



COUNTY OF HUMBOLDT

REQUEST FOR PROPOSAL

18-200-SHRF

**Multi-Agency Consolidated
Emergency Communication / Emergency Operations
Feasibility Study**

Release Date: May 15, 2018

Due Date: June 15, 2018

For information:

William F. Honsal
Sheriff
826 4th Street
Eureka, CA 95501

Phone: (707) 268-3618

CONTENTS

Cover Page 3

Title Page and Schedule 4

Schedule of Events 4

RFP Signature Affidavit... 5

 1.0 Definitions 6

 2.0 Introduction 6

 3.0 Preliminary Scope of Work 7

 4.0 Submission 9

 5.0 Feasibility Study Requirements 10

 6.0 Public Records and Trade Secrets 16

 7.0 Exceptions to Specifications 16

 8.0 Expenses Incurred in Proposal Preparation 16

 9.0 Proposer Investigations 16

 10.0 Qualifications of Proposers 17

 11.0 Proposal Withdrawal 18

 12.0 Applicable Law 18

 13.0 Evaluation Criteria 18

 14.0 Selection Criteria 19

 15.0 Conflict of Interest 19

 16.0 Contract Terms and Conditions 19

 17.0 Period of Award 20

 18.0 Insurance Requirements 20

 19.0 Ownership and Control 21

 20.0 Assignment 21

 21.0 Reservation of Rights 21


 22.0 Negotiations 21

 23.0 Inquiry 22

Attachments Exhibit A 23

 Exhibit B 40

COVER PAGE

	Request for Proposal (RFP) Cover Page County of Humboldt Sheriff's Office County of Humboldt of Humboldt, Eureka CA	
County Agency	Sheriff's Office	
RFP Number	18-200-SHRF	
RFP Title	Multi-Agency Consolidated Emergency Communication / Emergency Operations Feasibility Study	
Purpose	The purpose of this document is to provide interested parties with information to enable the preparation and submittal of a proposal to determine the feasibility of establishing a multi-agency consolidated Emergency Communication (Dispatch) / Emergency Operations (EOC) center.	
Deadline for RFP Submission	Deadline for Proposals to be received: June 15, 2018 5:00 P.M. Pacific Standard Time LATE, FAXED OR UNSIGNED PROPOSALS WILL BE REJECTED	
Submit RFP to this Address	County of Humboldt Sheriff's Office 836 4 TH Street Eureka CA 295501	
Special Instructions	<input type="checkbox"/> Label lower left corner of sealed submittal package with the RFP number 18-200-SHRF	
	<input type="checkbox"/> Submit one original with four additional copies of proposal with required forms	
Direct All Inquiries To	Name	William F. Honsal
	Title	Sheriff
	Phone Number	(707) 268-3618
	Fax Number	(707) 445-7298
	Email	whonsal@co.humboldt.ca.us
County Website	Website	Humboldtgov.org
Date RFP Issued	May 15, 2018	

TITLE PAGE AND SCHEDULE

County of Humboldt Request for Proposal	Multi-Agency Consolidated Emergency Communication / Emergency Operations Feasibility Study
Request for Proposal Number	18-200-SHRF
<p>The County of Humboldt (County) is requesting proposals for a multi-agency feasibility study for a consolidated Emergency Communication (Dispatch) / Emergency Operations (EOC) center, according to the specifications set forth in this Request for Proposal (RFP).</p> <p>SCHEDULE OF EVENTS</p> <p>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.</p>	
EVENT	DATE
Release of Request for Proposal	May 15, 2018
Deadline for submission of questions Email: whonsal@co.humboldt.ca.us	May 22, 2018
Response to questions and any addendum will be posted to County website by 5:00 P.M.	May 25, 2018
Deadline for proposals to be received	5:00 P.M. Pacific Standard Time June 15, 2018
RFP evaluation process	June 20, 2018 – June 22, 2018
Recommendation of award to County Board of Supervisors	July 10, 2018
Contract finalization	July 25, 2018
New contract start date	August 1, 2018

RFP SIGNATURE AFFIDAVIT

Humboldt County RFP # 18-200-SHRF RFP Signature Affidavit	
Name of Firm	
Street Address	
City, State, Zip	
Contact Person	
Telephone Number	
Fax Number	
Email	

All proposals and materials submitted become the property of the County and are subject to disclosure under the Public Records Act (Government Code § 6250 *et seq.*). This Request for Proposal and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to applicable state laws and regulations.

