

# REQUEST FOR PROPOSAL RFP NUMBER: 19-001-SHF

For the Provision of Security Camera System, Associated Services and Maintenance

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

# REQUEST FOR PROPOAL – NO. 19-001-SHF SECURITY CAMERA SYSTEM, ASSOCIATED SERVICES, AND MAINTENANCE

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# REQUEST FOR PROPOSAL – NO. 19-001-SHF SECURITY CAMERA SYSTEM, ASSOCIATED SERVICES AND MAINTENANCE

#### 1.0 <u>DEFINITIONS</u>

#### 1.1 Terms

- 1.1.1 <u>Addenda</u>. As used herein, the term "Addenda" refers to an amendment or modification to this Request for Qualifications.
- 1.1.2 <u>County</u>. As used herein, the term "County" refers to the Humboldt County Sheriff's Office, a political subdivision of the state of California.
- 1.1.3 <u>Low-lux</u>. Night-vision.
- 1.1.4 <u>Proposal</u>. As used herein, the term "Proposal" refers to the document or documents submitted by a Bidder in response to this Request for Proposal.
- 1.1.5 <u>Service Agreement</u>. As used herein the term "Service Agreement" refers to the contract between the County and the Successful Bidder regarding the provision of on-call Services.
- 1.1.6 <u>Successful Bidder</u>. As used herein, the term "Successful Bidder" refers to the individuals, agencies, firms or companies that the County chooses to enter into a final Service Agreement with after the review, evaluation, selection, contract negotiation and approval processes set forth in this Request for Proposal have been successfully completed.
- 1.1.7 <u>Vendor</u>. As used herein, the term "Vendor" refers to any individual, agency, firm or company awarded the bid to this Request for Proposal.

#### 1.2 Abbreviations

- 1.2.1 EMT. Electrical Metallic Tubing, a type of electrical conduit
- 1.2.2 **ISR**. Integrated Security Controls
- **1.2.3 IR**. Infrared
- 1.2.4 PoE. Power over Ethernet
- 1.2.5 PST. Pacific Standard Time
- 1.2.6 PTZ. Pan/Tilt/Zoom Cameras with the capability to pan, tilt, and zoom
- 1.2.7 <u>RFP</u>. Request for Proposal
- 1.2.8 <u>SLA</u>. Service Level Agreement is an agreement between the County and the Vendor to provide a service at a performance level that meets or exceeds the specified performance objective(s)

### 1.2.9 <u>SWAP</u>. Sheriff Work Alternative Program

#### 1.2.10 VPN. Virtual Private Network

# 2.0 <u>INTRODUCTION</u>

The Humboldt County Sheriff's Office ("Sheriff's Office") is issuing this Request for Proposal ("RFP") to solicit proposals from firms interested in participating in a project to update, maximize, implement, and maintain the security camera system, intercom system, data video recording, and integrated building control systems (cumulatively referred to as "Services") at the Humboldt County Correctional Facility.

### 3.0 PROJECT BACKGROUND AND DESCRIPTION

The Sheriff's Office's Custody Services Division is the largest division in the Sheriff's Office with 119 full-time employees, including 104 Correctional Officers. The Custody Services Bureau's primary function is the care and custody of sentenced and non-sentenced inmates incarcerated in the Humboldt County Correctional Facility (HCCF). Located in downtown Eureka adjacent to the County Courthouse, the HCCF spans approximately 155,000 square feet on 6 floors and has a board rated capacity of 417 beds. Male and female inmates are housed in segregated units. The capacity rating is set by the Board of State Community Corrections (BSCC) which biennially inspects the facility for compliance to standards.

The HCCF was designed and is operated as a Direct Supervision facility. The majority of the inmate population is classified and assigned to dormitory-style housing units. Those inmates who require separation or segregation are housed in single or double-celled housing unit. Correctional Officers are posted inside the housing units to supervise the inmates 24 hours per day, 7 days a week.

The Sheriff's Office wishes to upgrade the current security camera system at:

- HCCF by enhancing it with a state-of the-art digital Services
- Two (2) offsite Sheriff Work Alternative Program (SWAP) Yards with video and recording capabilities only

The intent is to expand, enhance, and maximize the current system using "industry standard" techniques and "off-the-shelf" components.

