



# COUNTY OF HUMBOLDT

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## REQUEST FOR PROPOSAL

### **Provision of Security Screening Services for the Humboldt County Courthouse RFP# SHF-2019-01A**

Release Date: May 6, 2019  
Due Date: May 17, 2019

For information:

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Eureka, CA 95501

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**REQUEST FOR PROPOSALS – NO. SHF-2019-01A  
PROVISION OF SECURITY SCREENING SERVICES**

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PROVISION OF SECURITY SCREENING SERVICES**

**1.0 DEFINITIONS:**

**1.1 Terms:**

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Sheriff’s Department.
- C. **Professional Services Agreement.** As used herein, the term “Professional Services Agreement” refers to the contract regarding the provision of security screening services between County and the Successful Proposer(s).
- D. **Proposer.** As used herein, the term “Proposer” refers to any individual, agency, firm or company submitting a Proposal in response to this Request for Proposals.
- E. **Proposal.** As used herein, the term “Proposal” refers to an offer submitted in accordance with this Request for Proposals to provide an ongoing service for a specified sum of money.
- F. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to the individual, agency, firm or company that County chooses to enter into a final Professional Services Agreement with after the selection process set forth in this Request for Proposals has been completed.

**1.2 Abbreviations:**

- A. **Courthouse.** As used herein, refers to the Humboldt County Courthouse at 826 4<sup>th</sup> Street, Eureka, CA.
- B. **RFP.** As used herein, the abbreviation “RFP” refers to this Request for Proposals for the provision of security screening services.

**2.0 INTRODUCTION:**

**2.1 Statement of Purpose:**

The County of Humboldt (“County”), by and through its Sheriff’s Department, is issuing this Request for Proposals (“RFP”) to solicit Proposals for the provision of security screening services at the Humboldt County Courthouse (“Courthouse”). Successful Proposer(s) must have the ability to provide trained, experienced Security Guards. Service hours, locations and number of assigned Security Guards may be increased or decreased at any time during the term of the final Professional Services Agreement(s) between County and the Successful Proposer(s).

Information received as part of Proposals submitted in response to this RFP shall be objectively evaluated to determine those businesses best qualified to provide the security screening services set forth herein. This is a non-binding solicitation for such services.

**2.2 Overview of the Proposal Process:**

Each Proposer may submit a Proposal for the provision of security screening services. A sample Professional Services Agreement is attached hereto as Attachment D.

### **2.3 Overview of Services:**

- A. Security Services.** The Successful Proposer will be responsible for the security screening of all persons and materials entering the Courthouse and a morning and evening sweep of the interior building. The Sheriff's Office is responsible for the overall security of the Courthouse, so security staff will need to work closely with the Sheriff's Office staff.
- B. Locations.** There are two public entrances that utilize a magnetometer and x-ray machine. The Successful Proposer will staff these two entrances with the number of security guards that is mutually agreed by the Successful Proposer and County.

### **3.0 PRELIMINARY SCOPE OF SERVICES:**

This section only presents a preliminary scope of services to generally communicate County's expectations for the provision of security screening services. A final scope of services will be developed by County and the Successful Proposer(s). All Proposers will be held strictly to the requirements, standards and protocols set forth in this RFP. Such requirements, standards and protocols will be incorporated into the final Professional Services Agreement(s) between County and the Successful Proposer(s).

#### **3.1 Security Services:**

##### **A. Scope of Security Services to be Provided at Courthouse Facilities.**

1. The Successful Proposer shall furnish an adequate number of uniformed Security Guards to provide security screening services at the Humboldt County Courthouse located at 826 4<sup>th</sup> Street, Eureka, CA.
2. The Successful Proposer shall provide security services on a scheduled and as-needed basis, with a minimum of twenty four (24) hours notice, in a manner consistent with the requirements and standards set forth in this RFP. The exact number, principal posts and hours of duty of Security Guards shall be as directed from time to time by County.
3. The Successful Proposer shall provide emergency security services on an on-call basis.
4. The Successful Proposer shall, as possible, provide the same Security Guards at the same location each day. When a Security Guard is unavailable, the Successful Proposer shall immediately supply a substitute Security Guard.
5. Security Guards shall be responsible for: closing and locking all designated doors and windows, ensuring that only County employees, and other persons approved by County, are in the facility at the time such facility is closed to the public; and completing all other related tasks as designated by County.
6. Security Guards may, at County's request, be responsible for setting and/or disarming building alarm systems.

7. Security Guards shall refer all questions for County programs to appropriate County staff. Guards shall not assist clients in filling out County forms.

