Clear identification of objectives and responsibilities
7.11.2 Effective management of change requests and project scope
7.11.3 Setting of common expectations for level of effort, outcomes and timeframes
7.11.4 Definition of tasks, timelines and persons responsible
7.11.5 Efficient utilization of resources, including coordination of diverse
groups
7.11.6 Definition of points of contact for tasks and dissemination of information
7.11.7 Timely communication of project status and problem areas
7.11.8 Effective team management for resolution of problems
7.11.9 Control of project expenses (accountability for the budget)

8. COST SUMMARY AND COMPENSATION PLAN

8.1 Exhibit A of this Agreement is the basis for the pricing and compensation plan. The maximum compensation paid to the Contractor under this Agreement is $[Enter Amount] for services set forth in Exhibit A provided however, that this dollar amount is not a commitment by the COUNTY to spend such dollars on Services but a limit of which the COUNTY may spend on the Services.

8.2 In the event of a decrease in fees, Contractor shall extend the lower price(s) to the County and provide prompt written notification to the County Contract Administrator.

8.3 Both parties acknowledge that during the contract term, services may be added to the agreement. If a cost is associated, County reserves the right to negotiate cost. The County Contract Administrator will approve the additional services by means of an amendment

8.4 The County will not pay any cost or charge that is not described in detail in this Agreement or amendment to this Agreement.

9. INVOICES

9.1 Contractor shall invoice according to the pricing and compensation schedule of Exhibit A of this Agreement. Invoices shall be sent to the appropriate address listed on page 1, AUTHORIZED USER, of the Contract Award document.

9.2 Invoices shall include: Contractor’s complete name and remit to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

9.3 Contractor and County shall make reasonable efforts to resolve all invoicing disputes within forty-eight (48) hours.

9.4 Contractor shall invoice according to the pricing listed on Exhibit A Cost
Summary and Compensation Plan Payment Schedule.

9.5 County will only pay for services that have been rendered after receipt of undisputed invoices.

9.6 Invoices shall itemize the services of the agreement, as well as include the following:

Contractor complete name and remit to address;
- Invoice date, invoice number, and payment term;
- County contract number;
- Pricing per Exhibit A – Cost Summary and Compensation Plan Payment Schedule;

10. PAYMENT TERMS AND EDI PAYMENT

10.1 Payment shall be net 30 days from receipt of an undisputed invoice. The County reserves the right to withhold payment until equipment/services have been rendered and receipt of an undisputed invoice. Invoices shall be deemed to have been submitted in proper form unless County notifies Contractor to the contrary within fourteen (14) working days upon receipt of invoice. Payment shall be made according to Exhibit A of this Agreement. The County will not pay late payment charges.

10.2 Electronic transfer of funds is now the method of payment made to the payee’s bank account with a financial institution. Payment is deemed to have been made when the funds are transferred.

10.3 Payment of Taxes: The Contractor shall agree that the responsibility for payment of all state and federal taxes assessed on the compensation received under this Agreement shall be the Contractor’s obligation and be identified under the Contractor’s federal and state identification number(s).

10.4 Payment shall be made according to the prices listed on Exhibit A – Cost Summary and Compensation Plan Payment Schedule

10.5 The County will not pay late payment charges.

11. DELIVERY AND SERVICE LOCATION AND INSTRUCTIONS
11.1 All on-site work/services shall be performed or delivered at the following location:

11.2 County requires that Contractor wear proper identification while on-site.

12. TIME SCHEDULE

12.1 It is critical that all activities be completed on a timely basis. If Contractor anticipates possible delays in completing an activity, it must promptly notify the County Project Leader, in writing. The written notification shall include the impact on the activities and overall project.

12.2 Delays to the schedule as a result of County’s lack of response or inability to meet deliverables and timelines shall be factored in when gauging Contractor’s ability to meet all delivery commitments. Such delays identified and mutually agreed upon by both parties will not constitute a breach of this Agreement.

13. STATEMENT OF WORK (SOW)

13.1 The Statement of Work (SOW) is attached herein by reference as Exhibit B.

13.2 The SOW may be revised only by mutual written consent of both parties, which consent shall not be unreasonably withheld. The parties shall undertake best efforts to perform the tasks described in the SOW by the time periods referenced therein.