Government Code Sections 6250 *et seq.*, the “Public Records Act”, defines a public record as any writing containing information relating to the conduct of public business.

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 firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request for Proposal and declare that the proposal and pricing are in conformity therewith.

Signature

Date

Name (type or print)

Title

This firm hereby acknowledges receipt / review of the following addendum(s) (if any).

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

SECTION 1.0 DEFINITIONS

- Addendum – An amendment or modification to the Request for Proposal
- County – County of Humboldt
- Proposal – An offer submitted in accordance with this Request for Proposal to provide a service for a specified sum of money
- Proposer – Any individual or business responding to this Request for Proposal
- RFP – Request for Proposal

SECTION 2.0 INTRODUCTION

2.1 Statement of Purpose

The County of Humboldt is located in far northern California along the Pacific Coast. The County was incorporated in 1853. There are currently 134,493 citizens living in the 3,573 square miles of the County, with an annual County budget of \$374,403,696.

The County of Humboldt (County) is issuing this Request for Proposal (RFP) to firms or individuals interested in providing expertise and assistance in conducting a study on a consolidated County Emergency Communication Center (Dispatch) and Emergency Operations Center (EOC). The study will identify:

- a. Optimal organizational and governance structures for Dispatch and EOC;
- b. Existing and future funding sources for development;
- c. Services available and gaps in current or future service needs and opportunities for growth;
- d. Best management and business practices that may be applied to the County emergency systems to maximize operations and efficiency.

2.2 Background

The County of Humboldt is issuing this RFP to seek proposals from a firm or team to conduct and prepare a multi-agency Emergency Communication / Emergency Operations Consolidation Feasibility Study in accordance with the requirements set forth in Sections 5.0 of this RFP.

For the purpose of this study, Dispatch includes the publicly owned and operated facilities commonly referred to as “Dispatch Centers,” “E911 Centers,” or “Emergency Communications Centers.” EOC refers to the County’s disaster response emergency operations center. This RFP is managed by the Humboldt County Sheriff, in coordination with participating public safety agencies within Humboldt County.

Currently there are four dispatch centers in Humboldt County. These four dispatch centers are operated by three police departments and the County Sheriff’s Office. They provide dispatch services to six police departments, the County Sheriff’s department, nine fire departments and one animal control department. Each dispatch center coordinates Emergency Medical Services (EMS) for their respective areas of service.

The future of Humboldt County Emergency Communication Center (HCECC) is to coordinate and support shared information and communications technologies to:

- Enhance the safety of law enforcement, fire, rescue, emergency medical, and emergency management personnel and the citizens they serve;
- Expand cost effective benefits to its members and other agencies;
- Create and maintain a plan for the expanding needs of the public safety agencies in the region that fosters partnerships with surrounding entities;
- Facilitate the expansion of HCECC public safety dispatch services to other community and private sector entities.

The current systems provided by the multiple public safety agencies vary and include computer-aided dispatch (CAD) systems, automatic vehicle location services, reporting tools, connection to mobile data computers installed in law enforcement vehicles, query tools to retrieve data on criminals from state and national databases and local records management systems. One of the goals of the potential consolidation is to standardize equipment and procedures and to bring all first responders into a common public safety radio and data communication system.

SECTION 3.0 PRELIMINARY SCOPE OF WORK

This section identifies the essential scope elements to be included in the proposal. The response to this RFP will clearly describe the consultant's approach in conducting this study, which will include a detailed Scope of Services, Itemized Cost Breakdown or Fixed price, and project schedule. It is important that each task below is cost or priced separately. The consultant may submit a proposal for less than the entire scope of work (items 3.1 through 3.6 below) or may team up with other organizations as part of their proposal. If the proposal is for less than the entire scope of work, the consultant should explain why some items are left out. The County reserves the right to put a team of consultants together so that the entire scope of work will be covered.

