



**COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION  
1488 SCHILLING PLACE  
SALINAS, CA 93901  
(831) 755-4990**

---

**REQUEST FOR  
PROPOSALS/QUALIFICATIONS  
#10938**

**For  
Mobile Real-Time Juvenile Detention  
Youth Tracking System**

**Proposals are due by  
3:00 pm (PST) on October 15, 2024**

**(THIS PAGE INTENTIONALLY LEFT BLANK)**

**TABLE OF CONTENTS:**

SOLICITATION DETAILS SECTION .....	4
1.0 INTENT .....	5
2.0 BACKGROUND .....	5
3.0 CALENDAR OF EVENTS .....	6
4.0 COUNTY POINTS OF CONTACT .....	7
5.0 SCOPE OF WORK.....	7
6.0 CONTRACT TERM.....	11
7.0 LICENSING/SECURITY REQUIREMENTS.....	12
8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS .....	13
9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS .....	17
10.0 SELECTION CRITERIA .....	18
11.0 PRICING.....	19
12.0 INSURANCE REQUIREMENTS.....	20
13.0 CONTRACT AWARDS.....	23
14.0 SEQUENTIAL CONTRACT NEGOTIATION.....	23
15.0 AGREEMENT TO TERMS AND CONDITIONS .....	23
16.0 COLLUSION.....	24
17.0 PIGGYBACK CLAUSE.....	24
18.0 CLEANUP .....	24
SAMPLE AGREEMENT SECTION .....	25
SIGNATURE PAGE .....	26
ATTACHMENTS AND EXHIBITS .....	27

**SOLICITATION DETAILS SECTION**

## 1.0 INTENT

- 1.1 The County of Monterey Probation Department, hereinafter referred to as “County”, is soliciting proposals from a qualified organization(s), hereinafter referred to as “CONTRACTOR”, to provide a turnkey software and equipment solution for mobile real-time juvenile detention youth tracking for the Monterey County Juvenile Hall, located at 1420 Natividad Road, Salinas, CA and the Monterey County Youth Center, located at 970 Circle Drive, Salinas, CA.
- 1.2 This solicitation is intended for a single, exclusive AGREEMENT.

## 2.0 BACKGROUND

- 2.1 The current Juvenile Hall (hereafter, “JH”) was completed in August 2020. The facility currently has five (5) buildings (Bravo Unit, Charlie Unit, Dorm Unit, School, and Administration) that support housing and programming for up to 80 juvenile offenders. The Youth Center, rebuilt in 1994, has three (3) buildings that support housing and programming for 60 juvenile offenders, hereafter “YC”). Juvenile Institutional Officers (hereafter “JIO”) have historically performed manual methods of headcounts, movements, and room checks, using radio traffic to provide counts to control room technicians for physical documentation and reporting.
- 2.2 The primary objective of this solicitation is to procure and contract for a turnkey software and equipment solution to alleviate handwritten records and tracking, to support efficiency, accuracy, and overall performance for personnel within the facilities. The system should have the ability to customize reporting; provide real-time insight for juvenile detention youth movements, program participation, and headcounts; and eliminate paper-based logging.
- 2.3 Request for Proposal/Qualifications RFP #10938 will establish Mobile Real-Time Juvenile Detention Youth Tracking System services. The County seeks CONTRACTORS who will abide by all local, state, and federal regulations and who are also capable of providing all necessary materials and supervision, in the course of providing Mobile Real-Time Juvenile Detention Youth Tracking System services.

### 3.0 CALENDAR OF EVENTS

3.1	Issue RFP	Thursday, August 29, 2024
3.2	Pre-Bidders Conference	Wednesday, September 18, 2024
3.3	Deadline for Written Questions	3:00 p.m., PST, September 26, 2024
3.4	Proposal Submittal Deadline	3:00 p.m., PST, October 15, 2024
3.5	Estimated Notification of Selection	November 2024
3.6	Estimated AGREEMENT Date	December 2024

The **Pre-Bidders Conference** will commence promptly at **8:30 am, on September 18, 2024** at the Monterey County Juvenile Hall, Conference Room, 1420 Natividad Road, Salinas, CA 93906. The meeting will be approximately 2 hours long and will require travel to tour the Youth Center located at 970 Circle Drive, Salinas, CA 93905 where the meeting will end. To confirm attendance, contact Jessica Amezcua at [amezcuaaj1@countyofmonterey.gov](mailto:amezcuaaj1@countyofmonterey.gov).