**B. Schedule of Security Services.**

1. The Successful Proposer shall provide experienced security guards at the Humboldt County Courthouse Monday through Friday from 7:00 a.m. to 6:00 p.m., Pacific Standard Time (“PST”), excluding court recognized holidays. In addition to the regular hours, additional hours may be necessary to cover meetings and events as requested. There shall be 2 security guards at the 4<sup>th</sup> Street entrance and 2 security guards at the 5<sup>th</sup> Street entrance at all times except for scheduled breaks in accordance with State labor laws. There may be 1 security guard at each location during the required scheduled breaks. Every effort shall be made to avoid scheduling breaks during peak hours. Peak hours are usually in the morning and during the lunch hour. There shall be on-call coverage during after-hours, weekends, emergencies, or such other schedule as County may approve. Service hours and number of assigned security guards may be increased or decreased at any time during the term of the Professional Services Agreement(s) between County and the Successful Proposer(s).
2. The Successful Proposer shall provide security services at the Humboldt County Courthouse on an as-needed basis, with a minimum of twenty four (24) hours notice. The duration of security services to be provided, and the exact number of Security Guards needed at the Humboldt County Courthouse shall be as directed by County.

**4.0 REQUIREMENTS STATEMENT:**

**4.1 Performance Standards Pertaining to Security and Secure Transportation Services:**

**A. Duties and Obligations of Successful Proposer.**

1. The Successful Proposer(s) shall ensure that the security screening services set forth in this RFP are provided by qualified, efficient and discreet employees in strict accordance with any and all standard and special instructions provided by County.
2. The Successful Proposer(s) will have the sole responsibility of paying the salaries, benefits, taxes (including, but not limited to, federal social security taxes and federal and California unemployment taxes, payroll taxes and income related taxes) and all other expenses relating to all Security Guards employed thereby. All Security Guards responsible for providing the security screening services set forth in this RFP shall be employees of the Successful Proposer(s) and shall at all times be subject to the direct supervision and control of the Successful Proposer.
3. The Successful Proposer(s) shall be available at all times to report to, and confer with, County staff regarding the provision of the security screening services set forth in this RFP. The Successful Proposer(s) shall meet with County staff as requested to discuss the security screening services being provided thereby.
4. The Successful Proposer(s) shall provide County with sufficient proof that a background check has been completed for all Security Guards that will be providing the security screening services set forth in this RFP. The Successful Proposer will describe the methods they use for background screening of Security Guards in the RFP. County

reserves the right to request the Successful Proposer to make changes to their background screening process as part of the Professional Services Agreement negotiation.

5. County reserves the absolute right to reject any Security Guard for any reason by submitting written notification to the Successful Proposer(s). In the event of such a rejection, the Successful Proposer(s) shall immediately remove that employee from the performance of the security screening services set forth in this RFP, and fill the vacant Security Guard position no later than the next business day. Such right of rejection shall not be construed as establishing an employer-employee relationship between County and the Successful Proposer(s).
6. The Successful Proposer(s) shall, upon County's request, furnish County with daily time sheets covering all of the time spent by Security Guards providing the security screening services set forth in this RFP .
7. The Successful Proposer(s) shall ensure that all Security Guards are given all required breaks and lunch periods in accordance with all applicable local, state and/or federal labor laws and regulations. County shall not be responsible for reimbursing the Successful Proposer(s) for time spent by Security Guards at lunch.
8. The Successful Proposer(s), unless directed otherwise by County, shall ensure that all Security Guards are completely outfitted with a uniform, a badge bearing the name of the Successful Proposer(s) as well as the employee's name and identification number and all necessary equipment, including, without limitation, a two-way radio and cell phone.
9. The Successful Proposer(s) shall ensure that all Security Guards are adequately trained in the use of all equipment necessary to provide the security screening services set forth in this RFP. Necessary equipment to be trained on includes the magnetometers, x-ray machine, and metal detector wands provided by the court system for use by the Successful Proposer.
10. The Successful Proposer(s) shall not make copies of any County-issued keys that are used in the provision of the security screening services set forth in this RFP.

**B. Qualifications and Duties of Security Guards.**

1. Security Guards must successfully complete the Successful Proposer's pre-employment screenings and background check..
2. Security Guards must be CPR certified and possess up-to-date basic first-aid training skills. In the event of a medical emergency, Security Guards shall perform basic first aid and/or CPR prior to arrival of emergency personnel.
3. Security Guards must have earned, at a minimum, a high school diploma or GED equivalent.
4. All Security Guards must possess an active California Driver's license without legal restrictions, and provide County, upon request, with any and all California Department of Motor Vehicle reports evidencing a satisfactory driving record.