The expected goals of this system are:

- Improve video quality
- Add the ability to record and retrieve video, audio and still images from the system and cloud-based servers
- Record audio from specific camera locations
- Add the ability to store all data at a central location or cloud-based servers
- The system shall be expandable to meet changing needs of the HCCF

The Sheriff Office has designated Captain Duane Christian as the lead executive contact. Representatives of the Sheriff's Office have identified a minimum number of locations to be monitored at the facility, both interior and exterior. Most are located within the secure areas of the facility. Some of the locations are occupied constantly and some are occupied intermittently and/or infrequently. The Sheriff's Office representatives have identified a minimum number of locations for monitoring stations within the facility. These locations are listed in **Exhibit A** – **Inventory List** and will be included for discussion at the pre-proposal meeting and jobsite walk-through. The pre-proposal meeting and jobsite walk-through is a mandatory meeting for interested proposers.

The Successful Bidder must have the ability to provide trained and experienced staff as needed, to perform installation, project management, and maintenance services equivalent to those set forth in this RFP. The Sheriff's Office, subject to approval by the Board of Supervisors, intends to enter into a five (5)-year contract with the Successful Bidder, with an option to extend up to an additional two (2) one (1)-year term renewals.

#### 3.1 Project Description:

This project will be updating existing (analog and digital) security cameras, movement and surveillance cameras in and around the Humboldt County Jail. The current system is also integrated with the door control, intercom and movement systems, which provide camera views to the control room operator as door control buttons are activated. The replacement system will also provide this functionality. Currently there are approximately Thirty-Two (32) cameras in and around the Jail. The Sheriff's Office would like to upgrade and maximize the effectiveness and coverage of the current security camera system, providing ample coverage in areas with limited coverage. The location of each camera is provided in **Exhibit A – Inventory List**. Bidders will have the opportunity to do a site walkthrough.

The current Security Camera System shall be augmented by IP-type cameras with higher resolution, ability for infrared or "light-catcher" technology and a number of Pan/Tilt/Zoom (PTZ) cameras in specific locations. These cameras will be a variety of interior and exterior cameras. The majority of cameras in the facility will have access to existing conduit which currently encases a combination of coax and low voltage power cabling. The Sheriff's Office is seeking a vendor that will utilize existing conduit and install new conduit where necessary. The vendor selected will have to install the cameras in the designated locations, provide the necessary servers and software and terminals in the Control Rooms of the facility. The vendor shall provide touch screen control boards and Integrated Security Controls (ISC), to integrate the camera views into the touch screen control boards. In addition, the system shall be set up on a Virtual Private Network (VPN) for secure off-site administrative viewing.

The recording software provided with this system must have the ability to run efficiently and effectively in a virtualized environment. The recording system shall be capable of recording all video 24 hours a day, seven days a week from all cameras. The system will be able to accommodate the assignment of various recording schedules for any camera including set schedules, motion-sense recording, and manual instant start or stop recording.

This project will include replacing the current control panel with touch screen technology and equipment linking the control panel to the cameras, doors, intercoms, area lighting,

water controls and electrical outlets in the areas.

Additionally, the facility will be opening a new building that will be connected to the current building within the next 3 years. The new building will be part of this bid, and Bidders shall expand their Services proposals to install a maximum of 60 cameras, controls to all the doors, a control board, and connection to the Digital Recording system, in the new building.

#### 4.0 **SCOPE OF SERVICES**:

This section presents a scope of services to generally communicate the Sheriff's Office's expectations for the provision of Services by the Successful Bidder. All Bidders shall be strictly held to the requirements as indicated, set forth in this RFP. Such requirements will be incorporated into the final Service Agreement between the Sheriff's Office and the Successful Bidder. All plans and designs will be reviewed and approved by the Humboldt County Public Works Department.

# 4.1 Requirements and Specifications:

| No. | Requirement/Specification   | Comply | Don't  | Explain Non-Compliance |
|-----|---|--------|--------|------------------------|
| 1   | New cameras shall be IP-based with a minimum 1080P resolution (i.e. Axis M11 series) or IP 3 MP or better. Some cameras will need PTZ capability. All should accommodate excellent low-lux and IR exposure, capable of progressive scan, and lenses that accommodate the required coverage area as determined by the Sheriff's Office. These cameras will vary from wide/tele lens, infrared capabilities, outdoor rated, encased in tamper proof |        | Comply |                        |
|     | domes, some with PTZ capability, plus appropriate mounting hardware/brackets specific to the camera type/location being installed.  |        |        |                        |
| 2   | Encoding capability of H.265 or better.   |        |        |                        |
| 3   | Selected cameras will have the capability to be "pixelated" to provide privacy screening in toilet and shower areas on a portion of the view. This pixelated screen will be shown on both the live and recorded views, but be able to be overridden by selected users.  |        |        |                        |
| 4   | Provide and install necessary servers and software to allow retention of camera recording for all cameras for a two (2)-year duration. Six (6) months of video shall be retained at full resolution (100%). The   |        |        |                        |