13.3 All changes must be documented, signed by both parties and will be included as part of the Statement of Work and incorporated by reference. No changes will be valid unless signed by the County and the Contractor.

13.4 Changes requiring additional funding or contractual obligations will require amendments to the agreement executed by the Contractor and the Director of Procurement.

13.5 The SOW shall not contain language that conflicts with the terms and conditions of this Agreement. If a conflict occurs, the terms and conditions of this Agreement shall prevail.

13.6 The Contractor and the County shall report to each other at meetings, either in person or by telephone conference, held at regular intervals specified by the County, as to the progress being made by each of them in respect to the
Statement of Work, any delays being encountered and the action being taken to recover from such delays.

14. REPORTING REQUIREMENTS

Exhibit B – Statement of Work (SOW) of this Agreement includes the reporting requirements as agreed to by the County and Contractor.

15. USE OF SUBCONTRACTOR

Contractor must not use subcontractors or outside consultants for work to be completed under this Agreement, except as may be approved in writing in advance, at the reasonable discretion of the County Project Leader. This provision does not prevent the contractor from hiring contract employees who are managed by the contractor. Appendix E of the RFP, as completed by the contractor, reflects that the contractor present intention [not to use/or to use] subcontractors.

If the need to use a subcontractor is approved all sub-contractors are subject to the same provisions for providing service as the Agreement between County and Contractor. Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations. Contractor shall ensure that all subcontractors comply with the terms and conditions of this Agreement.

16. CONFIDENTIALITY

16.1 Any information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of County except as may otherwise be required by law.

16.2 Contractor and County must keep confidential all information, including, without limitation, employee records, obtained in performing this Agreement as required by State, federal or local laws or regulations.

16.3 Information that either party may acquire from the other in conjunction with this Agreement or the products or services provided by Contractor hereunder are considered "Confidential Information," if so marked or identified, or if its confidential nature is reasonably apparent. Contractor must not use this Confidential Information except to provide services to County, and will not disclose or transfer this Confidential Information to others, except to Contractor'
employees who reasonably require it for purposes of this Agreement and who agree to maintain its confidentiality. County will not disclose Confidential Information of Contractor to any third party (except to employees of County having a need to know or where disclosure is required by applicable law, and then on not less than 10 days prior written notice to Contractor. Each party must safeguard all Confidential Information in its possession. However, neither party is prevented from using or disclosing information that:

16.3.1 The receiving party can demonstrate by written records was known to that party before the date of disclosure hereunder;
16.3.2 At the time of disclosure was in the public domain;
16.3.3 Becomes part of the public domain, except by breach of this Agreement;
16.3.4 Is lawfully disclosed to the receiving party on a non-confidential basis by a third party who is not obligated to any other party to retain the information in confidence; or
16.3.5 Is used or disclosed with the disclosing party's prior written approval.

16.4 Contractor must comply with federal regulations on privacy and confidentiality regarding maintaining the privacy of personal health information of the County patients and members. The HIPAA business associate language is incorporated into the Agreement as the Oath of Confidentiality Exhibit F.

17. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

17.1 The Contractor shall defend, at its own expense, indemnify and hold harmless the County and its agencies against any claim that any service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys’ fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County based upon Contractor’s trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the County for all costs, attorneys’ fees and amount of the judgment. To qualify for such defense and or payment, the County shall:
17.1.1. Give the Contractor prompt written notice within 48 hours of any claim;
17.1.2. Allow the Contractor to control the defense of settlement of the claim; and
17.1.3. Cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
17.2 If any product or service becomes, or in the Contractor’s opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
   17.2.1. Provide the County the right to continue using the product or service and fully indemnify the County against all claims that may arise out of the County’s use of the product or service;
   17.2.2. Replace or modify the product or service so that it becomes non-infringing; or,
   17.2.3. Accepts the return of the product or service and refund an amount equal to the paid fee. The Contractor’s obligation will be void as to any product or service modified by the County to the extent such modification is the cause of the claim.

17.3 Nothing produced, in whole or in part, by the CONTRACTOR under this Agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

18. INDEMNIFICATION AND INSURANCE

18.1 The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Contract by the Contractor and/or its agents, employees or sub-Contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Contract to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys’ fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under the Agreement.

