



PURCHASING DIVISION

RFP 2012-18

**REMOVE AND REPLACE VIDEO VISITATION
SYSTEM, JAIL FACILITY,
COUNTY OF KINGS**

**RFP DUE
Thursday February 23, 2012
AT OR BEFORE 2:00 P.M.**

February 1, 2012

SECTION 1

INTENT OF THE REQUEST FOR PROPOSAL

1.1. INTRODUCTION

The County of Kings has an antiquated inmate video visitation system they wish to replace with newer technology consisting of all work listed below in Section 2.

1.2. BACKGROUND INFORMATION

The existing analog/coax cable visitation system, presently in use at the Kings County Jail, was installed in approximately 2006. The system has 24 inmate stations and 24 lobby/public stations. The Jail currently houses approximately 500 inmates, each with the legal right to utilize the existing system throughout the week. As the population continues to grow, and with plans to expand the current Jail sometime in the future, the County would like to explore a new system with the capability to meet the needs of an expanding facility.

1.3. CONTRACT TERM

The Contract term shall be for a period of thirty (30) calendar days. The start date will tentatively commence February 27, 2012, with a scheduled completion date of March 27, 2012, contingent on appropriate and sufficient funding.

1.4. PRE-PROPOSAL CONFERENCE

There will be a **mandatory pre-proposal conference** for this solicitation. All interested parties wishing to submit a response to this solicitation must appear at the date and time below, or their response will not be accepted.

Date: Thursday February 9, 2012,

Time: 2PM

Location: Kings County Jail, Main Lobby, 1400 W Lacey Blvd, Hanford CA

SECTION 2

SCOPE OF WORK

2.1. SCOPE OF WORK

Describe the methods and scope of the approach you would take to performing the following services for the County of Kings:

The proposed system should include the following at a minimum:

- **Digital – Cat 5/6 unshielded twisted pair wiring and/or fiber optic cabling (Ethernet connectivity) throughout**

The successful vendor will be responsible for the installation of all connectivity related wiring.

- **Windows Based Servers, Workstations**

County of Kings extensively leverages Microsoft technology. Ideally the selected solution will be built on a Microsoft server platform which utilizes either physical servers or is capable of running in a Microsoft Hyper-V virtualization environment.

- **Turn-Key**

With the exception of meeting electrical requirements the successful vendor will be expected to meet all design and installation requirements of the proposed solution without County intervention.

- **24 x 24 (expandable to 48 public/lobby x 48 inmate or more, for future expansion of the Jail and/or Probation stations)**

The proposed solution must, at a minimum, duplicate the end user capacity of the existing legacy system (24 x 24 matrix - 24 inmate stations & 24 lobby/public stations). Additionally the system must have future expansion capability to support a minimum matrix of 48 x 48.

- **All Sessions able to be Recorded at all times**

The proposed solution must have the capacity to simultaneously record the visitation sessions from all installed stations.

- **Scheduling/control capability**

The proposed solution must include a scheduling system whereby Sheriff's Office jail personnel can schedule and control visitation sessions.

- **Web Based**

It is preferred that the proposed solution user and administrator interface utilizes web technology and be accessible from any web browser enabled computer internal or external to the County offices.

- **Archive for Recordings (12 month life of any recording within the Archive Storage)**

The proposed solution must have the capacity to store and upon demand quickly retrieve recorded sessions which occurred during the previous twelve (12) months.

- **Training**

The successful vendor's proposal should include instructional resources appropriate for a "train the trainer" environment. Training must also be included which is deemed necessary for County Information Technology personnel to administer and support the system.

- **Ability to access the system from anywhere within the Kings County Network to be able to pull visitations and put them to CD/DVDs.**

The proposed solution must include the ability to extract recorded sessions to portable media (CD/DVD, etc.).

- **Revenue Support**

The proposed solution must support the ability for user fees to be assessed and collected by the system – either from inmates or members of the public utilizing the system.

- **12-36 months Maintenance Agreement including parts and labor, and any updates that may happen within that period.**

The cost of all maintenance, support and software updates must be included in the proposed solution.

- **Removal of Old System**

The successful vendor will be responsible for removing and delivering to the County Purchasing Department, at their cost, the legacy visitation system.