*This schedule is subject to change as necessary.*

- 3.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS EACH CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at <https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center>. Addenda will be posted on the website the day they are released.

## 4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County	<p><b>Jessica Amezcua</b>  <b>Management Analyst/Deputy Purchasing Agent</b>          1488 Schilling Place          Salinas, CA 93901          PHONE: (831) 755-4892          FAX: (831) 755-4969          Email: AmezcuaJ1@co.monterey.ca.us</p>
--------------------------------	---

4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched, and the answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of CONTRACTOR.**

## 5.0 SCOPE OF WORK

5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR will not pay more than 50 percent of the amount paid by the County for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

5.2 SCOPE OF WORK includes, but is not limited to, the following:

5.2.1 Scope of Work and Requirements

5.2.1.1 Specifications: County is requesting a quantity of up to 95 hard tags to be installed throughout the 5 buildings on the Juvenile Hall campus and up to 78 at the Youth Center properties (up to an approximate total of 173 tags). In addition, Vendor must provide/recommend number of wristbands and

associated accessories, based on the requested number of hard tags. Wristbands must have two different identifiers for County Personnel to associate to juvenile detention youths, based on classification. In submission of proposal, Vendor must provide information on re-ordering wristbands and highlight shipping lead-times in the cost proposal.

5.2.1.2 Radio Frequency Identification (RFID) technology is preferred, and must meet the needs of the Monterey County Probation Department in automating key operational workflows, tasks, and correctional reporting requirements suggested by corrections standards, including but not limited to: tracking juvenile detention youth movements via passive, high frequency RFID wristbands and mobile and/or fixed RFID readers, logging bed checks and security checks (welfare monitoring) via fixed sensors, automating headcounts, and more. If any other additional technology/application(s) is available, vendor welcome to specify as 'additional options' in proposal package. County will consider Wi-Fi-based technology as an alternate to RFID; however, proposed solution must meet all the aforementioned requirements. All electronic log entries must include, at minimum, record juvenile detention youth name, booking number, officer ID, location checked, and date/time. Electronically captured data cannot be edited, deleted, or altered in any way. Record retention must support a minimum of five years (60 months) of tracking transactions.

5.2.1.3 The proposed technology and tracking system must meet, or exceed, the following requirements:

5.2.1.3.1 Integration with the County's existing Tyler Supervision System.

5.2.1.3.2 Use ruggedized, touchscreen mobile computers, or handhelds, that run on Microsoft/Windows 2016 or newer.

5.2.1.3.3 Use passive, high frequency RFID sensors that can be tamper-mounted and are shatterproof, tamperproof, non-hardwired units and/or clincher wristbands.

5.2.1.3.4 Use of web-based software accessible through standard web browsers.

5.2.2 Sensor Requirements: Proposed sensor must have a guarantee against malfunction or defects, be high frequency, contain a unique identification number that cannot be duplicated or altered, support secure monitoring, and be able to identify juvenile detention youths by name and number. Durability, tamperproof and shatterproof characteristics are required.

5.2.3 Software System Requirements: Vendors can propose either cloud-based software or connectivity to County IT infrastructure for data storage. If proposed system will



require connectivity to County infrastructure, vendor will be required to collaborate with County IT Department to ensure compatibility and connectivity through the installation and implementation of the system. Proposed software must be user-friendly, support standard web browsers, be password protected, allow system administrators to create an unlimited number of touch-screen incident codes, generate offender-level reports that identify juvenile detention youth(s) by name and booking number, and support the ability to log movements, recreation, headcounts, at a minimum. Additional software logging capabilities, such as juvenile detention youth medical/medication history, recreation history, and meal history, can be provided in proposal as 'additional options.' In addition, software system must include a real-time module that tracks system usage to display the date, time and location of completed safety/security rounds, as well as display the actual amount of time remaining until the next safety/security round is due, and support various audible and visual alerts based on the amount of time remaining and if a safety/security round is late. Additional software capabilities, such as dashboards and customizable end user privileges by module will be considered.