18.2 Contractor shall maintain insurance coverage that meets the requirements of Exhibit D during the term of this Agreement.

18.3 The County’s current contractor for insurance compliance is Periculum Services Group. All insurance certificates must be sent to the following address upon request:

   County of Santa Clara
   C/o Periculum Services Group
   P.O. Box 257 Dept. #: 84-1021789
Portland, Michigan 48875-0257

All questions regarding acceptance or declination of coverage should be directed to: Shannon Beech, at Periculum, at 517-647-1700 ext. 207 or fax at Primary: (517) 647-7900 or Alternate: (775) 245-2513

19. DEFAULT/LITIGATION

19.1 Contractor warrants that it has a positive net worth at the effective date of this Agreement and agrees that it shall maintain a positive net worth throughout the term of this Agreement. Furthermore, the Contractor shall notify County immediately, in writing, of any material, adverse change in Contractor’s net worth.

19.2 Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor’s ability to perform under this Agreement, nor to the best knowledge of the Contractor is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to County.

20. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the enquiring entity or the new entity is legally required to:

20.1. Honor all the terms negotiated in any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.

20.2. Provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. No additional license or maintenance fee will apply.
20.3 Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

21. PERFORMANCE, ACCEPTANCE, MONITOR, AND EVALUATION

21.1 Performance:
   21.1.1 Contractor holds itself out as an expert in professional services listed herein. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which advice is handled or services are rendered will be evaluated in light of the Contractor’s superior skill. Contractor shall provide equipment and perform work in a professional manner consistent with manufacturer and industry.

   21.1.2 Contractor shall provide all services required by August 31, 2009.

21.2 Acceptance:
   21.2.1 County will use the criteria established in Section 5 and the Statement of Work (SOW) Exhibit B of this agreement to determine the acceptance of each deliverable.

   21.2.2 If the County, in its sole discretion, determines that the deliverable failed to meet a specific requirement(s) of the SOW or this Agreement, or that requirements said to be present in the Contractor’s proposal are absent, County may execute any or all of the following:
   21.2.2.1 Have the Contractor modify the deliverable to eliminate the deficiency to County’s satisfaction;
   21.2.2.2 Extend the acceptance period for a reasonable time period to allow time for Contractor to remedy the problems; or
   21.2.2.3 Cancel this agreement and its obligations to the Contractor.

21.3 Right to Monitor: Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all documents and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

21.4 Corrective Action:
21.4.1 Contractor shall comply with all applicable State, Federal and County laws and regulations relating to its performance under this Agreement in all material respects.

21.4.2 If County discovers any practice, procedure, or policy of Contractor which materially deviates from the terms or requirements of this Agreement, which violates federal or state statutes or regulations, the County, in addition to its rights under paragraph 3, may notify Contractor that corrective action is required.

21.4.3 Contractor shall correct any and all discrepancies, violations, or deficiencies to the satisfaction of the County within fourteen (14) calendar days, unless the corrective action requires additional time, in which case Contractor shall have a period of time to make corrections, but not longer than thirty (30) calendar days.

22. **AUDITING REQUIREMENTS**

22.1 Books and Records Available for Inspection and Audit: The Contractor shall agree to maintain and preserve all books, documents, papers and records relating to the Agreement for a period of three (3) years after the termination of this Agreement or until the completion of any claim, litigation, negotiation, audit or other action, whichever is later. All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreement s with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

22.2 Audit: All payments made under this Agreement shall be subject to an audit and shall be adjusted in accordance with said audit. Adjustments which are found necessary as a result of auditing prior to termination of this Agreement may be made from current billings.

22.3 Responsibility for Audit Exceptions: the Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in County audits. The Contractor shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions.
23. **DEBARMENT**

Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively “Contractor”) are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. (http://epls.arnet.gov/) Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42 U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

24. **MANDATORY DISPUTE RESOLUTION**

The County and Contractor must make a good faith effort to resolve any dispute or problem relating to or arising under the Agreement. If a dispute cannot be resolved between the County Project Leader and the Contractor Project Manager, the matter shall be promptly escalated to the next level of command within each party’s organization. If the dispute or problem cannot be resolved within five (5) business days, the matter shall be promptly escalated to the director level within each party’s organization. Other meetings may follow as necessary or as requested by either party, provided, however, that this section is not intended to limit or restrict the rights of either party to seek any judicial remedy.