|          | 1        | 1 | 1 | 1 |     |
|----------|--|---|---|---|-----|
|          | recordings shall be compressed and retained    |   |   |   |     |
| }        | for the remaining eighteen (18) months.        |   |   |   |     |
|          |  |   |   | İ |     |
|          |  |   |   |   |     |
|          |  |   |   |   |     |
| 5        | Recording system and cameras should            |   |   |   |     |
|          | accommodate variable frame rates on each       |   |   |   |     |
|          | camera as necessary and determined by jail     |   |   |   |     |
| Ì        | personnel (7.5 fps up to 30 fps).              |   |   |   |     |
| 6        | Provide necessary Type EMT conduit             |   |   |   |     |
| "        | · · · · · · · · · · · · · · · · · · ·          |   |   |   |     |
| 1        | where needed, complying with all local,        |   |   |   |     |
|          | state and federal regulations, California      |   |   |   |     |
|          | regulations Title 15 Division 1 and Title 24.  |   |   |   |     |
| 7        | Install necessary software and hardware for    |   |   |   |     |
|          | remote access via secure Virtual Private       |   |   |   | •   |
|          | Network approved by County IT.                 |   |   |   |     |
| 8        | Install a rack air conditioning unit on        |   |   |   |     |
|          | existing rack in Central Control; Humboldt     |   |   |   |     |
|          | County Sheriff will be responsible for         |   |   |   |     |
|          | exhaust of A/C.                                |   |   |   |     |
|          |  |   |   |   |     |
| 9        | Provide and install (quantity) 32" high        |   |   |   |     |
|          | definition monitors in (quantity) different    |   |   |   |     |
|          | locations within the Jail; Monitors shall      |   |   |   |     |
|          | each be attached by individually adjusting     |   |   |   |     |
| 1        | fully articulating monitor mounts              |   |   |   |     |
|          | (compatible with Winsted desk mounts) for      |   |   |   |     |
|          | viewing on existing desks in each location.    |   |   |   |     |
| 10       | Provide and install joystick controllers for   |   |   |   |     |
|          | PTZ cameras in: (Indicate where).              |   |   |   |     |
| 11       |  |   |   |   |     |
| 11       | Provide and install a locking wall mount       |   |   |   |     |
|          | rack for termination of cameras where          |   |   |   |     |
|          | needed.  |   |   |   |     |
| 12       | Provide and install (3) 48 port Gigabit        |   |   |   |     |
|          | Layer 3 network switches with 10GB             |   |   |   |     |
|          | transceivers.                                  |   |   |   |     |
| 13       | Provide and install 10 GB fiber installation   |   |   |   | *** |
|          | in all necessary locations, utilizing existing |   |   |   |     |
|          | conduit where applicable.                      |   |   |   |     |
| 14       | Provide and install all security fasteners and |   |   |   |     |
| 17       |  |   |   |   |     |
|          | compression connectors for all conduit. All    |   |   |   |     |
|          | security fasteners shall match what is         |   |   |   |     |
| <u> </u> | currently being used by the facility.          |   |   |   |     |
| 15       | All cables shall be supported, and all cables  |   |   |   |     |
|          | and electrical wires shall be installed by a   |   |   |   |     |
|          | licensed contractor.                           |   |   |   |     |
| 16       | Provide and install necessary                  |   |   |   |     |
|          | software/hardware for ability to view          |   |   |   |     |
|          | County Jail cameras by secure                  |   |   |   | İ   |
|          | administration rights.                         |   |   |   |     |
|          | waitititouwivii 11511W.                        |   |   |   |     |