5.2.4 Reporting Requirements: Proposed system must allow for running reports, data queries, and export data in multiple formats, such as PDF, Excel and HTML, to be printed and saved to a local area network, capability to automatically generate reports, filter reports by date, time, housing unit, juvenile detention youth name, booking number and JIO ID. Reports should, at a minimum, reflect juvenile detention youth log, facility event log, security checks, facility checks, juvenile detention youth count, and juvenile detention youth out of cell log. Vendor to provide a list of reports that would support JIO, supervisor, and management needs within the Monterey County facility.

5.2.5 Insurance Requirements: Awarded Vendor hold and maintain insurance throughout the duration of the Agreement. Insurance requirements must meet County's standard requirements, which can be found in Paragraph 9.0, Page 3 of the standard agreement in the link below:

<https://countyofmonterey.sharepoint.com/sites/Infonet/contracts-purchasing/ContractsPurchasing/Standard%20Agreement.pdf>

5.2.6 Contract Requirements: Awarded Vendor shall be required to sign a Contract for this engagement with the County. County prefers to use the Monterey County Standard Agreement. If Vendor requires their own standard software/license agreement, the contract provisions provided in the link above must be incorporated.

5.2.7 Cost Requirements: County requests pricing for both full purchase price as well as a lease option. Two (2) cost proposals should be submitted with the RFP package. Full purchase should be itemized and include maintenance/software update charges and frequency, if applicable. Lease option proposal should include any additional charges, such as interest rate, lease duration, as well as maintenance/software update charges and frequency, if applicable. For further information on proposal pricing, please see Section 11.0 PRICING of this RFP.

- 5.2.8 **Qualifications:** Vendors interested in submitting a proposal must provide qualifications, educational and work experience, of the key staff who will be assigned to the project, including those providing/installing the software and associated hardware. County requests additional information on the software and equipment proposed. All vendor staff assigned to this project will be required to undergo a live scan, background check, and additional security clearance as required through Monterey County. Organizational chart must be submitted in the proposal package.
- 5.2.9 **DIR Project and Prevailing Wage:** In the event installation of the proposed RFID equipment and hardware is valued at \$25,000 or more, awarded vendor will be required to remit certified payroll to the California Department of Industrial Relations, as well as provide County with electronic copies of submitted payroll.
- 5.2.10 **Operations and Maintenance (O&M):** As part of project closeout, vendor will be required to supply County with all manuals and specifications for hardware and software to preserve the lifespan of the equipment. Frequency of software upgrades must be provided in the attached questionnaire.
- 5.2.11 **Invoicing and Payment Process:** Vendor must specify in the cost proposal, whether partial or in-full payment is required for hardware and equipment. Labor shall be invoiced after installation is completed. For software, vendor must specify in the cost proposal, whether software licensing is due annually, semi-annually, or other on the cost proposal. County will process payment after each invoice is received and verified. Invoices must be sent to Monterey County Probation Department, located at 20 E. Alisal Street, Salinas, CA 93901. Electronic submission of invoices is acceptable, and should be coordinated with the Probation Department directly once contract has been executed.
- 5.2.12 **Working Hour Restrictions:** Installation of hardware/software can be performed during normal business hours. 'Business hours' are defined as Monday through Friday, 8 a.m. to 5 p.m. In proposal submission, vendor will need to provide a project schedule, Gantt Chart or facsimile form, to reflect anticipated working hours. County will not approve overtime costs to the awarded vendor, due to lack of detailed schedule.
- 5.2.13 **County Responsibilities:** During installation and implementation, County will be responsible for providing access to all areas to install hardware/software, and ensure juveniles are secured. Monterey County Probation and Information Technology Departments will coordinate with awarded vendor for project installation.
- 5.2.14 **Meetings:** Frequency and number of meetings will be coordinated between County and awarded vendor. Topics that will be covered in meeting(s) will include but not be limited to the following:
- 5.2.14.1 Review and emphasis on County's needs and project objectives
  - 5.2.14.2 Review of requirements
  - 5.2.14.3 Access requirements