- **Lease/Finance options desired: in addition to an outright purchase price of a turnkey system to perform all specifications listed in this Scope of Work, the County of Kings desires to review any options your organization has available spreading the cost of the equipment over its lifetime.**

- **As an option, not a requirement for this RFP, the County of Kings would invite responses that also integrate inmate telephony services in addition to the video visitation system.**

This additional system or feature may be included in a 2nd response by the responding Vendor, or as an “all in one” system.

Note: Current agreement for telephone services expires end of May 2012.

SECTION 3

INSTRUCTIONS TO BIDDERS

3.1. REQUEST FOR PROPOSAL CLOSING DATE

The proposal must be received in the Kings County Purchasing Division at or before 2:00 p.m. on Thursday February 23, 2012. Proposals shall be presented under sealed cover - clearly identified on the outside to read:

Name of the Bidder
Address of the Bidder
Subject of the Proposal
Request for Proposal Number
Proposal Submittal Deadline Date and Time

For the purposes of this proposal, the time specified will be as defined by **the official time clock in the Purchasing Division, 1400 W. Lacey Blvd. Building 6, Hanford, CA 93230. It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline.** Submitting Bidder shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

Kings County Purchasing Division
Att: Dan Willhite, Purchasing Manager
1400 W. Lacey Blvd., Bld 6
Hanford, California 93230

Without law or policy to the contrary, if the Bidder took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Bidder, but was the result of negligence by the County, the County reserves the right to accept such proposal.

3.2. ANNOUNCEMENT OF PROPOSALS

All proposals received by the published date and time for submission may be publicly announced at the Purchasing Division at 1400 W. Lacey Blvd, Bld 6, Hanford, California 93230. The name of each Bidder may be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Bidders during the evaluation process. Representatives from organizations submitting proposals may be present,

but attendance at the announcement of the proposals is not mandatory. No award decision, pricing, or exchange of views will be discussed at the proposal announcement.

3.3. INTERPRETATION, CORRECTIONS AND ADDENDA

The Bidder must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "Scope of Work", or any other related matters, shall immediately notify the contact person as shown below of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth under sub-Section "SCHEDULED ACTIVITIES". No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any change in the proposal will be made only by written addendum, issued by the Purchasing Division to each firm in receipt of the Request for Proposal and shall be incorporated in the proposal.

The Bidder shall sign and date the addendum and submit same with the proposal. **Any oral communication by the County's designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any Bidders.**

The Bidder may FAX requests to 559-584-8371, email to dan.willhite@countyofkings.com or mail to:

Kings County Purchasing Division
Att: Dan Willhite, Purchasing Manager
1400 W. Lacey Blvd, Bld 6
Hanford, California 93230

All inquiries shall be directed to the designated County staff person shown above. Contact with any other County personnel, any undue "badgering" of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

3.4. DISCUSSION WITH RESPONSIBLE BIDDERS AND CLARIFICATIONS TO PROPOSAL

Discussions may be conducted with Bidders, who submit proposals determined to be responsive and have the potential of being selected for an award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such clarifications may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Bidders to anyone outside the Evaluation Committee. The purpose of such discussions shall be to examine Bidders:

- Qualifications.
- Proposed method of performance.
- Proposed personnel and facilities.
- Compensation.

All Bidders submitting a proposal for consideration agree that their company will be willing to enter into a negotiated, final Contract if awarded this proposal. Such negotiated changes will not change the "Scope of Work".

3.5. ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER

Based upon the qualifying and respective evaluations, the Evaluation Committee will recommend commencement of contract negotiation. The Board of Supervisors will officially decide to select or reject the negotiated contract.

3.6. FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal.

3.7. RULES FOR WITHDRAWAL OR REVISION OF PROPOSAL

A proposal which is submitted prior to the deadline may be withdrawn or revised anytime prior to, but not after, the deadline for receipt of proposals provided that the request for withdrawal or revision is in writing and executed by the Bidder's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with the County of Kings, Purchasing Division, before the deadline for the receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Bidder to submit a new proposal, provided the Bidder can submit the new proposal by the deadline stated herein.

3.8. SUBCONTRACTING

Any Bidder using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal (**Attachment C**, "Subcontractor List"). The selected Bidder will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Sub-Contracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any Contract that is entered into between the selected Bidder and the Subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

3.9. JOINT VENTURES

In the event a proposal is submitted jointly by more than one organization, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as Subcontractors.