25. **NON-BINDING ARBITRATION**

Any controversy between the parties arising out of this Agreement, or breach thereof, shall be subject to the mediation process described below. If not resolved by mediation, the matter may then be submitted to the American Arbitration Association (AAA) for non-binding arbitration. In the event of any such controversy, a meeting shall be held in Santa Clara, California promptly between the parties, attended by individuals with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute. If within 30 days after such meeting the parties have not succeeded in resolving the dispute, they shall, within thirty (30) days submit the dispute to a mutually acceptable third-party mediator in Santa Clara, California who is acquainted with dispute resolution
methods. The parties will participate in good faith in the mediation and the mediation process. If the dispute is not resolved by mediation, either party may initiate non-binding arbitration with the AAA. The costs of the mediation and non-binding arbitration, including any mediator’s fees, AAA administration fee, the arbitrator’s fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties. Attorneys’ fees may be awarded to the prevailing or most prevailing party at the discretion of the arbitrator. Except as otherwise specified in this Section, this provision does not limit the legal remedies available to each party under this Agreement.

26. CONTRACTING PRINCIPLES

This Agreement is a Type I service contract, subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on November 28, 1997. Accordingly, the Contractor must:

26.1 Comply with all applicable federal, state and local rules, regulations, and laws during the term of this Agreement.

26.2 Maintain records of its operations under this Agreement. These records must be maintained during the term of this Agreement and for a period of three (3) years from termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provision of this Agreement.

Failure by Contractor to comply with this section may be considered a material breach of this Agreement and may, at County’s option, constitute grounds for termination and/or non-renewal of this Agreement. County must give Contractor reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this section, and the opportunity to respond and discuss County’s intended action.

27. STATUS OF CONTRACTOR

Notwithstanding any other provisions of this Agreement, the Contractor, and its agents and employees, are independent Contractors performing professional services for County and are not officers, employees or agents of the County. The Contractor, including its agents and employees, shall not, by virtue of this Agreement, accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums
received under the terms of the Agreement are reportable by it for income tax purposes as self-employment or business income.

28. SAFETY AND HEALTH STANDARDS

Contractor agrees to comply with the applicable provisions of the California Occupational Safety and Health Act of 1973, (Labor Code Section 6300 et. Seq.), and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of contractor’s failure to comply with the act and any standards or regulations issued there under.

29. OATH OF CONFIDENTIALITY

Exhibit H of this Agreement displays the Oath of Confidentiality per the Health Insurance Portability and Accountability Act of 1996 requirements.

30. NONDISCRIMINATION

30.1 Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County’s policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

30.2 Violation of this provision shall be deemed a material default by Contractor giving County a right to terminate the contract.
31. ASSIGNMENT

Contractor shall not assign nor transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior, written approval from the County Project Leader, or authorized designee. No such assignment or transfer shall relieve the Contractor from its obligations and liabilities under this Agreement.

32. ENFORCEMENT OF AGREEMENT/WAIVER

A party’s failure to require strict performance of any provision of this Agreement shall not waive or diminish that party’s right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing and signed by the party alleged to have granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.

33. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon telephone confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to:

COUNTY:
Quyen Nguyen
Office of the County Executive
70 West Hedding Street
San Jose, CA 95110

CONTRACTOR:
Name:
Title:
Address:
Address:
Phone: [Enter Number] Fax: [Enter Number]
Email:
Each party may designate a different person and address by sending written notice to the other party, to be effective no later than ten (10) days after the date of the notice.

34. TITLES AND HEADINGS

The titles and headings of paragraphs, sections, subsections and exhibits are for convenience only and are not intended to affect the proper construction of this Agreement.

35. PROMOTIONAL/ADVERTISEMENT

The use and/or reproduction of the County’s name and/or logo for commercial advertisement, promotional purposes, announcements, or press releases, without the expressed written authorization of the County, are prohibited.