Proposals will be prepared in accordance with Proposal Response Format, Section 3. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

3.1 Consultant

The consultant must be independent and not engaged in or associated with the business of construction, selling, servicing, or renting CAD hardware or voice or data radio communications equipment. Consultants must clearly certify the independence of the Consultant as part of the proposal response. Proposals without this certification shall be considered non-responsive and will be rejected.

3.2 Proposal Content Requirements

All proposals must include all information requested in the same order as set forth below. All exhibits that are required to be completed and submitted are attached to this RFP. Exhibits and additional required documents to be attached to the proposal must be attached to the proposal under Attachments.

- a. Executive Summary
- b. Company Background
- c. Responses to Mandatory Requirements
- d. Implementation Plan
- e. Client References
- f. Cost Quotations
- g. Attachments

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

3.3 Executive Summary

This part of the response to the RFP should be limited to a brief narrative highlighting the consultant's proposal. The summary should contain as little technical jargon as possible, and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

3.4 Company Background

Vendors must provide the following information about their company so that the County of Humboldt can evaluate the consultant's stability and ability to support the commitments set forth in the response to the RFP. The County of Humboldt, at its option, may require a consultant to provide additional documentation to support and/or clarify requested information.

The consultant shall outline the company's background including:

- a. How long the company has been in business
- b. A brief description of the company
- c. Company size and organization
- d. The most recent audited financial statement

3.5 Responses to Mandatory Requirements

No interpretation made to any respondent as to the meaning of the RFP will be binding on the County of Humboldt unless repeated in writing and distributed as an addendum to the RFP by the County of Humboldt. Interpretations and/or clarifications may be requested in writing from the County of Humboldt, to the attention of:

William F. Honsal
Sheriff
County of Humboldt
839 Fourth St.
Eureka, CA 95501

All such written requests will specify the Section(s), Subsections(s), Paragraph(s), and page number(s) to which the request refers. Deadline for these requests is **May 22, 2018**.

3.6 Narrative Report

Based on the analysis associated with items 3.1 through 3.5, prepare a final report that summarizes the existing conditions and identifies gaps that should be addressed, and make specific recommendations for improving the governance and sustainability of the county-wide emergency communication center.

It is anticipated that the report will be vetted through three iterations: an administrative draft submitted upon completion of the technical work, a draft that is submitted to a larger group of stakeholders beyond the stakeholder committee, and a final version that incorporates comments received. At a minimum, the report will specifically include the following sections:

- a. Purpose and background
- b. Current dispatch operations
- c. Governance Structure:
 1. Detailed descriptions of each of the structures including sample organization charts, operations, staff levels, and decision-making approval processes;
 2. Recommendations for options for future organizational and governance structures for the County of Humboldt joint communication center;
 3. Detailed descriptions of the steps needed to implement the structure(s);
 4. Detailed description of the estimated cost to implement structure(s);
 5. Detailed descriptions of the pros and cons of implementing the structure(s);
 6. Description of the methodology used to formulate the recommendations, including the criteria used by the Proposer to select comparables and governance structures for the study. Please include a clear description of how the organizations and recommendations presented in the final report were selected.

The proposer shall prepare a draft final report and review project findings and proposed recommendations with the Sheriff and participating stakeholders prior to finalizing the report. The report shall be in writing and include the results of the organizational analysis and proposed recommendations. Proposer shall finalize 10 copies of the final report and provide it to the County by June 30, 2019, or such later date as designated in writing by the Sheriff. The final report shall also be submitted electronically in a searchable format, such as Word or Adobe Reader.

SECTION 4.0 SUBMISSION

4.0 Submission

All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked RFP #18-200-SHRF.

One (1) original and four (4) additional copies shall be submitted and received by **June 15, 2018 5:00 P.M.** Pacific Daylight Time. Late, faxed, email or unsigned proposals will be rejected.

DELIVER OR MAIL PROPOSALS TO: Humboldt County Sheriff's Office
Humboldt County Courthouse
826 4th Street
Eureka, CA 95501
RFP# 18-200-SHRF

1.1 Submission Requirements

- a. All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain the Signature RFP #18-200-SHRF Affidavit (page 5) which certifies Proposer's intent to adhere to the requirements specified.
- b. The Signature Affidavit page of a responsive proposal must be signed appropriately complete with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.
- c. The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a proposal.
- d. Any Proposer who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that the modified proposal is resubmitted before the deadline of June 15, 2018. Proposals cannot be changed or modified after the date and time designated for receipt.
- e. Proposals must be typed uniformly on letter size (8 1/2" X 11") white paper, single sided or double sided, each section clearly titled and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be complete and specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit Sheet (page 5).
- f. Proposals must be received by **June 15, 2018, 5:00 P.M.** (Pacific Daylight Time). Late, faxed, emailed or unsigned proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office other than the County Sheriff's Office will be rejected.
- g. The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are not required or recommended.