3.10. CONFIDENTIALITY

The contents of all proposals, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's proposal shall be held in the strictest confidence until the Contract is awarded by the Kings County Board of Supervisors and signed by both parties. THE CONTENTS OF ALL WORKING PAPERS, TRADE SECRETS, PROPRIETARY DATA, AND DISCUSSIONS RELATING TO THE BIDDER'S PROPOSAL SHALL BE HELD CONFIDENTIAL INDEFINITELY UNLESS THE PUBLIC INTEREST IS BEST SERVED BY AN ITEM'S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION AGREEMENT OR AN EVALUATION OF THE PROPOSAL The County cannot and does not give any assurances or guarantees that such information could not be ordered released under the California Public Records Act by a court of law, or be otherwise releasable thereunder, if requested by any third party.

The Bidder should clearly mark any of the information within their proposal that is proprietary. In no case will the final cost of the bid proposal be considered proprietary, or any other information not clearly private and proprietary in nature or otherwise generally available as information or technology with the subject trade industry or profession. Designating the entire proposal as

proprietary is not acceptable and will not be honored. Submission of a proposal by a Bidder shall constitute an agreement to the provision for public announcement. The County shall not be obligated to release information contained in any Bidder's RFP submittal that has been annotated as proprietary without the written consent of the Bidder. Any agency requesting such information so marked as proprietary must obtain such written authorization directly from Bidder and forward to County. County shall not be required to contact any bidder for information on behalf of any requesting agency.

Kings County shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to this confidential information.

3.11. CONTRACT AGREEMENT - TERMS AND CONDITIONS, STATUTES AND RULES

The proposal itself is only a reference point to the County's standard Contract and is not the legal document itself. The successful Bidder will be required to enter into a negotiated and final Contract with the County, specifically identifying the "Scope of Work" as well as the County's general terms and conditions. Bidder agrees to incorporate by reference the County's solicited proposal, the Bidder's responding proposal and any other documentation deemed necessary by the County into any Contract that may be derived from this proposal and shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kings. Nothing in this proposal shall be construed to prohibit either party from proposing additional terms and conditions during negotiation of the resulting Contract

CONTRACT TERMS OF PAYMENT

If proposal provides for direct compensation payment by County, such payment shall be only for full and complete satisfactory performance of the services required to be provided herein and as set forth under Section "SCOPE OF WORK." Payment shall be made in the following manner:

CONTRACTOR/CONSULTANT shall submit periodic itemized invoices, or alternate documentation as deemed appropriate in advance by COUNTY, for services it has provided and for the amount owed under this Contract. In addition to the invoices submitted by the CONTRACTOR/CONSULTANT for payment, CONTRACTOR/CONSULTANT must complete and submit to the COUNTY, Form W-9, "A Request for Taxpayer Identification Number and Certification" (www.irs.gov/pub/irs-pdf/fw9.pdf). Both invoices and the W-9 form shall be forwarded to the COUNTY at the COUNTY address indicated under Section "NOTICES" of the Contract.

Each invoice or approved alternate documentation must:

- A. Detail by task the service performed by CONTRACTOR/CONSULTANT.
- B. Detail the labor cost (number of hours) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information and data requested by COUNTY as deemed necessary by COUNTY to properly evaluate or process CONTRACTOR/CONSULTANT'S claim.

Upon approval by COUNTY, the fee due hereunder shall be paid to CONTRACTOR/CONSULTANT within thirty (30) days following receipt of a proper invoice.

NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPRATION/TERMINATION OF CONTRACT

CONTRACTOR/CONSULTANT shall have no claim against COUNTY for payment of any kind whatsoever for any services provided by CONTRACTOR/CONSULTANT which were provided after the expiration or termination of this Contract.

PRICING CONDITIONS:

It is anticipated that the method and basis for compensating Contractor shall remain in force throughout the term of any agreement resulting from this request for proposal. Any revision sought by either party shall be subject to negotiation for the years following the first contract year, by the County at the County's discretion. The Purchasing Manager shall be the authorized County agent in any such negotiation. The Contractor must provide adequate documentation to substantiate any request for price increase.

Any Contract that may be developed as a result of this proposal will not become legally binding until it has been approved by the Kings County Purchasing Division and/or Board of Supervisors and signed by the Purchasing Manager and/or Chairperson.