36. CONFLICT OF INTEREST

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

37. SEVERABILITY

The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or COUNTY or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

38. NON-EXCLUSIVE CONTRACT

An agreement neither establishes an exclusive contract between County and Contractor nor constitutes a commitment by the County, whether expressed or implied, to contract with Contractor for the services; nor is there any guarantee as to the quantity services to be purchased for the duration of the contract. The County expressly reserves all its rights, including, but not limited to, the following: the right to utilize other contractors to provide services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such services.
39. ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto incorporates all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

40. SURVIVAL

The following paragraphs, subparagraphs and exhibits shall survive any termination or expiration of the Agreement: paragraph 3.0 (Termination), paragraph 16 (Use of Subcontractor), paragraph 17 (Confidentiality), paragraph 18 (Patent, Copyright and Trade Secret Indemnification), paragraph 19 (Indemnification), paragraph 20 (Ownership, Access, Safeguard and Recovery of County Data), paragraph 22 (Merger and Acquisition), paragraph 24 (Auditing Requirements), paragraph 28 Contracting Principles, paragraph 33 (Assignment), paragraph 34 (Enforcement of Agreement/Waiver), paragraph 35 (Notices), paragraph, paragraph 39 (Severability), paragraph 41 (Entire Agreement), paragraph 42 (Survival), paragraph 43 (Governing Laws) and paragraph 44 (Force Majeure).

41. GOVERNING LAWS

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Proper venue for legal action regarding this agreement shall be in the County of Santa Clara.

42. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay of failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include, but not limited to, Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities,
nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use reasonable commercial efforts to remedy the situation and remove, so far as is commercially reasonable and as soon as practicable, the cause of its inability to perform or comply.

The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated. The County shall reserve the right to terminate this Agreement and/or any applicable Statement of Work. The County shall reserve the right to extend the agreement and time for performance may be extended for a period equal to the duration of the force majeure event.

43. VENDOR REMOTE AND USER RESPONSIBILITY

Exhibit E of this Agreement lists the vendor remote access and user responsibility requirements, terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COUNTY OF SANTA CLARA

By: ___________________________ By: ___________________________
[Enter Name] Date [Enter Name] Date

CONTRACTOR

APPROVED AS TO FORM AND LEGALITY

____________________________________
Deputy County Counsel Date
APPENDIX B
COST PROPOSAL RESPONSE FORM

PROPOSED FIXED PRICE FORM

The Proposer listed below submits the following firm, fixed hourly rates to complete the requirements as outlined in this RFP.

Provide a complete breakdown by project work plan, number of hours, cost and comments or additional information. Include all staff assignments in the comments and additional information section. The Cost Response Form should have a total cost upon completion of the breakdown.

<table>
<thead>
<tr>
<th>Service Classifications (Example)</th>
<th>Number of Hours</th>
<th>On-Site hourly Rate</th>
<th>Off-Site hourly Rate</th>
<th>Total Fee by Position</th>
<th>Comments/Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager (example)</td>
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<tr>
<td>Sr. Systems Analyst/Subject Matter Expert</td>
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<tr>
<td>Technical Subject Matter Expert</td>
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<td>Technical Subject Matter Expert</td>
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<tr>
<td>Total fixed fees</td>
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</table>

Travel Expenses $_________________

Total Project Cost* $_________________

*Total Project Cost should agree with total fixed fees.

Proposer’s Name: ________________________________________________________________

County of Santa Clara RFP #XX for Jail Facilities Needs Assessment 62
APPENDIX C
NON-COLLUSION DECLARATION

I, ________________________________________________________________, am the
(Print Name)
_________________________________________ of ________________________________
(Position/Title) (Name of Company)

the party making the foregoing proposal that the proposal is not made in the interest of,
or on behalf of, any undisclosed person, partnership, company, association,
organization, or corporation; that the bid is genuine and not collusive or sham; that the
Proposer has not directly or indirectly induced or solicited any other Proposer to put in
a false or sham bid; and has not directly or indirectly colluded, conspired, connived, or
agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall
refrain from bidding; that the Proposer has not in any manner directly or indirectly,
sought by agreement, communication, or conference with anyone to fix the bid price of
the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the
bid price, or of that of any other Proposer, or to secure any advantage against the public
body awarding the contract of anyone interested in the proposed contract; that all
statements contained in the bid are true; and, further, that the Proposer has not, directly
or indirectly, submitted his or her bid price or any breakdown thereof, or the contents
thereof, or divulged information or data relative thereto, or paid, and will not pay, any
fee to any corporation, partnership, company association, organization, bid depository,
or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the Laws of the State of California that the
foregoing is true and correct:

COMPANY NAME: __________________________________________________________

AUTHORIZED
SIGNATURE ________________________________________________________________

PRINT NAME: ______________________________________________________________

DATE: ____________________________
APPENDIX D
INDEMNITY AND INSURANCE REQUIREMENTS

Indemnity

The Proposer shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Proposer and/or its agents, employees or sub-proposers, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Proposer shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Proposer is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Proposer's indemnification of the County, the Proposer shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage's and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Proposer shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Proposer upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Proposer shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Proposer.