- 5.2.14.4 Area(s) available for use by vendor
- 5.2.14.5 Project schedule
- 5.2.14.6 Procurement plan, if applicable
- 5.2.14.7 Tools and equipment
- 5.2.14.8 Roles and responsibilities
- 5.2.14.9 Lines of authority
- 5.2.14.10 Labor standards and working hour restrictions
- 5.2.14.11 Payroll reports (if applicable)
- 5.2.14.12 Rules and regulations on Monterey County premises
- 5.2.14.13 Upon award of contract, Vendor will be required to coordinate with County Personnel and provide a detailed project schedule and discuss all tasks and milestones for the duration of the project. County Personnel overseeing the project are as follows:

Monterey County Probation IT Manager, Mike Perez  
 Monterey County Probation Juvenile Hall Director,  
 Youth Center Director,  
 and/or assigned Probation Services Manager(s); and

- 5.2.15 Training Requirements: Upon project completion, Vendor will be required to provide training on use of software, equipment, hardware, and applicable features of the system. Training plans can include but not be limited to technology-based learning, simulations, hands-on training, coaching/mentoring, films, and videos. In submission of proposal, Vendor must provide training plan for County Personnel.

## 6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of five (5) year(s) with the option to extend the AGREEMENT for two (2) additional one (1) year period(s).
  - 6.1.1 County is not required to state a reason if it elects not to renew.
- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of 90 days prior to the expiration of the AGREEMENT.
  - 6.2.1 Both parties must agree upon rate extension(s) or changes in writing.
- 6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a 30-day written notice, or immediately with cause.

## 7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
- 7.2.1 You may reference our [Insurance Requirements](#) for additional clarification and samples of required endorsements.
- 7.3 CONTRACTOR will be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security (if applicable).
- 7.3.1 CONTRACTOR shall ensure that a California licensed investigator performed the required State level criminal background check(s) for all staff recommended to the County and must provide proof of such to County prior to the personnel being allowed to work within such County facilities. CONTRACTOR shall be responsible for the cost of these background checks unless otherwise agreed upon in writing by County.
- 7.3.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

## 8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

### 8.1 CONTENT AND LAYOUT:

8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include, at a minimum, but not be limited to, the following information in the format indicated:

### 8.2 Proposal or Qualifications Package Layout;

#### Organize and Number Sections as Follows:

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED SCOPE-OF-WORK & QUALIFICATIONS/LICENSING
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	STATEMENT TO SERVICE ENTIRE COUNTY
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING (ATTACHMENT A) & QUESTIONNAIRE (ATTACHMENT B)
Section 7	EXCEPTIONS
Section 8	APPENDIX

#### Section 1 Requirements:

**Cover Letter:** All proposals must be accompanied by a cover letter not exceeding two pages that provides the CONTRACTOR'S firm information and contact information as follows:

**Contact Info:** The name, address, telephone number, and fax number of CONTRACTOR'S primary contact person during the solicitation process through to potential contract award.

**Firm Info:** Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and its age.

**Signed Signature Page and Signed Addenda** (if any addenda were released for this solicitation). Any proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

#### **Table of Contents**

**Section 2, Proposed Scope of Work & Qualifications**

**Proposed Scope of Work:** CONTRACTOR shall provide a detailed list of services available within their scope of work, as related to the scope of work requested in this RFP.

**Qualifications/Licensing:** CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 7.0 herein.

CONTRACTOR shall submit a copy of current necessary California licenses and permits. Documentation of current membership, professional affiliations or certifications is highly desirable but not required.

**Section 3, Project Experience & References:**

**Key Staff Persons:** CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

**Experience & References:** CONTRACTOR shall provide at least three (3) references that received similar projects for which it provided services like the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

**Section 4, Statement to Service Entire County:**

Include a statement acknowledging which of the following locations your company can provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far South as the San Louis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

**Section 5, Environmentally Friendly Practices:**

CONTRACTOR shall summarize all environmentally friendly practices to which it adheres while doing business as relevant to County's Climate-Friendly Purchasing Policy at:

<https://www.countyofmonterey.gov/home/showpublisheddocument/22305/636241459023900000>

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

**Section 6, Pricing & Questionnaire:**

CONTRACTOR shall complete and submit pricing as per ATTACHMENT A – PRICING attached hereto.