5. Security Guards shall comply with the requirements and standards set forth in this RFP, any additional written requirements and standards agreed upon by County and the Successful Proposer(s), and any other special instructions, oral or written, that may be issued from time to time by designated employees of County.
6. Security Guards shall notify County staff of any problems or concerns regarding the provision of the security screening services set forth in this RFP. Security Guards shall allow County staff to work with the Successful Proposer(s) to formulate a plan to address such problems or concerns prior to taking any corrective actions.
7. Security Guards shall be available for all applicable training provided by County, in addition to any training provided by the Successful Proposer(s). Time spent at such training provided by County shall be at County's expense, and will be considered paid time for which the Successful Proposer(s) will be reimbursed according to the rates mutually agreed upon by County and the Successful Proposer(s). Time spent at training provided by the Successful Proposer(s), either directly or indirectly, shall be at the Successful Proposer's expense.
8. Security Guards shall perform their duties in a polite, courteous and businesslike manner in accordance with the County's mission, vision, values and goals, and shall maintain self-control in stressful situations.
9. Security Guards shall proactively manage aggressive or violent individuals and de-escalate potential acts of aggression or violence by properly recognizing threats of violent or aggressive behavior and appropriately responding thereto in accordance with County's emergency response protocols.
10. Security Guards shall attempt to prevent injury to County staff and visitors by applying non-combative physical techniques to stop assaultive behavior, and shall summon law enforcement in all situations in which additional assistance is required.
11. County may, at its sole discretion, require Security Guards to complete an hourly operating log, incident reports and other similar documents.
12. Security Guards shall not smoke while on duty. Security Guards shall not read unauthorized materials, listen to music, wear headphones, groom themselves, play cards or participate in any other recreational activities while on duty.
13. Security Guards shall not drink alcohol or use illegal or controlled substances while on duty, or report for duty under the influence of alcohol or illegal or controlled substances.
14. Security Guards shall not have visitors or be accompanied by pets while on duty. Security Guards shall avoid casual conversation with County visitors and staff except as necessary to provide the security screening services set forth in this RFP. Security Guards shall not fraternize, or become overly friendly, with County visitors or staff. Telephone calls made or received by Security Guards while on duty shall be restricted to business and emergency related matters.
15. Security Guards must show a visible presence in their assigned areas, and shall not leave such areas until relieved by the Successful Proposer(s).
16. Security Guards must take all breaks and lunch periods away from assigned service areas.



17. Security Guards shall not use County office equipment or appliances without County's prior approval.
18. Security Guards shall not use County telephones, except as specifically needed to provide the security screening services set forth in this RFP.
19. Security Guards shall not bring any type of electronic equipment, device, machine or appliance for personal use onto County property without County's prior approval. While on duty, Security Guards shall not use any type of electronic equipment, device, machine or appliance for personal use.
20. Security Guards shall not remove any property belonging to County from County premises.
21. Security Guards shall not accept any gratuities from County staff, County visitors or any other member of the public.

## **5.0 SCHEDULE OF EVENTS:**

The following RFP schedule of events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. Pacific Time. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule of events shall be posted on the County's website.

EVENT	DATE
Release of Request for Proposal	May 6, 2019
Deadline for submission of questions	May 10, 2019
Response to questions and any addendum will be posted to County website by 5:00 P.M.	May 14, 2019
Deadline for proposals to be received	2:00 P.M. Pacific Standard Time May 17, 2019
RFP evaluation process	May 20, 2019 – May 31, 2019
Recommendation of award to County Board of Supervisors	June 25, 2019
Contract finalization	July 23, 2019
New contract start date	August 1, 2019

## **6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:**

### **6.1 Proposal Submission:**

Proposers shall prepare and submit one (1) original and four (4) copies of the Proposal(s) by 2:00 p.m. PST, May 17, 2019. Proposals shall be signed by an authorized agent of the Proposer, and must be placed in a sealed envelope clearly marked as RFP # SHF-2019-01A along with the name and address of the Proposer and the closing date and time for submission of Proposals. Proposals shall be delivered or mailed to:

COUNTY: Humboldt County Sheriff's Department  
Attention: Lt. Kevin Miller  
826 4<sup>th</sup> Street  
Eureka, CA 95501  
Email: [kamiller@co.humboldt.ca.us](mailto:kamiller@co.humboldt.ca.us)

Proposals submitted to any other County office will be rejected and returned to the Proposer unopened.

Time is of the essence, and any Proposal received after the above-referenced time and date for submittal, whether by mail or otherwise, will be rejected and returned to the Proposer unopened. It is the sole responsibility of the Proposer to ensure that its Proposal(s) is received before the submittal deadline and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFP precludes County from extending the deadline for submission of Proposals, or from requesting additional information at any time during the Proposal evaluation process.

## **6.2 Withdrawal of Submitted Proposals:**

A Proposer may withdraw its Proposal(s) at any time prior to the date and time specified for Proposal submission by submitting a written notification of withdrawal signed by the Proposer or an authorized representative thereof. The Proposer must, in person, retrieve the entire sealed submission package. Proposals will become County's property after the submission deadline has passed.

## **6.3 Proposal Modification:**

Any Proposer who wishes to make modifications to a submitted Proposal(s) must withdraw its initial proposal as required by this RFP. All handwritten modifications must be made in ink and properly initialed by the Proposer's authorized representative. It is the responsibility of the Proposer to ensure that modified Proposals are resubmitted before the designated deadline for submission of Proposals in accordance with the terms and conditions of this RFP. Proposals may not be changed or modified after the submission deadline.