B. Qualifying Insurers

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.
C. **Notice of Cancellation**

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days’ prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. **Insurance Required**

1. **Commercial General Liability Insurance** - for bodily injury (including death) and property damage which provides limits as follows:

   a. Each occurrence - $1,000,000
   
   b. General aggregate - $2,000,000
   
   c. Personal Injury - $1,000,000

2. **General liability coverage shall include:**

   a. Premises and Operations
   
   b. Personal Injury Liability
   
   c. Severability of interest

3. **General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:**

   Additional Insured Endorsement, which shall read:

   “County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insured’s.”

   Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with
insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the proposer shall be notified by the contracting department of these requirements.

4. **Automobile Liability Insurance**

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. **Aircraft/Watercraft Liability Insurance** (Required if Proposer or any of its agents or subproposers will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. **Workers’ Compensation and Employer’s Liability Insurance**

   a. Statutory California Workers’ Compensation coverage including broad form all-states coverage.

   b. Employer’s Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. **Professional Liability / Errors and Omissions Insurance**

   a. Coverage shall be in the amount of not less than one million dollars ($1,000,000) per occurrence/aggregate.

   b. If coverage contains a deductible or self retention, it shall not be greater than fifty thousand dollars ($50,000) per occurrence/event.

   c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this agreement.

E. **Special Provisions**

The following provisions shall apply to this Agreement:
1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Proposer and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Proposer pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Proposer. However, this shall not in any way limit liabilities assumed by the Proposer under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Proposers' obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Proposer shall require each of its sub-proposers of any tier to carry the aforementioned coverage's, or Proposer may insure sub-proposers under its own policies.

The County reserves the right to withhold payments to the Proposer in the event of material noncompliance with the insurance requirements outlined above.

F. **Fidelity Bonds** (Required only if proposer will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Proposer will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Proposer will notify County immediately, and County may withhold further payment to Proposer until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.
APPENDIX E
OATH OF CONFIDENTIALITY
SANTA CLARA COUNTY HEALTH AND HOSPITAL SYSTEMS
ADULT CUSTODY HEALTH SERVICES

I, the undersigned, hereby agree not to divulge any information or records concerning any patient, either voluntary or involuntary, without proper authorization in accordance with the California Welfare and Institutions Code, §5328, et seq., and the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. parts 160 through 164 (HIPAA). This document discusses violations of California Welfare & Institutions Code section 5328 only. (Penalties for violating HIPAA are covered in the mandatory HIPAA training.)

I recognize that the unauthorized release of confidential information makes me subject to a civil action under provisions of the Welfare and Institutions Code, as follows:

California Welfare and Institutions Code section 5330: Any person may bring an action against an individual who has willfully and knowingly released confidential information or records concerning him or her in violation of the provisions of the chapter for the greater of the following amounts:

1. Ten thousand dollars ($10,000)
2. Three times the amount of actual damages, if any, sustained by the plaintiff.

Any person may bring an action against an individual who has negligently released confidential information in violation of this chapter for both of the following:

1. One thousand dollars ($1,000). In order to recover under this paragraph, it shall not be a prerequisite that the plaintiff shall suffer or be threatened with actual damages.
2. The amount of actual damages, if any, sustained by the plaintiff.

In addition, for either a willful or negligent violation, the plaintiff shall recover court costs and reasonable attorney’s fees.

Any person may, in accordance with Chapter 3 (commencing with section 525) of Title 7, of Part 2 of the Code of Civil Procedure, bring an action to enjoin the release of confidential information or records in violation of this chapter, and may in the same action seek damages as provided in this section.