|      | T   |      | T |   |
|------|---|------|---|---|
| 17   | Maintain all existing security equipment                                      |      |   |   |
|      | operational and functional from the time the                                  |      |   |   |
| ŀ    | contract is awarded, throughout the   |      |   | · |
|      | installation of upgrades for all hardware and                                 |      |   |   |
|      | software components associated with this                                      |      |   |   |
| 1    | RFP, including providing manufacture's  |      |   | * |
|      | latest version of software and/or firmware                                    |      |   |   |
|      | associated with this project.   |      |   |   |
| 18   | Remove and dispose of all equipment that                                      |      |   |   |
|      | are not and will not be used.   |      |   |   |
|      |   |      |   |   |
| 19   | Warranty on all equipment and systems for                                     |      |   |   |
|      | a period of two (2) years at no additional                                    |      |   |   |
|      | cost to the Sheriff's Office. The warranty                                    |      |   |   |
|      | shall cover all costs for WARRANTY  |      |   |   |
|      | SERVICES, including parts, labor, prompt                                      |      |   |   |
|      | field service, pick-up and transportation.                                    |      |   |   |
|      | Warranty begins when system   |      |   |   |
|      | commissioning is completed, punch list  |      |   |   |
|      | items resolved, and Sheriff's Office  |      |   |   |
|      | provides written acceptance of system.  |      |   |   |
|      | Warranty must be backed (in writing) by                                       |      |   |   |
|      | the manufacturer.   |      |   |   |
| 20   | Provide remote interface for  |      |   |   |
| 20   | troubleshooting and maintenance that the                                      |      |   |   |
|      | user will activate and de-activate to ensure                                  |      |   |   |
|      | that unauthorized remote access to the  |      |   |   |
|      |   |      |   |   |
| 21   | security control system does not occur.  Provide extended Maintenance Service |      |   |   |
| 21   | · · · · · · · · · · · · · · · · · · ·   |      |   |   |
|      | beyond the required 2-year warranty period                                    |      |   |   |
|      | on a time and material basis for each of the                                  |      |   |   |
|      | systems. Service Technician must respond                                      |      |   |   |
|      | within 4 hours 24/7 (weekends and holidays                                    |      |   |   |
|      | included). Refer to Attachment C –  |      |   |   |
|      | Maintenance and Service Level   |      |   |   |
|      | Agreement.  |      |   |   |
| 22   | Comply with Attachment C –  |      |   |   |
|      | Maintenance and Service Level   |      |   |   |
| - 22 | Agreement.  |      |   |   |
| 23   | Include enough camera licenses to   |      |   |   |
|      | accommodate camera inventory.   |      |   |   |
| 24   | All cameras will operate on Power over  |      |   |   |
|      | Ethernet (PoE).   |      |   |   |
| 25   | All cameras will be installed in a  |      |   |   |
|      | workmanlike and secure fashion and  |      |   |   |
|      | aimed/installed in accordance with the  |      |   |   |
|      | necessary field of view as described by the                                   |      |   |   |
|      | Sheriff's Office and in accordance with                                       |      |   |   |
|      | manufacturer's instructions.  |      |   |   |
|      |   | <br> |   |   |

| connections. Camera IP cabling should be robust enough for all necessary video bandwidth and rated for PoE (CAT-6B).  7 All cabling shall be labeled at both ends of the cable run using permanent/legible typed labels and created by a Bradly LS-200 label maker or equivalent system.  28 Labele each end of conduit and/or individual cable end in a clear manner by designating the location of the other conduit rend (i.e. room name, junction box number, etc.).  29 All wiring installed will be of continuous run - no splicing will be allowed.  30 No compression connectors (beanies) or wire nuts may be used.  31 No wiring will be exposed to unsecured access.  32 Awarded contractor will be responsible for removing cabling for old analog cameras and any other unused equipment related to the current camera recording system.  33 Wiring will be run in current cable trays and any other unused equipment related to the current camera recording system.  34 Wiring will be run in current cable trays and conduit will be installed.  35 All exposed EMT, accessible to inmates, shall be covered with a 1/8" mild steel flanged metal channel. The channel shall be drilled for mounting to walls and permanently mounted to the wall with tamper-resistant, hammer driven security anchors.  36 All screws used shall be security type 4 (four). Copies of the security head used will be provided to the owner upon conclusion of the project.  37 Conduit will be a minimum of ¼ inch sized (post ¼ filled standard) with 30% room for expansion.  38 All work used shall be reamed to eliminate sharp edges and terminate with metallic insulated grounded throat bushings. Cap each conduit with a mechanical-type seal for protection. Equip   |      |  |   | T |  |
|--|------|--|---|---|--|
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| of the project.  Conduit will be a minimum of ¾ inch sized (post ¾ filled standard) with 30% room for expansion.  Any new conduit shall be reamed to eliminate sharp edges and terminate with metallic insulated grounded throat bushings. Cap each conduit with a mechanical-type seal for protection. Equip  |      |  |   |   |  |
| Conduit will be a minimum of ¾ inch sized (post ¾ filled standard) with 30% room for expansion.  38 Any new conduit shall be reamed to eliminate sharp edges and terminate with metallic insulated grounded throat bushings. Cap each conduit with a mechanical-type seal for protection. Equip  |      |  |   |   |  |
| (post ¾ filled standard) with 30% room for expansion.  38 Any new conduit shall be reamed to eliminate sharp edges and terminate with metallic insulated grounded throat bushings. Cap each conduit with a mechanical-type seal for protection. Equip  | 27   |  |   |   |  |
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| eliminate sharp edges and terminate with metallic insulated grounded throat bushings. Cap each conduit with a mechanical-type seal for protection. Equip   |      | *  |   |   |  |
| metallic insulated grounded throat bushings. Cap each conduit with a mechanical-type seal for protection. Equip  | 38   | •  |   |   |  |
| bushings. Cap each conduit with a mechanical-type seal for protection. Equip   |      | 1  |   |   |  |
| mechanical-type seal for protection. Equip   |      | I  |   |   |  |
|  |      |  |   |   |  |
| all conduits with plastic or nylon pull string   |      | mechanical-type seal for protection. Equip     | į |   |  |
| The transfer of the property o |      | all conduits with plastic or nylon pull string |   |   |  |