SECTION 4

SPECIAL PROVISIONS

4.1. INSURANCE AND TAXES

Prior to commencement of any work associated with this proposal, the successful Bidder shall purchase and maintain the following types of insurance for the minimum limits indicated during the term of the Contract and provide a Certificate of Endorsement from the successful Bidder's Insurance Carrier guaranteeing such coverage to the County. The successful Bidder shall include all Subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each Subcontractor. All Subcontractors shall be subject to all of the requirements stated herein.

- 4.1.1. Commercial General Liability: \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured for using ISO form CG2026, as to any liability arising from the performance of any contract resulting from this proposal.
- 4.1.2. Automotive Liability: \$1,000,000.00 per accident for bodily injury and property damage, or split limits of \$500,000.00 per person/\$1,000,000.00 per accident for bodily injury and \$250,000.00 per accident for property damage. Insurance coverage for non-owned autos must be included in the Automotive Liability section.
- 4.1.3 Workers' Compensation Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
- 4.1.4. Errors and Omissions Liability: \$1,000,000 limit per occurrence and \$3,000,000 annual aggregate limit covering Bidder's wrongful acts, errors, and omissions.
- 4.1.5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$10,000 without the express written

permission of the County.

4.2. INSURANCE CONDITIONS

- 4.2.1 The County requires insurance carriers to maintain during the contract term, a Best Key Rating of A-VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- 4.2.2 Each of the required policies, noted above, shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of successful Bidder to furnish insurance during the term of any contract resulting from this proposal.
- 4.2.3. These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended "Scope of Work". Additional qualifying policy conditions or special endorsements may be specified in the negotiated Contract depending on the final "Scope of Work" agreed on by County and successful Bidder. Insurance questions may be directed to the Department of Finance Services-Support Services Division for response from the County's Risk Manager.
- 4.2.4. Failure to Maintain Coverage: If the Contractor fails to maintain any of the insurance coverage required herein, County may withhold payment, order the Contractor to stop the work, declare the Contractor in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. County may collect any replacement insurance costs or premium payments made from the contract or deduct the amount paid from any sums due the County under this Contract.

SECTION 5

BASIS OF AWARD, SELECTION PROCESS AND EVALUATION CRITERIA

5.1. BASIS OF AWARD

Award will be made to the Bidder whose proposal demonstrates to be the most qualified, responsive and advantageous to the County. **The County shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the County after all factors have been evaluated.**

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECT OR INADVERTANT CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT BE CONFINED TO COST ALONE. False, incomplete, or non-responsive statements in connection with the proposal may be deemed sufficient cause for rejection. The County shall be the sole judge in making such determination.

The County reserves the right to cancel or discontinue with the proposal process and reject any or all proposals in the event it determines that there is no longer a requirement for the furnishing of such items, materials, equipment and/or services, funding is no longer available for this proposal, or it is otherwise in the County's best interest to cancel the proposal process.

5.2. SELECTION OF REQUEST FOR PROPOSAL

An Evaluation Committee consisting of selected personnel will be established to evaluate the proposals. It is the intent of the Evaluation Committee to select an apparent successful Bidder with a recommendation to initiate contract negotiations. Selection will not be made on cost alone, but will be based upon the most responsive proposal.

5.3. EVALUATION CRITERIA

The Evaluation Committee will consider only those proposals which have been considered responsive to the proposal. Any proposal which fails to meet the requirements of the proposal will be considered non-responsive and may be rejected. Responsiveness includes attention to detail in following the proposal format. The Evaluation Committee may also contact and evaluate the Bidder’s and the Subcontractors references; contact any Bidder to clarify any response; contact any current users of a Bidder’s services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal, but shall recommend such proposal that is the most qualified, responsive and cost-effective proposal and in the best interest of the County.

	CRITERIA	% Weighed
1	Responsiveness to Scope of Work	25
2	Demonstrated ability to be innovative with respect to Services as detailed in Scope of Work	25
3	Experience of staff assigned to County	10
4	Costs	5
5	Range and extent of services provided	10
6	Completeness of proposal	5
7	References	20

5.4. PRESENTATIONS/DEMONSTRATIONS

5.4.1 ORAL PRESENTATIONS

Selected Bidder(s) may be asked to make oral presentations further explaining their proposal. The Bidder’s original proposal cannot be changed in any aspect during the oral presentation. Bidder(s) will be advised, in writing, as to the time and place for such presentations and they should be prepared to discuss all aspects of their proposal.