SECTION 5.0 FEASIBILITY STUDY REQUIREMENTS

The Feasibility Study shall include, at a minimum, the following elements:

5.1 Benchmarking of current conditions.

- a) Current organizational structures and governance
- b) Staffing levels
- c) Compensation
- d) 911 and administrative call volumes
- e) Call processing statistics
- f) Training and QA (Quality Assurance) practices
- g) Budget overviews
- h) Technology in use
- i) Facilities
- j) Stakeholder perspectives
- k) Non-dispatch tasks performed by employees

5.2 Political Feasibility

- a. Stakeholders, both individuals and groups, shall be surveyed and interviewed to determine if consolidation efforts are likely to be successful.

5.3 Technological Feasibility

Examine and identify any technological roadblocks to consolidation. This shall include, at a minimum:

- a. CAD (computer assisted dispatch)
- b. RMS (records management system)
- c. Voice and data radio
- d. 911 answering equipment (including new generation E911)
- e. Logging recorders
- f. Technological connectivity of the telephone network
- g. Voice and data radio infrastructure
- h. Connections to local, state, and federal computer systems and crime information databases

- i. Integration of legacy public safety radio systems
- j. Survivability
- k. Security
- l. Interoperability
- m. Flexibility

5.4 Facility Options

- a. Identify facility options to meet current operational needs, as well as future operational needs based on local growth predictions;
- b. Provide an estimated cost for renovation of an existing facility and compare to the cost of constructing a new facility. This cost estimate is for preliminary planning purposes only, it is understood that an in-depth analysis will require an architect and/or engineer independent from this study;
- c. Identify backup and redundant facilities and equipment available in the event of a primary facility failure;
- d. Identify space for emergency operations center and training. Reference Federal Emergency Management Administration (FEMA) guidelines at the link below for details: <https://www.fema.gov/emergency-operations-center-assessment-checklist>

5.5 Projected Call Volume/Workload

Project the workload for the consolidated emergency communication center for the purpose of establishing initial staffing levels, including:

- a. Processing incoming 911 calls;
- b. Incoming and outgoing administrative calls;
- c. Events dispatched to participating agencies. Projections shall be made for five and ten-year post-consolidation;
- d. Projected volume of police/fire/EMS radio traffic

Projections shall consider population trends and other known factors that affect 911 call volumes as well as public safety radio traffic.

5.6 Projected Staffing Levels

Using industry standards, estimate the number and type of staff that will be required to operate

the consolidated emergency communications center. This should consider factors that impact staffing such as call for service volume and shift relief in a twenty-four hour/seven day per week dispatch center environment.

5.7 Projected Cost Estimates

Cost estimates shall include:

- a. Personnel costs (salary and benefits)
- b. A comparison of current and post-consolidation personnel costs
- c. Technological costs, to include CAD, RMS, 911 answering equipment, radio consoles, and cost associated with procurement and maintenance of required systems. Wherever practical, the use of existing equipment shall be considered
- d. A comparison of current and post-consolidation maintenance costs
- e. Facility construction costs, to include capital costs associated with new facilities
- f. Identification of one-time project costs
- g. Human Capital Management Costs (training, selection, payroll, etc.)
 - i. Risk Financing & Risk Control (workers compensation, error & omissions, general liability, etc.)
 - ii. Ten-year projections of operations costs that will identify what cost savings are achievable

5.8 Non-Dispatch Tasks

Identify any non-dispatch tasks that are currently performed that cannot or should not be performed post-consolidation. Consider:

- a. Walk-in complaints
- b. Jail duties
- c. Releasing impounded animals or vehicles
- d. Management of key holder or contact files
- e. Entering records, tickets, permits, or local government licenses
- b. Functioning as a switchboard or receptionist for other government operations

5.9 Consolidation Models

Discuss the various consolidation models (full, partial, co-location, and hybrid) and make a recommendation based on the findings of the study and the history of others.