| 48 | Provide Sheriff's Office with two sets of   |  |  |
|----|---|--|--|
|    | AutoCad printed (D50 size) drawings and     |  |  |
|    | two optical discs as backups containing the |  |  |
| İ  | AutoCad information in PDF format and       |  |  |
|    | DWG format.                                 |  |  |

# 4.2 **Project Implementation Management:**

- **4.2.1 Project Approach**. Bidder shall present an overview, which shall be a narrative description, of the Bidder's proposed plan for providing the Services to the Sheriff's Office. The Bidder shall provide in full detail, its understanding and response to the Scope of Work.
- 4.2.2 <u>Implementation Plan and Schedule</u>. Bidder shall provide a detailed Implementation Plan and Schedule. Time is of the essence in providing a fully functional Security Camera System and associated services, and the Bidder is required to provide a fully functional system tested and accepted by the Sheriff's Office. The Implementation Plan and Schedule will include the following:
  - 4.2.2.1 Summary of management/work plan for this Project
  - 4.2.2.2 Project Schedule with Project Milestone Dates
  - 4.2.2.3 User testing and acceptance provision for the Sheriff's Office
- **4.2.3 Project Team Organization Chart.** Bidder shall provide its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members. It must include:
  - 4.2.3.1 Organizational framework for the proposed Project Team, Company name and key staff name for each role identified in the chart.
  - 4.2.3.2 Bidder shall provide the names, years of service, qualifications, addresses and telephone numbers of each member of the Bidder's Project Implementation Team, including an Escalation Chart with complete contact information.
- 4.2.4 <u>Project Control Document (PCD)</u>. Upon effective date of Agreement, the Successful Bidder shall create, and deliver to the Sheriff's Office and the Sheriff's Office Designee, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD shall include the relevant elements of the following:
  - 4.2.4.1 Introduction
  - 4.2.4.2 Executive Summary
  - 4.2.4.3 Project Mission & Objectives
  - 4.2.4.4 Project Scope

- 4.2.4.5 Work Breakdown Structure
- 4.2.4.6 Master Project Schedule
- 4.2.4.7 Change Control Plan
- 4.2.4.8 Project Team
- 4.2.4.9 Risk Assessment & Management
- **4.2.5** <u>Integration of New Services</u>. The Bidder shall submit detailed plans for the provision of necessary hardware and software, and the integration of the new equipment, while minimizing the impacts to current operations.
- 4.2.6 <u>Updated System</u>. The updated system and services shall become fully operational upon the successful completion of all system integration testing and acceptance by the Sheriff's Office. Integration and acceptance test criteria are as follows: Services tested and verified as fully operational, without Deficiencies, and written acceptance by the Sheriff's Office Project Manager. All installation plans and schedules will be reviewed and approved by the Sheriff's Office Project Manager, in order to minimize impacts to normal operations.