## **6.4 Proposer Investigations:**

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to perform the security screening services, and comply with the requirements and standards, set forth in this RFP. In addition, each Proposer shall verify any representations made by County that the Proposer will rely upon. Failure to make such investigations and examinations will not relieve the Successful Proposer(s) from its obligation to comply with all provisions and requirements set forth in this RFP and the sample Professional Services Agreements. In addition, a Proposer's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Proposer.

## **6.5 Expenses Incurred in Preparing the Proposals:**

County accepts no responsibility for, and shall not pay, any costs or expenses resulting from, or associated with, a Proposer's participation in this RFP process, including, without limitation, the preparation and presentation of a Proposal(s). Such expenses are to be borne exclusively by the Proposer.

**6.6 Right of County to Reject Proposals:**

County reserves the right to reject any and all Proposals or to waive, at its discretion, any irregularity, which County deems reasonably correctable or otherwise not warranting rejection of a Proposal.

**6.7 Public Records and Trade Secrets:**

All Proposals and materials submitted in response to this RFP shall become County's property, and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq.

This RFP and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters. Specifically identified proprietary information will not be released, if the Proposer agrees to indemnify and defend County in any action brought to disclose such information. By submitting such information, the Proposer agrees that County's failure to contact Proposer prior to the release of such proprietary information will not be a basis for liability by County, or any employee thereof.

**6.8 Conflict of Interest:**

By submitting a Proposal in response to this RFP, Proposer warrants and covenants that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or assist in procuring the final Professional Services Agreement resulting from this RFP process, nor that any such person will be employed in the performance of such Professional Services Agreement without immediate divulgence of such fact to County.

**7.0 REQUIRED FORMAT OF PROPOSALS:**

**7.1 General Instructions and Information:**

A. **Content Requirements.** In order for Proposals to be considered for award by County, all of the following conditions must be satisfied:

1. Proposals must be submitted in accordance with the standards and specifications set forth in this RFP and contain all required attachments, including, without limitation, a signed and completed Signature Affidavit.
2. Proposals must be complete and specific unto themselves. For example, "*See Enclosed Manual or Brochure*" will not be considered an acceptable response.
3. Proposals must be concise and to the point. Costly bindings, color plates and glossy brochures are not necessary or recommended.

4. All information, statements, letters and other documentation and attachments required by this RFP must be included in the original Proposal and each copy thereof.
5. Receipt of all Addenda to this RFP, if any, must be acknowledged on the bottom of the RFP Signature Affidavit sheet attached to the original Proposal and each copy thereof.

**B. Presentation Requirements.** In order for Proposals to be considered for award by County, all of the following conditions must be satisfied:

1. Proposals must be typewritten and not be any more than twenty (20) pages in length.
2. Proposals must be uniformly typed in twelve (12) point font on standard letter size (8 ½” x 11”) white paper, single or double sided, with
  - a. Each section clearly titled.
  - b. Each page consecutively numbered, including all attachments.
  - c. Each page having 1.25” margins.
  - d. Each page being clean and suitable for copying.

**C. Formatting Requirements.** In order to be considered for award by County, Proposals shall follow the format outlined herein. Failure to follow this format may result in the rejection of the Proposal. Each Proposal shall consist of the following sections:

- 1.0 Cover Letter
- 2.0 RFP Signature Affidavit
- 3.0 Proposal Table of Contents
- 4.0 Business Profile
- 5.0 Quality Assurance Capabilities
- 6.0 Cost Proposal
- 7.0 Documentation
- 8.0 References
- 9.0 Evidence of Insurability/Business Licenses
- 10.0 Exceptions, objections and Requested Changes
- 11.0 Required Attachments

## **7.2 Cover Letter:**

In one (1) page or less, describe Proposer’s entity and summarize Proposer’s qualifications, experience and vision for providing the security screening services set forth in this RFP.

## **7.3 RFP Signature Affidavit:**

Each Proposal must contain a signed and completed RFP Signature Affidavit which is attached to this RFP as Attachment A. The RFP Signature Affidavit must be signed by an authorized representative. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle County to pursue any remedy authorized by law, including but not limited to, the termination of any Professional Services Agreement resulting there from. Receipt of all Addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit.

#### **7.4 Proposal Table of Contents:**

Proposals shall include a comprehensive table of contents that identifies submitted material by sections 1.0-11.0 in the order listed above and any subsections thereof with sequential page numbers.

#### **7.5 Business Profile:**

Proposals shall include a clear and concise narrative which identifies the Proposer's ability to provide the security screening services specified in this RFP.