5.10 Governance Options

Identify a recommended and alternate governance structure(s).

5.11 Funding Mechanisms

Identify various funding mechanisms to support the consolidated communications / emergency operations center. The funding mechanisms that are identified must be allowable under current California laws and rules. Identification of public/private grant funds available for any aspect of this project should be included.

5.12 Organizational Structure

Recommend a new organizational structure for the consolidated emergency communication center. Include:

- a. Administrative
- b. Management
- c. Supervisory
- d. Technical support
- e. Quality assurance
- f. Training
- g. Clerical/secretarial needs
- h. Facility support needs
- i. Contractual Obligations/Risk Mitigation (joint employment issues)

5.13 Human Resources

Identify and include recommendations on:

- a. Pay scale disparities
- b. Employee benefits packages
- c. Paid time off disparities

- d. Seniority issues
- e. Job titles and job descriptions
- f. Retirement packages
- g. Union contracts
- h. Automatic employment or re-hire of existing employees

5.14 Stakeholder Involvement

Stakeholders, both individuals and groups, shall be surveyed and interviewed to determine if consolidation efforts are likely to be successful. This study will require on-site agency visits in addition to agency interviews. These visits must include, but are not limited to, the following locations:

Humboldt County Sheriff's Office
826 4th Street
Eureka CA 95501

City of Arcata Police Department
736 F Street
Arcata CA 95521

City of Eureka Police Department
604 C Street
Eureka CA 95501

City of Fortuna Police Department
621 11th Street
Fortuna CA 95540

5.15 Status Reports

The successful bidder shall provide a minimum of two (2) written and two (2) oral status reports. The reports will provide Humboldt County Sheriff the current status of the consolidation feasibility study.

- a. The first status report shall be provided within thirty (30) day after the contract is executed.
- b. Subsequent reports shall be provided every thirty (30) days thereafter.

5.16 Final Report

The successful bidder shall present a final report in two forms, a formal written report and an oral presentation. Ten (10) exact copies of the formal written report and one (1) digital exact copy shall be submitted. The written report shall include, but is not limited to the following:

- a. Executive Summary.

- b. Commentary on the present system.
- c. Recommendation on how Humboldt County should proceed with any consolidation efforts, with consideration given to all of the elements contained in Section 5.0, Feasibility Study Requirements.
- d. The oral presentation shall include visuals and must be a synopsis of the formal written report. Humboldt County may require the oral presentation be provided on at least four separate occasions during a two-day period, including daytime and evening presentations.

5.17 Labor and Materials

Unless otherwise provided in this RFP, the consultant shall provide and pay for all facilities, products, labor, materials, tools, delivery, transportation, food, lodging, and other services necessary to perform the work required under any contract executed pursuant to this RFP. Humboldt County will not accept any charges from the selected consultant toward the provisions of these services.

SECTION 6.0 PUBLIC RECORDS AND TRADE SECRETS

All proposals and materials submitted become the property of the County and are subject to disclosure under the Public Records Act (Government Code § 6250 *et seq.*). This Request for Proposal and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to applicable state laws and regulations. Any page 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. Proprietary information will not be released, if Proposer agrees to indemnify, defend, and hold harmless the County in any action brought to compel disclosure of such information. The Proposer, by submitting proprietary information, agrees that the County's failure to contact the Proposer prior to the release of such information will not be a basis for liability by County or any County employee.

SECTION 7.0 EXCEPTIONS TO SPECIFICATIONS

Proposers taking exception to any part or section of these specifications shall indicate such exceptions in the proposal. Failures to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the specifications as written, however, conditional or qualified proposals are subject to rejection in whole or in part.

SECTION 8.0 EXPENSES INCURRED IN PROPOSAL PREPARATION

The County accepts no responsibility for any expense incurred by Proposer in the preparation and presentation of a proposal, such expenses to be borne exclusively by the Proposer.

SECTION 9.0 PROPOSER INVESTIGATIONS

Before submitting a proposal, each proposer shall make all investigations and examinations

necessary to ascertain the full performance of the contract and to verify any representations made by the County that the proposer will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful proposer from its obligation to comply with every detail of all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the proposer.