### 5.0 **REQUIRED QUALIFICATIONS**:

#### 5.1 Eligibility Requirements:

- 5.1.1 <u>Required Qualifications</u>. In order to be considered for award of a Service Agreement pursuant to this RFP process, Bidders must possess, at a minimum, all of the following qualifications:
  - 5.1.1.1 Licensed to do business in the State of California or provide a commitment that it will become licensed in California within thirty (30) calendar days of being selected to provide the Services.
  - 5.1.1.2 Certified manufacturer or dealer of product proposed for minimum of 5 years.
  - 5.1.1.3 All installing personnel must pass criminal background checks as required by the Sheriff's Office prior to the start of work and access to the facility. The background checks will be completed by the Sheriff's Office.
  - 5.1.1.4 The Sheriff's Office reserves the right to deny access to any employee on Sheriff's Office property who is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the Sheriff's Office and/or its population. Should access be denied, the Successful Bidder shall remove the employee immediately and replace the employee with a suitable substitute as approved by the Sheriff's Office, at no additional cost.

- 5.1.1.5 Previous experience in installing and validating proposed systems in a correctional setting.
- 5.1.1.6 Successful Bidder shall provide video storage/memory and any needed licenses. Off-site backup and storage will be available and maintained by Successful Bidder unless another viable alternative is approved by the Sheriff's Office. Successful Bidder shall provide storage (Virtualized Environment) options and specifications for required hardware solution.

#### 5.1.2 Corporate Experience.

- 5.1.2.1 Minimum of five (5) years' experience providing services in California Location(s) of current camera systems in use by other County Jails, City Jails or Detention facilities.
- 5.1.2.2 Minimum of five (5) years' Closed-Circuit Camera experience with retrofits, upgrades, replacements in other local or state detention facilities.
- 5.1.2.3 Must have a minimum of five (5) current government agency customers (local, county, or state detention facility customers).
- 5.1.3 <u>References.</u> Minimum of three (3) references. Refer to Attachment B References Data Sheet

#### 5.2 Licensure, Certification and Accreditation Requirements:

In order to be considered for an award of a Service Agreement pursuant to this RFP process, Bidders must be in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements and standards.

#### **6.0 COST:**

Bidders shall submit a cost proposal that includes the total cost for all hardware, software, licensing, materials, labor, construction, millwork, drawings, blueprints, and every other cost required to perform all the requirements of this RFP. The cost proposal will also specifically identify any potential project related "exclusions" not included in the price proposal.

Additionally, Bidders must include an "hourly rate" provision to account for any unexpected system needs directly related to the camera system upgrade. If there are unanticipated problems with the system that fall outside the scope of the final contract, the Bidder shall agree to provide the labor required (if within the Bidder's typical scope of work) for the hourly rate quoted in this RFP response.

#### 7.0 SCHEDULE OF EVENTS:

The following schedule of events represents the Sheriff's Office's best estimate of the schedule that will be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 5:00 p.m. Pacific Standard Time ("PST"). The Sheriff's Office hereby reserves the right, at its sole discretion, to modify this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals.

| EVENT   | DATE   |
|---|--|
| RFP issued by Sheriff's Office:                           | February 8, 2019                               |
| Pre-Bid Meeting and Site Survey                           | February 22, 2019                              |
| Deadline for Submission of Questions:                     | March 4, 2019                                  |
| Deadline for Responses to Questions:                      | March 8, 2019                                  |
| Deadline for Proposals to be Received:                    | March 22, 2019                                 |
| Bidder Presentations:                                     | April 8, 2019                                  |
| Completion of Review and Evaluation Process:              | April 22, 2019                                 |
| Finalization of Service Agreement with Successful Bidder: | May 22, 2019                                   |
| Recommendation of Award to Board of Supervisors:          | May 29, 2019 for June 11, 2019 for BOS Meeting |
| Start Date of Service Agreement:                          | June 25, 2019                                  |
| Implementation Start Date                                 | June 25, 2019                                  |

#### 8.0 GENERAL INFORMATION:

#### 8.1 Submission of Proposals:

Bidders shall prepare and submit five (5) original Proposals and one (1) electronic copy thereof, in PDF format on a CD or DVD, by 4:00 p.m. PST, on March 15, 2019.

Postmark date will not constitute timely delivery. Responses received after the above time will not be considered. Proposers are solely responsible for ensuring timely receipt of their Proposals.