**A. Company Overview.** The Business Profile must include an overview of the business structure and operation of Proposer's firm. The company overview should include, at a minimum the following items:

1. The Proposer's business name, physical location, mission statement, legal business status, such as partnership, corporation, limited liability company or sole proprietorship, and the Proposer's current staffing levels.
2. A detailed description of the Proposer's current and previous business activities, including, without limitation:
  - a. The history of the Proposer's firm, including the date when the Proposer's firm was founded and how the Proposer fosters innovation and high quality performance.
  - b. The number of years the Proposer has been operating under the present business name, and any prior business names under which the Proposer has conducted security screening services equivalent to those set forth in this RFP.
  - c. The number of years the Proposer has been providing security screening services equivalent to those set forth in this RFP.
  - d. The total number of government agencies for which the Proposer has provided security screening services equivalent to those set forth in this RFP.
3. A detailed description of any fraud convictions related to public contracts, if applicable.
4. A detailed description of any current or prior debarments, suspension or other ineligibility to participate in public contracts, if applicable.
5. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
6. A detailed description of any controlling or financial interest Proposer's firm has in any other firms or organizations, or whether Proposer's firm is owned or controlled by any other firm or organization. If Proposer does not hold a controlling or financial interest in any other firms or organizations, that must be stated.

**B. Statement of Qualifications.** The Business Profile must include a statement of qualifications regarding Proposer's ability to provide the security screening services set forth in this RFP. The statement of qualifications should include, at a minimum, the following items:

1. The number of staff that will be providing security screening services to County.

2. Identification of the Proposer's management team and key personnel, including an organizational chart and resumes of each representative.
3. A detailed summary of the qualifications and experience of staff members who will provide the proposed security screening services, including job titles, responsibilities, special training, licenses, certifications and experience with other public agencies.

## 7.6 **Quality Assurance Capabilities:**

- A. **Description of Services.** Proposals shall include an overview of how the security screening services provided by the Proposer will comply with the requirements set forth in this RFP. The description of services portion of the Proposal should include, at a minimum, the following items:
  1. A detailed description of how the security screening services will be performed.
  2. A detailed description of any security screening services set forth in this RFP or the sample Professional Services Agreements attached hereto that will not be included in the services provided by Proposer and the reason for the exclusion of such services.
  3. A detailed description of any procedural enhancements that Proposer believes may add value to the security screening services set forth in this RFP.
- B. **Project Understanding and Approach.** Proposals shall include an overview of Proposer's policies and procedures regarding quality control. The overview should include, at a minimum, the following items:
  1. A detailed description of Proposer's specific management expertise that ensures satisfactory performance of the security screening services set forth in this RFP.
  2. A detailed description of the expected communication channels between Proposer and County to ensure that services will be performed to County's satisfaction, including, without limitation, how potential problems will be solved.

## 7.7 **Cost Proposal:**

- A. **Price Quotes.** Proposals shall include an itemized list of the costs for all of the security screening services that will be provided by Proposer. In providing cost information, staffing levels and hourly rates shall be provided. Cost information shall be presented in a form substantially similar to the Cost Proposal Form attached hereto as Attachment B. In addition to the above-referenced cost information, Proposals should also include a detailed summary of the pricing data submitted therein.
- B. **General Instructions and Requirements.** The following is an outline of the general information and requirements applicable to price quotes:
  1. Price quotes shall be valid for a minimum of one hundred eighty (180) days from the Proposal submission deadline of May 17, 2019.
  2. Price quotes shall include any and all payment incentives available to County at the time the Proposal is submitted.

3. Price quotes shall include any exception, deviation and clarifications pertinent to the security screening services that will be provided by Proposer that may assist in the evaluation of such price quotes.

#### **7.8 Documentation:**

Proposals shall include a detailed description of all invoices and any other pertinent documents that will be used to facilitate the terms and conditions of this RFP. Samples of each document described the documentation section of the Proposal shall be attached to the original Proposal and each copy thereof.

#### **7.9 References:**

- A. **Reference Data Sheet.** Proposals shall include a Reference Data Sheet containing present and past performance information from a minimum of three (3) former clients, preferably government agencies. A Reference Data Sheet is attached to this RFP as Attachment C.
- B. **Required Information.** The performance information provided with each reference must be clearly correlated to the security screening services and requirements set forth in this RFP. Each reference must include, at a minimum, the following items:
  1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
  2. The dates of work performed for each referenced client.
  3. A detailed description of the scope of services performed for each referenced client, including, without limitation, the time period in which such services were delivered.
  4. A verification that all information provided in the Reference Data Sheet is true and correct to the best of Proposer's knowledge.

#### **7.10 Evidence of Insurability and Business Licenses:**

All Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreements attached hereto. Upon the award of a Professional Services Agreement the Successful Proposer will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming County as additional insured. Additional insurance should not be purchased until a Professional Services Agreement has been awarded.

In addition all Proposers shall certify the possession of any and all licenses and/or certifications required for the provision of the security screening services set forth in this RFP.

#### **7.11 Exceptions, Objections and Requested Changes:**

Proposers should carefully review the terms and conditions of this RFP. Any exceptions, objections or requested changes to any portion of this RFP or the sample Professional Services Agreements attached hereto shall be clearly stated and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFP or sample Professional Services Agreements attached hereto.

Protests based on any exception, objection or requested change shall be considered waived and invalid by County if the exception, objection or requested change is not clearly identified and adequately explained in the Proposal.