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

CONTRACTOR shall complete and submit the requested responses as per ATTACHMENT B – QUESTIONNAIRE attached hereto.

### **Section 7, Exceptions:**

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION #” (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

### **Section 8, Appendix:**

**Appendices:** CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

- 
- 8.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposal packages shall adhere to one of the two following options:
- 8.2.1 Four (4) sets of the proposal or qualifications package (one [1] original proposal marked “Original” plus three [3] copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10938”. In addition, submit one (1) electronic version of the entire proposal or qualifications package on a USB memory stick. Additional copies may be requested by the County at its discretion.
  - 8.2.2 Proposal or qualifications packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
  - 8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation except for the Signature Page.

8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.

8.2.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

8.3 **CONFIDENTIAL, PROPRIETARY, TRADE SECRET INFORMATION:**

Qualifications Packages submitted in response to this RFQ are not to be marked, in whole or in part, as confidential or proprietary and must not constitute or contain information that is confidential, proprietary, or trade secret, or subject to any other claim that it is not subject to public disclosure under applicable law. The County may refuse to consider any Qualifications Package so marked. Qualifications Packages submitted in response to this RFQ will become subject to public disclosure per the requirements of applicable law, including but not limited to the California Public Records Act, Government Code Section 6250 et seq, and the Ralph M. Brown Act, Government Code Section 54950 et seq. Please be advised that all information and documents submitted to County by CONSULTANT shall become non-confidential, non-proprietary, non-trade secret, public records without exception and subject to public disclosure by the County at any time without prior notice to CONSULTANT, whether pursuant to a request for disclosure or otherwise, including but not limited to disclosure in the course of County's normal procedures to post on the internet or otherwise make available to the general public documents of interest to the public. All interested CONSULTANTS are advised to consider, when deciding what information to include in their submitted Qualifications Package, that such inclusion will result in the information becoming a fully disclosable public record. The County shall not be liable in any way for disclosure of any such records or part thereof related to this RFQ or any Qualifications Package, including, but not limited to, evaluations, proposals, or any other information or records. In submitting the information and documents, the CONSULTANT is agreeing to the County's release of such information and documents under the Public Records Act or the Brown Act, without further notice to the CONSULTANT, and is agreeing to release, indemnify, and hold harmless the County from any harm that may result to the Proposer or any third party for release of such information and documents. This release and promise to defend and indemnify is given regardless of whether any exemption from disclosure may be available or might have been claimed under applicable law, and CONSULTANT's responding to this RFQ acknowledge that the decision whether to assert any such exemption will be made in the COUNTY'S sole discretion. Submission by an interested CONSULTANT constitutes a complete waiver of any claims whatsoever against the COUNTY, and/or its agents, officers, or employees, that the COUNTY has violated a vendor's right to privacy, disclosed trade secrets, or caused any damage by allowing the Proposal to be inspected.



Additionally, all Qualifications Packages received by COUNTY in response to this RFQ shall become the exclusive property of the COUNTY. The COUNTY reserves the right, without limitation, to make use of any information or ideas contained in the Proposals submitted. By submitting information and documents to the COUNTY as part of this RFQ, CONSULTANTS acknowledge and agree to the terms of this Section 15.1.

## 9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10938 and CONTRACTOR'S COMPANY NAME.**
- 9.2 Mailing Address: Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 Due Date: Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.
- 9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any formalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 9.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.
- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

- 9.9 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.

## 10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.

- 10.2 The selection criteria include the following: **(100 points total)**.

SCORING CRITERIA	Max Possible Score
COST	25
CAPABILITY AND QUALIFICATIONS A. Adherence to RFP Instructions <b>(10 Points)</b> B. Project Understanding of objectives, and Business requirements <b>(10 points)</b> C. Will the proposed products and services satisfy County's needs and to what degree? (Technology, Sustainability and Product development) <b>(10 points)</b> D. References <b>(10 Points)</b> E. The amount of demonstrated experience in providing the product and services desired in a California County. Does the bidder demonstrate successful experience* delivering services similar to those identified in the Scope of Work? <b>(10 points)</b>	50
PROJECT METHODOLOGY AND TIMELINE F. Is the organizational plan and management structure adequate and appropriate for overseeing the installation and management of the proposed services?	25
<b>TOTAL</b>	<b>100</b>

\*Include examples of successful experience within the proposal.