Proposals shall be signed by an authorized agent of the Bidder, and must be placed in a sealed envelope clearly marked: "Response to RFP Number 19-001-SHF: Security Camera System, Associated Services, and Maintenance"

The name and address of the Bidder and the closing date and time for submission of Proposals shall also be clearly marked on the sealed envelope. Proposals that are unsigned, or signed by an individual not authorized to bind the prospective consultant will

be considered nonresponsive and rejected. Proposals shall be personally delivered or mailed to:

SHERIFF'S OFFICE: Humboldt County Sheriff's Office

Attention: Captain Duane Christian

826 4th Street

Eureka, California 95501

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

#### **8.2** Withdrawal of Submitted Proposals:

A Bidder may withdraw its Proposal at any time prior to the above-referenced submittal deadline by submitting a written notification of withdrawal singed by the consultant or an authorized representative thereof. Bidders must retrieve the entire sealed Proposal package in person. Proposals will become the Sheriff's Office's property after the submission deadline has passed.

#### **8.3** Modification of Submitted Proposals:

Any Bidder who wishes to make modifications to a submitted Proposal must withdraw its initial Proposal as required by this RFP. It is the responsibility of the Bidder to ensure that a modified Proposal is resubmitted before the designated deadline for submission of Proposals in accordance with the terms of this RFP. Proposals may not be changed or modified after the submission deadline.

#### 8.4 Bidder Investigations:

Before submitting a Proposal, each Bidder shall make all investigations and examinations necessary to ascertain its ability to perform the Services equivalent to those set forth in this RFP in accordance with the requirements and standards described herein. In addition, each Bidder shall verify any representations made by the Sheriff's Office that the Bidder will rely upon. Failure to make such investigations and examinations will not relieve the Bidder from its obligation to comply with all provisions and requirements set forth in this RFP. In addition, a Bidder's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Bidder.

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

The Sheriff's Office accepts no responsibility for, and shall not pay any costs resulting from, or associated with, a Bidder's participation in this RFP process, including, without

limitation, the preparation and presentation of a Proposal.

# 8.6 Right of Sheriff's Office to Reject Proposals:

The Sheriff's Office reserves the unqualified right to reject any and all Proposals or to waive, at its sole discretion, any irregularity, which the Sheriff's Office deems reasonably correctable or otherwise not warranting rejection of a Proposal.

## 8.7 **Public Records and Trade Secrets:**

- **8.7.1** All Proposals and materials submitted in response to this RFP shall become the Sheriff's Office's property, and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq.
- 8.7.2 This RFP, and all Proposals submitted in response hereto, 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 Bidder shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") letters. Specifically identified proprietary information will not be released, if the Bidder agrees to indemnify and defend the Sheriff's Office in any action brought to disclose such information. By submitting a Proposal in response to this RFP, the Bidder agrees that the Sheriff's Office's failure to contact the Bidder prior to the release of any proprietary information contained therein will not be a basis for liability by the Sheriff's Office or any employee thereof.

#### **8.8** Conflict of Interest:

By submitting a Proposal in response to this RFP, Bidder warrants and covenants that no official or employee of the Sheriff's Office, nor any business entity in which an official or employee of the Sheriff's Office has an interest, has been employed or retained to assist in the preparation or submission of such Proposal, nor will any such person be employed in the

performance of such contract without immediate divulgence of such fact to the county.

#### 9.0 REQUIRED FORMAT OF PROPOSAL:

#### 9.1 General Instructions and Information:

- **9.1.1** <u>Content Requirements</u>. In order for Proposals to be considered for award of a Service Agreement pursuant to this RFP process, all of the following conditions must be satisfied:
  - 9.1.1.1 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.

- 9.1.1.2 Proposals must be complete and specific unto themselves. For example, "See Enclosed Brochure" will not be considered an acceptable response.
- 9.1.1.3 Proposals must contain information which enables the Sheriff's Office to evaluate the Bidder's ability to provide the Services set forth in this RFP.
- 9.1.1.4 All information, statements, letters and other documentation and attachments required by this RFP must be included with the Proposal.
- 9.1.1.5 Receipt of all Addenda to this RFP, if any, must be acknowledged on the bottom of the RFP Signature Affidavit sheet attached to this Proposal.
- 9.1.2 <u>Presentation Requirements</u>. In order for Proposals to be considered for award of a Service Agreement pursuant to this RFP process, all of the following conditions must be satisfied:
  - 9.1.2.1 Proposals must be bound or contained in loose leaf binders. However, costly bindings, color plates, glossy brochures, etc. are not necessary or recommended.
  - 9.1.2.2 Proposals must be uniformly typed in twelve (12) point font on standard letter size (8.5" x 11") white paper, single or double sided, with:
    - 9.1.2.2.1 Each section and subsection clearly titled
    - 9.1.2.2.2 Each page consecutively numbered, including all attachments
    - 9.1.2.2.3 Each page having one-inch (1") margins
    - 9.1.2.2.4 Each page being clean and suitable for copying
  - 9.1.2.3 Proposals must not be any more than fifty (50) pages in length. Proposals exceeding such maximum page length may be rejected by Sheriff's Office.
- 9.1.3 <u>Formatting Requirements</u>. In order to be considered for award of a Service Agreement pursuant to this RFP process, 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:
  - 9.1.3.1 <u>Section I: Introductory Letter</u> The introductory letter shall, in one page or less, summarize the Bidder's qualifications and experience regarding the provision of the Services equivalent to those set forth in this RFP. The introductory letter must also provide the Bidder's current contact information, list any subconsultants that may be used to provide the Services set forth in this RFP and identify the offices where such services will be performed. The introductory letter shall be signed in blue ink by an authorized representative of the Bidder.
  - 9.1.3.2 <u>Section II: Signature Affidavit</u> Each Proposal must contain a signed