### **7.12 Required Attachments:**

In order to be considered for award by County, Proposals must contain each of the following attachments:

- **Attachment 1 – RFP Signature Affidavit** (See Section 7.3)
- **Attachment 2 – Cost Proposal** (See Section 7.7)
- **Attachment 3 – Reference Data Sheet** (See Section 7.9)
- **Attachment 4 – Sample Documentation** (See Section 7.8)
- **Attachment 5 – Staff Resumes** (key management staff only)

Failure to include the above-reference attachments may result in the rejection of the Proposal.

### **8.0 EVALUATION CRITERIA:**

After the Proposals are received and opened by County, County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the security screening services set forth in this RFP. County may also investigate qualifications of all Proposers to whom an award of the final Professional Services Agreement is contemplated. In doing so, County may request clarifications of Proposals directly from one or more Proposers.

In evaluating the Proposals, County shall employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Service Requirements – 10 points:** Proposer’s ability to meet the service requirements and standards set forth in this RFP.
- **Company Profile and References – 10 points:** Proposer’s experience in providing security screening services for government agencies of comparable size.
- **Staffing Levels – 10 points:** Proposer’s ability to provide staff from currently maintained rosters of qualified, trained Security Guards and Secure Transportation Personnel.
- **Location – 10 points:** Proposer’s ability to provide staff from offices located in Humboldt County.
- **Commencement of Services – 10 points:** Proposer’s ability to start providing the security screening services set forth in this RFP and sample Professional Services Agreements attached hereto by the date currently scheduled as the Professional Services Agreement start date.
- **Overall Cost of Services – 40 points:** Total cost to provide the security screening services set forth in this RFP and sample Professional Services Agreements Attached hereto.



- **Other Criteria – 10 points:** Overall impression of Proposer’s ability to provide the security screening services set forth in this RFP and sample Professional Services Agreements attached hereto.

All Proposals will be evaluated by an RFP Evaluation Committee made up of County staff members. Proposers may be requested to make presentations in accordance with direction from County. Any delay caused by a Proposer’s failure to respond to direction from County may lead to a rejection of the Proposal(s). All contacts made with County during the evaluation and selection process shall be through Sheriff’s Department Lieutenant Kevin Miller (see Section 10.1 for contact information). Attempts by the Proposer to contact any other County representative during the evaluation and selection process may result in disqualification of the Proposal(s).

The evaluation and selection process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of Professional Services Agreements, if made by County, will be based upon a total review and evaluation of each Proposal and the projected costs associated therewith.

County reserves the right, at its sole discretion, to request clarifications of Proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the Proposal. Discussions shall be limited to specific sections of the Proposal identified by County and shall be held after all Proposals have been reviewed. If clarifications are made as a result of such discussions the Proposer shall put such clarifications in writing. Conflict resolution shall be handled by County staff upon receiving a written statement from the Proposer about the procurement process.

Following the conclusion of the evaluation and selection process, the RFP Evaluation Committee will present the evaluation results to the Humboldt County Board of Supervisors for review and approval. County staff will notify each Proposer of the acceptance or rejection of their Proposal(s).

## **9.0 CONTRACT DEVELOPMENT:**

### **9.1 Award of Professional Services Agreement(s):**

The Successful Proposer(s) will be awarded a Professional Services Agreement(s) with County. The term of the Professional Services Agreement(s) for the provision of security screening services shall commence upon execution and shall continue for a period of five (5) years. The final Professional Services Agreement(s) shall be substantially similar to the sample Professional Services Agreements attached hereto, and is subject to approval by the Humboldt County Counsel, Risk Manager and Board of Supervisors.

County hereby reserves the right to negotiate the terms and conditions of the Professional Services Agreement for the provision of security screening services with one (1) or more Proposers. Proposers shall participate in good faith negotiations in accordance with direction from County. Any delay caused by Proposer’s failure to participate in good faith negotiations may lead to rejection of the Proposal(s). No Proposal shall be binding upon County until a final Professional Services Agreement is signed by duly authorized representatives of both the Successful Proposer and County.

If County determines, after the completion of the contract negotiation process, to award an agreement, a Professional Services Agreement shall be sent to the Successful Proposer for signature. County hereby reserves the right to award a Professional Services Agreement or Professional

Services Agreements to a Proposer or Proposers that present Proposals which, in the sole judgment of County, best serve the interests thereof.

## 9.2 **Contractual Requirements:**

- A. **Disclosure of Confidential Information.** During the performance of the security screening services set forth in this RFP, the Successful Proposer(s) may receive information that is confidential under local, state and/or federal law. The Successful Proposer(s) will be required to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health and Safety Code Sections 1280.15 and 1280.18; the California Confidentiality of Medical Information Act; the United States Health Information Technology for Economic and Clinical Health Act; the United States Health Insurance Portability and Accountability Act of 1996 and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164; the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. **Compliance with Anti-Discrimination Laws.** In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposer(s) will be required to abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time.
- C. **Ownership and Control.** The Successful Proposer will be required to provide information on the ownership and control of its business operations as provided in 42 C.F.R. Sections 455.101 and 455.104.
- D. **Indemnification Requirements.** The Successful Proposer(s) will be required to hold harmless, defend and indemnify County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer’s negligent performance of, or failure to comply with, any of the obligations contained in any Professional Services Agreements resulting from this RFP process, except such loss or damage which was caused by the sole negligence or willful misconduct of County.
- E. **Insurance Requirements.** The Successful Proposer(s) will be required to satisfy the insurance requirements set forth in the sample Professional Services Agreements attached hereto. The Successful Proposer(s) shall furnish County with certificates and original endorsements effecting the required insurance coverage prior to County’s execution of a final Professional Services Agreement. In addition, County may require additional insurance requirements

dependent upon the final scope of security screening services that will be provided by the Successful Proposer.

