

Butte County Sheriff's Office
Request for Proposal
2011
Solicitation #7262011

DAY REPORTING CENTER



Jeff Hayes, Lieutenant
33 County Center Drive
Oroville, CA 95965

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COUNTY OF BUTTE
REQUEST FOR PROPOSALS – Day Reporting Center
Butte County Sheriff’s Office – Jail Division
33 County Center Drive
Oroville, California 95965

INTRODUCTION

The County of Butte is seeking a firm to operate a Day Reporting Center service for the Butte County Sheriff’s Office, Jail Division.

Butte County intends to award a contract with a three (3) year term to a firm that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm will be required to enter into the contract with the County for the services requested in this Request for Proposals (RFP) within a reasonable time after award. A firm submitting a proposal must be prepared to use the County’s standard contract form rather than its own contract form. The contract will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the County; (7) approval by the County of any subcontractors; and (8) minimum appropriate insurance requirements. A Model Contract is attached as Exhibit A to this RFP. The County intends to award a contract substantially in the form of the Model Contract to the selected contractor.

BACKGROUND

Butte County is distributing this Request for Proposal (RFP) to solicit responses from qualified organizations interested in operating a Day Reporting Center. The Day Reporting Center shall provide evidence-based programming to both the pre-trial and sentenced offender population. Evidence-based programming shall also be provided to the in-custody population who may or may not receive follow-up services from the Day Reporting Center.

SCOPE OF SERVICES

Location and Space

For the purposes of this RFP, respondents shall assume that Butte County will be providing space, furniture, phone lines, computers and internet connectivity. The location of Day Reporting Center has yet to be determined.

Out of Custody Population to be Served

The Day Reporting Center shall have the initial capacity to serve approximately 100 pre-trial and sentenced individuals. The Day Reporting Center shall operate under a contract managed by the Butte County Sheriff’s Office.

In-Custody Population to be Served

The operator of the Day Reporting Center shall also have the capacity to serve approximately 50 offenders housed in the Butte County Jail. Offenders served while in-custody may or may not transition to the Day Reporting Center upon release from the jail.

Evidence-Based Programming

Programming provided in both the Day Reporting Center and to the in-custody population must be evidence-based, address criminogenic needs and be designed to reduce recidivism. Respondents must demonstrate a comprehensive understanding of these concepts. The respondent shall propose the curriculum and programming to be provided in the Day Reporting Center. Respondents shall provide detailed information on the curriculum and programming proposed. The County reserves the right to negotiate curriculum and programming selection. The same curriculum and programming shall be provided in the Day Reporting Center and to the in-custody populations. Respondents shall address how offenders may transition from in-custody programming to out-of-custody programming.

Programs Should Include (at a minimum)

- Case Manager (for release planning and resource referral)
- Domestic Violence classes
- GED preparation
- Life Skills training
- Mental Health Counseling/Treatment
- Needs Assessment (for individuals enrolled in program)
- Parenting classes
- Substance Abuse Counseling/Treatment

Hours of Operation

The Day Reporting Center shall be able to provide services at least (5) days a week, excluding County holidays. Agencies responding to the RFP shall propose potential hours of operation, including days and times when treatment services can be provided to the in-custody population.

Electronic Monitoring/Global Positioning System

The Butte County Sheriff's Office currently maintains a contract for these services. Butte County currently supervises and completes home checks on all offenders on our Electronic Surveillance Program. Respondents may propose to use their own equipment, however, detailed information must be provided.

FORMAT FOR PROPOSALS

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point.

A. County Contact Person:

Submit one signed, unbound original and two (2) complete copies of the proposal to:

Lieutenant Jeff Hayes
Sheriff's Office, Jail Division
County of Butte
33 County Center Drive
Oroville, CA 95965

This person will serve as the County's contact person for this project who will also respond directly with the contractor's project manager for questions, inquiries, and coordination.

B. Mandatory Content and Sequence of Submittal:

1. Cover Letter shall be a maximum one-page Cover Letter and introduction, and shall include the name and address of the organization submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the organization, the firm's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 60 days after receipt.
2. Proposal shall be a maximum of five pages (not including resumes) in length and shall describe the contractor's capabilities, resources, and experience. A resume(s) should be included for any key personnel to be assigned to this project. The proposal shall also include the timeline for completing all required tasks. The total cost or not-to-exceed cost shall be included in the written proposal. If a not-to-exceed price is proposed, include proposed billing rates for all reimbursable expenses.
3. Draft Scope of Work shall be a maximum of three pages identified as "Attachment II – Scope of Work" for incorporation in the Model Contract as the final contract to be awarded to the successful contractor. This is the document in which the proposing companies are requested to describe the work they will perform to complete this project. Should there be any tasks that are expected to be performed by the County, these should also be clearly described as County tasks in the Draft Scope of Work. If the proposing company included a not-to-exceed price in the proposal, proposed billing rate for all reimbursable expenses should be included in the Draft Scope of Work.