5.4.2. PRODUCT DEMONSTRATIONS – ADDITIONAL EVALUATION ASSESSMENT

Following the evaluation of all proposals by the Evaluation Committee in accordance with Section 5.3 “EVALUATION CRITERIA”, the top three candidates may be invited to present and demonstrate their proposal and answer questions before the Evaluation Committee. A maximum time of one-hour may be allotted per Bidder. Each Bidder will be limited to not more than two (2) representatives.

5.5. NOTICE OF INTENT TO AWARD

A “Notice of Intent to Award” will be sent to all participating Bidders upon Evaluation Committee recommendation to initiate contract negotiation. This “Notice of Intent to Award” will be sent to all participating Bidders by U.S. postal mail, email or facsimile.

5.6. NEWS RELEASES

News releases by the Bidder pertaining to the award resulting from this proposal shall not be made without prior written approval of the County.

5.7 DEBRIEFING

A debriefing may be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's proposal. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the County's Purchasing Manager Purchasing Division at 1400 W. Lacey Blvd., Hanford, CA 93230 within three (3) working days following the County's U.S. postal mail or facsimile of the "Notice of Intent to Award". Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the Evaluation Committee determinations of your company's submitted proposal as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the County's Request for Proposal is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging the award of the Contract.

5.8. PROTEST

The protest process is made available in the event that an unsuccessful Bidder cannot reach agreement with the County after undergoing the debriefing process described herein above.

Should an unsuccessful Bidder request a debriefing, and believes its proposal to be the most responsive to the County's proposal and that the County has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to County's Intent to Award must be sent by email at dan.willhite@countyofkings.com , U.S. mail, postage prepaid, or by personal delivery to:

Purchasing Manager
County of Kings
1400 W. Lacey Blvd
Hanford, CA 93230

All protests in relationship to the County's intended award decision must be received by the County Purchasing Manager no later than seven (7) working days following the County's U.S. postal mail or facsimile of the "Notice of Intent to Award" to the Bidder.

5.9. PROTEST PROCEDURES

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the County of Kings.

Upon receipt of the formal protest, the Purchasing Manager, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the Board of Supervisors stating their concerns. The decision of the Kings County Board of Supervisors constitutes the final step of the Bidder's administrative remedy.

A protest shall be disallowed when, in the judgment of the Purchasing Manager, or his/her designee, or County Board of Supervisors, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by Kings County, the protest will be disallowed.

ATTACHMENTS

ATTACHMENT A

SIGNATURE PAGE

(BIDDER TO COMPLETE AND PLACE IN FRONT OF PROPOSAL)

INDIVIDUAL/COMPANY _____

ADDRESS _____
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS _____

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the proposal are true, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

Authorized Representative - Name Title

Signature Date

Business License No.: (Hanford) _____

(Kings County) _____

Professional License No.: _____

Taxpayer Identification No.: _____

ATTACHMENT B

REFERENCE LIST

(BIDDER TO COMPLETE AND RETURN WITH PROPOSAL)

List Five (5) References where the same or similar Scope of Work were provided

REFERENCE NO. 1 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

REFERENCE NO. 2 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

REFERENCE NO. 3 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

REFERENCE NO. 4 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

REFERENCE NO. 5 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

ATTACHMENT C

SUBCONTRACTOR LIST

(BIDDER TO COMPLETE AND RETURN WITH PROPOSAL)

SUBCONTRACTOR NO. 1 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO. 2 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO. 3 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO. 4 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO. 5 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

ATTACHMENT 5

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if bidder is a corporation).
2. That the attached bid has been arrived at by the bidder independently and has been submitted without collusion with, and without agreement, understanding or planned common course of action with, any other vendor or materials, supplies, equipment, services described in the invitation For Bid, designed to limit independent bidding or competition.
3. That the contents of the bid have not been communicated by the bidder or its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid; and,
4. That I have fully informed myself regarding the accuracy of the statements made on this affidavit.

Name of Bidder

Address

City, State, Zip Code

Authorized Signature

Date

This page does **not** require a notary public seal