- F. **Assignment.** Any Professional Services Agreements resulting from this RFP process, and any amendments or supplements thereto, shall not be assignable by the Successful Proposer(s).
- G. **Jurisdiction and Venue.** Any Professional Services Agreements resulting from this RFP shall be governed in all respects by the laws of the State of California. Any disputes regarding such Professional Services Agreements shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code Civil Procedure Sections 394 or 395.

## **10.0 MODIFICATION AND CORRECTION:**

### **10.1 Requests for Clarification or Correction:**

Proposers shall be responsible for meeting all of the requirements, specifications and conditions set forth in this RFP. If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, a written request for clarification or correction should be immediately submitted to County. Such requests shall be directed to:

COUNTY: Humboldt County Sheriff's Department  
Lieutenant Kevin Miller  
826 4<sup>th</sup> Street, Eureka, CA 95501  
Email to: [kamiller@co.humboldt.ca.us](mailto:kamiller@co.humboldt.ca.us)

Requests for clarification or correction and any other questions pertaining to this RFP must be received by May 10, 2019. All responses to such requests for clarification or correction and written questions received by County will be posted on County's Purchasing website (<http://www.co.humboldt.ca.us/purchase>) on or before May 14, 2019.

### **10.2 RFP Addenda:**

Any modifications to this RFP shall be made and distributed by written Addenda, and will be posted on County's Purchasing website. Addenda issued by County interpreting or modifying any portion of this RFP shall be incorporated in the Proposal. The Addenda Cover Sheet shall be signed and dated by the Proposer and submitted to County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on County, and shall in no way modify this RFP or the obligations of County or any Proposers.

## **11.0 CANCELLATION OF THE RFP PROCESS:**

County hereby reserves the right to cancel the RFP process at any time after the issuance of this RFP, but prior to the award of a final Professional Services Agreement(s), if County determines that cancellation is in the best interest of County for reasons, including, but not limited to, the following: the security screening services set forth in this RFP are no longer required; the Proposals received are at an unreasonable cost; the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith; or County determines, after analysis of the Proposals, that the need can be satisfied through an alternative method.

County reserves the right to amend or modify the scope of the security screening services set forth in this RFP prior to the award of a final Professional Services Agreement(s), as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit County to award a Professional Services Agreement(s) for the provision of security screening services, or to pay any costs incurred in the preparation of any Proposals.

**REQUEST FOR PROPOSALS – NO. SHF-2019-01A  
PROVISION OF SECURITY SCREENING SERVICES**

**ATTACHMENT A – RFP SIGNATURE AFFIDAVIT  
(Submit With Proposal)**

<b>REQUEST FOR PROPOSALS – NO. SHF-2019-01A SIGNATURE AFFIDAVIT</b>	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

Government Code Sections 6250, et seq., the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request For Proposals and declares that the attached proposal and pricing are in conformity therewith.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

This firm hereby acknowledges receipt / review of the following Addendum(s), if any  
Addendum # [ ] Addendum # [ ] Addendum # [ ] Addendum # [ ]

**REQUEST FOR PROPOSALS – NO. SHF-2019-01A  
PROVISION OF SECURITY SCREENING SERVICES**

**ATTACHMENT B – COST PROPOSAL  
(Submit With Proposal)**

Itemize all costs that will be incurred by County for the provision of the security screening services set forth in RFP No. SHF-2019-01A. Include all required services, manuals, documentation, training-related expenses and materials. Costs for the entire project shall be summarized on this form. A narrative may be attached to clarify any pricing data submitted.

Security Services Hourly Rate \$ \_\_\_\_\_

Security Services Overtime Rate \$ \_\_\_\_\_

Other Required Costs and Expenses Related to Security Services \$ \_\_\_\_\_

Staffing Model (Total # of employees and hours)