SELECTION PROCESS

The selection committee will include representatives from the Butte County Sheriff's Office. The criteria for selecting the contractor is Reputation and Experience, Capability and Availability of Staff, Understanding the Problem, Proximity & Financial Stability of the Firm and Cost.

The County may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions and pricing with the prospective contractors as a part of the selection process.

COUNTY NOTICES

Any questions related to this RFP are to be directed to the County contact person identified above. Do not contact other County personnel or selection committee members regarding this project or the selection procedures.

All proposing firms responding to this RFP should note the following:

- A. All work performed for Butte County, including all documents associated with the project, shall become the exclusive property of Butte County.
- B. Butte County reserves the right to:
 - 1. Reject any or all submittals;
 - 2. Request clarification of any submitted information;
 - 3. Waive any informalities or irregularities in any qualification statement;
 - 4. Not enter into any contract;
 - 5. Not to select any firm;
 - 6. Cancel this process at any time;
 - 7. Amend this process at any time;
 - 8. Interview firms prior to award;
 - 9. Enter into negotiations with one or more firms;
 - 10. To award more than one contract if it is in the best interest of the County;
 - 11. To issue similar RFPs or RFQs in the future; or
 - 12. To request additional information during the interview.
- C. The selected firm is expected to perform and complete the project in its entirety.
- D. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by Butte County.

- E. Contractors that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the Contracts Manager, 3-A County Center Dr, Oroville, CA 95965-3334, telephone 530.538.7064. Debriefings may be conducted via telephone, Email or during a face-to-face meeting at the County offices in Oroville, California.

Companies that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the General Services Director, 3-A County Center Dr, Oroville, CA 95965-3334. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest: citing the law, rule, regulation or procedure on which the protest is based. Contractor capabilities, project characteristics and/or pricing features that were not included in the contractor's proposal shall not be introduced during the protest process. The protest shall be submitted within seven (7) working days after such aggrieved person or company knows or should have know of the facts giving rise thereto or within seven working days following the debriefing.

MODEL CONTRACT

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

DISCLOSURE OF INFORMATION

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

TIMING AND SCHEDULE

All responses to this RFP must be submitted on or before September 16, 2011. Proposals may be submitted via USPS, delivery service or hand delivered to Butte County Sheriff's Office at 33 County Center Drive, Oroville CA 95965. Alternatively, proposals may be submitted via email to Lieutenant Jeff Hayes jhayes@buttecounty.net,

Issuance of RFP August 3, 2011
Tour of Facilities August 24, 2011, 10:00 a.m.

Please contact Lt. Hayes to arrange background checks that are required prior to the facility tour.

Proposals Deadline September 16, 2011
Vendor selection 30 to 60 days after the proposal due date (as determined by County)
Contract approval 20 to 40 days after vendor selection (as determined by County)
Services begin 30 to 180 days after contract approval (as determined by County)

An electronic copy of the RFP is available on the Butte County Sheriff's Office website:
<http://www.buttecounty.net/sheriffs>

ATTACHMENT I

STANDARD INSURANCE REQUIREMENTS

Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE.

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) “occurrence” form CG 0001 1185).]
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office’s Business Auto Coverage form number CA 0001 0187 covering “any auto” and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
- 3.) Workers’ Compensation Insurance as required by the Labor code and Employers Liability insurance
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required.

B. MINIMUM LIMITS OF INSURANCE.

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor’s insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for “Any Auto”, Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers’ Compensation and Employer’s Liability:** Workers’ Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.
- 4.) **Professional Liability Insurance (Delete if not contracting for professional services)**
Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. OTHER INSURANCE PROVISIONS.

- 1.) **General liability insurance policies shall be endorsed to state:**
 - a.) The County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or

automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

- b.) Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.) Construction contracts. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

F. VERIFICATION OF COVERAGE.

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

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

G. SUBCONTRACTORS.

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

ATTACHMENT II

SCOPE OF WORK

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

Attachment III

TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment II – Scope of Work” which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership.** The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.
6. **Termination.** This Contract may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.

10. **Contractor's Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.
11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment III TERMS AND CONDITIONS shall prevail.
16. **No Delegation or Assignment:** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Agreement until such time that the amendment is entered into.