___________________________________
Name (Please Print)

________________________
Position

________________________
Dept./Organization

________________________________________
Signature

________________________________________
Date

A copy of this executed form will be maintained on file at Adult Custody Health Services and in your employee file.
APPENDIX F
DECLARATION OF LOCAL BUSINESS

Santa Clara County gives local businesses a preference in formal solicitations of goods and services as set forth in the Board Policy, Section 5.3.13. A Bidder has the option of qualifying for the preference policy by self-declaring its qualification as a “local business.” By signing below, the bidder is certifying its qualification as a “local business” for purposes of application of Santa Clara County’s policy.

All information submitted is subject to investigation, as well as to disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in your bid not being considered for application of Santa Clara County’s local preference policy. False or dishonest responses will result in rejection of your bid or proposal and curtail your ability to conduct business with the County in the future. It may also result in legal action.

Please provide the complete physical address of your business with meaningful “production capability” located within the boundary of the County of Santa Clara. The term “production capability” means sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the firm’s or bidder’s ability to perform the proposed contract. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a “Local Business.” If you do not have a physical address in Santa Clara County, please indicate so, by writing “N/A.” If you have more than one physical address in Santa Clara County, please provide an attachment with all of the addresses in the form specified below.

Business
Name:______________________________________________________________

Street: _____________________________________________________________

City/State:__________________________ Zip Code:_____________________

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Please Indicate Business Organization (Check One)

☐ Individual Proprietorship   ☐ Corporation
☐ Partnership               ☐ Other

Bidder declares qualification as a local business as defined in County of Santa Clara Board Policy, Section 5.3.13.

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this Exhibit are true and correct, with full knowledge that all statements made in this application are subject to investigation and that any incomplete, unclear, false or dishonest response may be grounds for denial or revocation of the accompanying bid or proposal and may result in being barred from doing business with Santa Clara County and additional legal consequences.

________________________________________
Signature

________________________________________
Name

________________________________________
Tax ID Number

________________________________________
Business License Number (if applicable)

Title

Date

[ONLY a declaration by the CEO, president or other highest executive officer of the company will be accepted for the purpose of determination of application of Santa Clara’s local preference policy.]
<table>
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<tr>
<th><strong>APPENDIX G</strong></th>
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## TEMPORARY SECURITY CLEARANCES

*ALL CLEARANCES REQUIRE THREE (3) BUSINESS DAYS TO PROCESS*

*PLEASE FAX ALL CLEARANCES FOR THE MAIN JAIL TO (408) 971-3358*

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<tr>
<th><strong>NAME:</strong></th>
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<table>
<thead>
<tr>
<th><strong>DOB:</strong> dd/mm/yyyy</th>
<th><strong>CDL:</strong></th>
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<th><strong>Gender:</strong></th>
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<th>F □</th>
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<th><strong>ENTRANCE DATE REQUESTED:</strong></th>
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<tr>
<th><strong>PURPOSE (FOR ENTRANCE):</strong></th>
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<tr>
<th><strong>REQUESTING DEPARTMENT/AGENCY:</strong></th>
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<tr>
<th><strong>CONTACT PERSON:</strong></th>
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<th><strong>PHONE:</strong></th>
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<tr>
<th><strong>INMATE VISITED:</strong></th>
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<th><strong>BOOKING:</strong></th>
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### FOR OFFICE USE ONLY

- CJIC CHECK CLEAR □

- WINDOW VISIT □
- CONTACT VISIT □

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<tr>
<th><strong>CLEARANCE BY OFFICER:</strong></th>
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<tr>
<th><strong>BADGE #:</strong></th>
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<th><strong>DATE:</strong></th>
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<th><strong>CLEARANCE PROCESSED BY:</strong></th>
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<tr>
<th><strong>CLEARANCE AUTHORIZED BY (FACILITY COMMANDER/DESIGNEE):</strong></th>
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<tr>
<th><strong>DATE GIVEN TO INFORMATION DESK:</strong></th>
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INTERNET LINKS TO PREVIOUS JAIL STUDIES

1. Report to the PSJC relating to implementation of Board-approved solutions for reducing the jail population, from the Office of the County Executive, January 11, 2007.
   http://www.sccgov.org/portal/site/scc/boardagenda?contentId=1b5125b083aef010VgnVCM10000048dc4a92____&agendaType=Committee%20Agenda