SECTION 10.0 QUALIFICATIONS OF PROPOSERS

Each proposer, as part of its proposal, shall submit evidence that it has the necessary facilities, ability and financial resources to furnish the services specified herein in a satisfactory manner.

The Proposer shall also submit a written history, with references which will enable the County to be satisfied as to the Proposer's qualifications. Proposer shall list any and all contracts that Proposer failed to complete and the reason therefore. Proposer shall submit written permission for the County to contact any and all references and clients should the County request. Failure to qualify according to the foregoing requirements will justify proposal rejection by the County. Firms responding shall submit four (4) copies of the information that shall include the items listed below:

10.1 Company Organization

Include company organization structure, company history and background, size of company and related projects. Indicate who in the firm performed these related projects and list the locations and owner's representative where the work took place.

10.2 Description of Proposer Team

Description of Proposer team including names, classification and qualifications of key personnel and an organization chart showing how the team will work together. Include outside Proposers necessary to complete all the tasks associated with this RFP. Summarize the areas of expertise of key personnel.

10.3 Client References

Responders must provide at least three client references for projects similar in size and complexity of the County of Humboldt emergency communication center. References should be specific to individual team members.

1. Contact
2. Title
3. Address
4. Telephone

10.4 Project Completion

Discuss your approach to completing projects and describe your ability to meet schedules and to complete projects within budget.

10.5 Cost Proposal

Provide a detailed cost proposal and basic assumptions used in developing those costs.

10.6 Additional Information

Include any other information useful in making this Proposer selection.

10.7 Statement of Required Insurance Coverage

Statement of required insurance coverage will be obtained by the Proposer.

- a. Endorsements to the general liability policy naming the County of Humboldt, and their employees, officers, agents and volunteers of each as additional insured parties;
- b. The dates of inception and expiration of coverage shall be specified; minimum liability coverage of not less than \$2,000,000 per occurrence for bodily injury and property damage liability consolidated, with a general aggregate of at least twice the per occurrence amount.

SECTION 11.0 PROPOSAL WITHDRAWAL

No proposal can be withdrawn after it is filed unless the vendor makes a request in writing to the County prior to the time set for the opening of proposals or unless the County fails to accept a proposal within ninety (90) days after the date fixed for opening proposals.

SECTION 12.0 APPLICABLE LAW

The solicitation and any contract resulting from this solicitation shall be governed in all respects by the laws of the State of California and any litigation with respect thereto shall be brought in the courts of this State in the County of Humboldt. The successful Proposer shall comply with all applicable federal, state, and local laws and regulations.

SECTION 13.0 EVALUATION CRITERIA

An evaluation team comprised of County staff will review all proposals meeting the criteria of this solicitation. Criteria utilized in assessing the proposals received shall include, but not be limited to the following:

13.1 Completeness

Failure to provide information as required by the RFP will be noted and may result in the rejection of the proposal. However, non-material deviations may be waived if considered in the best interest of the County.

13.2 Contractor Qualifications

The ability of the Proposer to successfully complete the contract as required. Consideration for acceptance will be given to the following factors:

- a. **Experience.** Preference will be given to proposers with appropriate and adequate experience. 30%
- b. **Organizational Strengths:** Preference will be given to proposers capable of complying with every aspect of the Scope of Services. 20%
- c. **Ability to manage the proposed program.** Preference will be given to proposers currently providing similar services. 20%
- d. **Price.** 30%

As reflected above, the contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the County. After evaluating the proposals and discussing them further with the finalists or the tentatively selected consultant, the County reserves the right to further negotiate the proposed work and/or method and amount of compensation.

SECTION 14.0 SELECTION PROCESS

Following the evaluation of the submitted proposals a recommendation will be made to the stakeholders. County staff will notify each proposer of the acceptance or rejection of their proposal. Selection of proposer and final contract will be subject to approval by the Board of Supervisors.

Conflict resolution shall be handled by County staff upon receiving a written statement from the proposer about the procurement process. The County reserves the right to award a contract or contracts to Proposer that presents a proposal which, in the sole judgment of the County, serves the best interest of the County. The County reserves the right to reject any and all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Proposer.