**Total Costs based on proposed staffing model** \$ \_\_\_\_\_

**REQUEST FOR PROPOSALS – NO. SHF-2019-01A  
PROVISION OF SECURITY SCREENING SERVICES**

**ATTACHMENT C – REFERENCE DATA SHEET  
(Submit With Proposal)**

<b>REFERENCE DATA SHEET</b>	
<p>Provide a minimum of three (3) references with name, address, contact person, and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.</p>	
<b>NAME OF AGENCY:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP:</b>	
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>PHONE #:</b>	<b>FAX #:</b>
<b>Department Name:</b>	
<b>Approximate County (Agency) Population:</b>	
<b>Number of Departments:</b>	
<b>General Description of Scope of Work:</b>	
<b>NAME OF AGENCY:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP:</b>	
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>PHONE #:</b>	<b>FAX #:</b>
<b>Department Name:</b>	
<b>Approximate County (Agency) Population:</b>	
<b>Number of Departments:</b>	
<b>General Description of Scope of Work:</b>	
<b>Applicant Tracking System Implementation Date:</b>	

<b>NAME OF AGENCY:</b>		
<b>STREET ADDRESS:</b>		
<b>CITY, STATE, ZIP:</b>		
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>
<b>PHONE #:</b>		<b>FAX #:</b>
<b>Department Name:</b>		
<b>Approximate County (Agency) Population:</b>		
<b>Number of Departments:</b>		
<b>General Description of Scope of Work:</b>		



**REQUEST FOR PROPOSALS – NO. SHF-2019-01A  
PROVISION OF SECURITY SCREENING SERVICES  
ATTACHMENT D**

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
\_\_\_\_\_[NAME OF CONTRACTOR]\_\_\_\_\_  
FOR FISCAL YEARS [20\_\_-20\_\_] THROUGH [20\_\_-20\_\_]**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and \_\_\_\_\_[Name of Contractor]\_\_\_\_\_, a \_\_\_\_\_[Name of State]\_\_\_\_\_ [type of business]\_\_\_\_\_, hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its \_\_\_\_\_[Name of Department]\_\_\_\_\_ – \_\_\_\_\_[Name of Division]\_\_\_\_\_, desires to retain the services of a qualified professional to \_\_\_\_\_[general description of the purpose of this Agreement]\_\_\_\_\_; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced and qualified to perform the special services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the \_\_\_\_\_[Title of Department Head or Division Director]\_\_\_\_\_ or designee thereof, hereinafter referred to as \_\_\_\_\_[“Short Title for Department Head or Division Director”]\_\_\_\_\_.

2. TERM:

This Agreement shall begin on [\_\_\_\_\_ \_\_, 20\_\_] and shall remain in full force and effect until [\_\_\_\_\_ \_\_, 20\_\_], unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [\_\_\_\_\_] Dollars (\$\_\_\_\_.\_\_\_\_). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, \_\_\_\_ [Short title of Department Head or Division Director] \_\_\_\_ and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY:            [Name of Department] – [Name of Division]  
                           Attention: [Name of Contact Person]  
                           [Street Address]  
                           [City, State Zip Code]

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: [Name of Department] – [Name of Division]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

CONTRACTOR: [Name of Contractor]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is

nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

**12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:**

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

**13. DRUG-FREE WORKPLACE CERTIFICATION:**

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

***Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.***

B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:

1. The dangers of drug abuse in the workplace;
2. CONTRACTOR's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation and employee assistance programs; and
4. Penalties that may be imposed upon employees for drug abuse violations.

C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and

2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.

D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2.

2. As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of services for COUNTY. If that changes, CONTRACTOR will take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One

Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to

CONTRACTOR's insurance and will not be used to contribute therewith.

5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

CONTRACTOR: [Name of Contractor]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.



18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

26. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to \_\_\_\_ [Short title of Department Head or Division Director] \_\_\_\_.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court

costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section [\_\_] – Compensation Upon Termination, Section [\_\_] – Record Retention and Inspection, Section [\_\_] – Confidential Information and Section [\_\_] – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that

the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**[CONTRACTOR’S NAME]:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

[Name of Purchasing Agent]  
Humboldt County Purchasing Agent

**OR**

By: \_\_\_\_\_ Date: \_\_\_\_\_

[Name of Board Chair]  
Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Risk Management

**LIST OF EXHIBITS:**

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates

**EXHIBIT A**  
**SCOPE OF SERVICES**  
[Contractor's Name]  
[Agreement Term]

[Brief description of the purpose of the services to be provided] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. SERVICES:

[List and describe the services to be performed under the Agreement]

2. SCHEDULE:

[List and describe project milestones/timeline for performance]

3. DELIVERABLES:

[List and describe deliverables]

4. ACCEPTANCE CRITERIA:

[List and describe the criteria and standards to be achieved for each deliverable]

5. REPORTING REQUIREMENTS:

[List and describe reporting requirements, as applicable]

6. PLACE OF PERFORMANCE:

[List and describe place of performance]

7. COUNTY RESPONSIBILITIES:

[List and describe County responsibilities, as applicable]

**EXHIBIT B**  
**SCHEDULE OF RATES**  
[Contractor's Name]  
[Agreement Term]

[Brief description of the compensation to be provided to  
CONTRACTOR]\_\_\_\_\_

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1. RATE OF COMPENSATION:

[List and describe each specific rate to be charged CONTRACTOR under the Agreement]

2. EXPENSES:

[List and describe expenses to be reimbursed by COUNTY under the Agreement, as applicable]