- 10.3 AGREEMENT award(s) will not be based on cost alone.
- 10.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.

- 10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submits a response that, in the sole opinion of the County, best serves the overall interest of the County.
- 10.6 The award made from this RFP may be subject to approval by the County Board of Supervisors.
- 10.7 The Absence of required information will cause the proposal to be deemed non-responsive and may be cause for rejection

## **11.0 PRICING**

- 11.1 CONTRACTOR(s) will complete ATTACHMENT A - PRICING SCHEDULE for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in ATTACHMENT A - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 11.3 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.
  - 11.3.1 County will provide a defined scope.
  - 11.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- 11.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.
  - 11.4.1 Cost proposal must be itemized as fixed price and valid for sixty (60)-days after final submission date. Itemization to include but not limited to, direct materials, direct labor, payroll overhead, other direct costs, other expenses, total cost, profit/markup, and final proposed price. In addition, wristband re-ordering instructions and associated shipping lead-times must be outlined on the cost proposal. If pricing is subject to adjustment, or any other pertinent information must be disclosed, please provide detail in memorandum and attach to cost proposal.
- 11.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
  - 11.5.1 County Department receiving services,
  - 11.5.2 Purchase order number under which the invoice is to be charged,
  - 11.5.3 Services provided,
  - 11.5.4 Dates of services,

- 11.6 Proposals should include any early discounts and/or incentives offered.
- 11.7 Travel/Mileage
- 11.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.
- 11.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>
- 11.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.
- 11.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

## 12.0 INSURANCE REQUIREMENTS

### 13.1 Evidence of Coverage:

13.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR 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, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

13.1.2 This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a “Notice to Proceed” with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

### 13.2 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than VII, according to the current A.M. Best’s Rating Guide or a company of equal financial stability that is approved by County’s Purchasing Officer.

### 13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Auto Liability Coverage:** must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence. *(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

#### 13.4 Other Insurance Requirements:

13.4.1 All insurance required by an AGREEMENT shall be with a company acceptable

to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under an AGREEMENT.

13.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractor.

13.4.3 Additional Insured Status

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 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. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation

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

13.4.4 Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way

modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

### **13.0 CONTRACT AWARDS**

- 14.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT(S) resulting from this solicitation.
- 14.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 14.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 14.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 14.5 Notification: All CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 14.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

### **14.0 SEQUENTIAL CONTRACT NEGOTIATION**

County will pursue contract negotiations with the CONTRACTOR that submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal that County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

### **15.0 AGREEMENT TO TERMS AND CONDITIONS**

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall

be written by County in a standard format approved by County Counsel, similar to the <https://www.countyofmonterey.gov/home/showdocument?id=81980>. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

## 16.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

## 17.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: \_\_\_\_ Yes \_\_\_\_ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. When CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

## 18.0 CLEANUP

- 21.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by the AGREEMENT. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.
- 21.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.



**SAMPLE AGREEMENT SECTION**

**The COUNTY OF MONTEREY STANDARD AGREEMENTS with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at: <https://www.countyofmonterey.gov/home/showdocument?id=81980>**

*-- End of Sample Agreement Section*

**SIGNATURE PAGE**

COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION

RFP # **10938**  
ISSUE DATE: August 29, 2024



RFP TITLE: **Mobile Real-Time Juvenile Detention Youth Tracking System**

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY  
3:00 P.M., LOCAL TIME, ON October 15, 2024

**MAILING ADDRESS:**  
COUNTY OF MONTEREY  
CONTRACTS/PURCHASING OFFICE  
1488 SCHILLING PLACE  
SALINAS, CA 93901

ISSUE DATE: August 29, 2024

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO  
**Jessica Amezcua**, AmezcuaJ1@CountyofMonterey.gov, (831) 755-4892

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.  
**Proposals submitted without this page will be deemed non-responsive.**

**CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

License No. (If applicable): \_\_\_\_\_

License Classification (If applicable): \_\_\_\_\_

**ATTACHMENTS AND EXHIBITS**