SECTION 15.0 CONFLICT OF INTEREST

Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract without immediate divulgence of such fact to the County.

SECTION 16.0 CONTRACT TERMS AND CONDITIONS

If a proposal is accepted, the successful Proposer will be required to sign a contract. A sample Services Agreement setting forth the general terms and conditions is attached (Attachment A). Any executed contract will be substantially similar.

At a minimum, the County will require the following to be included in any contract.

16.1 Non-Discrimination Clause Professional Services and Employment

In connection with the execution of this Agreement, Contractor shall not 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 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, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.

16.2 Compliance with Anti-Discrimination Laws

Contractor further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

16.3 Hold Harmless/ Indemnification Agreement

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 fees and other costs of litigation, arising out of, or in connection with, Contractor's performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

16.4 Nuclear Free Clause

Contractor certifies by its signature on this contract that Contractor is not a Nuclear Weapons Contractor, in that the 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 becomes a Nuclear Weapons Contractor.

SECTION 17.0 PERIOD OF AWARD

The expected period of award is for one year.

SECTION 18.0 INSURANCE REQUIREMENTS

Contractor, at their own expense, and for the life of the contract, agrees to obtain and maintain policies of insurance for:

1. Comprehensive General Liability Insurance (broad form endorsement), including public liability, premises operation, contractual liability, and fire legal liability, with minimum limit of \$2,000,000 combined single limit (CSL) covering all bodily injury and Records Management damage, including any legal fees arising out of its operation under this agreement; and
2. Comprehensive Automobile Liability Insurance for all owned, non-owned, hired vehicles covering all bodily injury and Records Management damage incurred during performance of this Agreement with minimum coverage of \$2,000,000 per accident combined single limit (CSL); and
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 \$1,000,000 per accident for bodily injury or disease. Contractor will file certificates of insurance or other sufficient proof that the insurances are in effect with the Clerk of the Humboldt County Board of Supervisors.

SECTION 19.0 OWNERSHIP AND CONTROL

The successful Proposer will be required to provide information on its ownership and control as provided in 42 Code of Federal Regulations sections 455.101 and 455.104. All copies and contents thereof of any proposal, attachment, and explanation thereto submitted in response to the RFP, except copyrighted material, will become the property of the County of Humboldt. All copyrighted material must be clearly marked.

SECTION 20.0 ASSIGNMENT

Any contract resulting from this proposal and any amendments thereto shall not be assignable by the successful Proposer.

SECTION 21.0 RESERVATION OF RIGHTS

Humboldt County reserves the right to:

- a. Cancel this RFP
- b. Amend this RFP
- c. Extend the deadline for submitting proposals
- d. Waive minor irregularities or failures to conform to the RFP

SECTION 22.0 NEGOTIATIONS

The County reserves the right to negotiate prior to contract execution with any Proposer. Items that may be negotiable include, but are not limited to, types and scope of services and activities, administration and program structure, and performance criteria. Negotiable items must be consistent with the original proposal submitted, including proposed costs.

SECTION 23.0 INQUIRY

Direct all questions regarding RFP #18-200-SHRF to:

William F. Honsal
Sheriff
826 4th Street
Eureka, CA 95501

All questions must be in written form. All questions and responses will be publicly posted. Questions must be received by **May 22, 2018**. The written questions and written responses will be posted by **May 25, 2018** on the County website.

EXHIBIT A

**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 upon execution by both parties and shall remain in full force and effect until [_____ __, 20__], unless sooner terminated as provided herein.

OR

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 ____ [annual/semi-annual/quarterly/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:

- A. 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.
- (i) 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:
 - (ii) 1. The dangers of drug abuse in the workplace;
 - (iii) 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - (iv) 3. Any available counseling, rehabilitation and employee assistance programs; and
 - (v) 4. Penalties that may be imposed upon employees for drug abuse violations.
- (vi) 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:
 - (vii) 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.

(viii)

- (ix) 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. 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).

OR

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.

OR

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.

If CONTRACTOR has no employees, CONTRACTOR may sign the following certification in lieu of Workers’ Compensation Insurance:

“I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this Agreement.”

CONTRACTOR: _____

[Name of Signatory]
[Title of Signatory]

Date

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] _____

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]