and completed Signature Affidavit which is attached to this RFP as **Attachment A**. The Signature Affidavit must be signed by an authorized representative of the Bidder. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the Sheriff's Office to pursue any and all remedies authorized by law. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

- 9.1.3.3 <u>Section III: Table of Contents</u> Proposals shall include a comprehensive table of contents that identifies submitted material by sections 1.0 through 10.0 and any subsections thereof with sequential page numbers.
- 9.1.3.4 <u>Section IV:</u> <u>Business Profile</u>: The Bidder's Business Profile shall include the following items:
  - 9.1.3.4.1 <u>Company Overview</u> The company overview should include, at a minimum, all of the following items:
    - 9.1.3.4.1.1 The Bidder's business name, physical location, mission statement, legal business status, such as partnership, corporation, limited liability company or sole proprietorship, and the Bidder's current staffing levels.
    - 9.1.3.4.1.2 A detailed description of the Bidder's current and previous business activities, including, without limitation:
      - The history of the Bidder's firm, including the date when the firm was founded.
      - The number of years the Bidder has been operating under the present business name, and any prior business names under which the Bidder has provided the Services equivalent to those set forth in this RFP.
  - 9.1.3.4.2 <u>Qualifications and Experience</u> The overview of the Bidder's qualifications and experience should include, at a minimum, all of the following items:
    - 9.1.3.4.2.1 A detailed summary of the Bidder's overall experience regarding the provision of the Services equivalent to those set forth in this RFP for public agencies, including the number of years the Bidder has been providing the Services and the total number of government agencies for which the Bidder has provided the Services.
    - 9.1.3.4.2.2 The number of staff and subconsultants that are currently providing the Services equivalent to those set forth in this RFP.
    - 9.1.3.4.2.3 A detailed summary of the qualifications and

experience of staff members and subconsultants that are currently providing the Services equivalent to those set forth in this RFP, including, without limitation, job titles, responsibilities, special training, licenses and certifications. Proposals shall include a clear and concise narrative which identifies the Bidder's ability to provide the Services set forth in this RFP.

- 9.1.3.4.2.4 A brief description of a minimum of five (5) current local, county and/or state customers that would include:
  - Name of Facility, Number of Beds
  - Date of original contract
  - Security Camera Service(s) provided
  - Contact Information
  - Identify the two (2) most recently awarded contracts to replace, and/or augment camera systems in a detention facility: including the specific custody facility.
- 9.1.3.4.3 <u>Legal/Litigation</u> Provide detailed description of any and all litigation pending or actual in any form, regarding the provision of the Services equivalent to those set forth in this RFP that involved or has been brought by or against the Bidder, contractors and/or subcontractors. Also provide all instances where your organization was named a defendant and/or indemnified or defended an entity or whom your organization furnished Services during the past five years, including the nature and result of such litigation, if applicable.
- 9.1.3.4.4 <u>Fraud</u> A detailed description of any fraud convictions related to public contracts, if applicable.
- 9.1.3.4.5 <u>Debarments, Suspensions, and Others</u> A detailed description of any current or prior debarments, suspension or other ineligibility to participate in public contracts, if applicable.
- 9.1.3.4.6 <u>Violations</u> A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
- 9.1.3.4.7 <u>Controlling or Financial Interest</u> A detailed description of any controlling or financial interest the Bidder has in any other firms or organizations, or whether the Bidder's firm is owned or controlled by any other firm or organization. If the

Bidder does not hold a controlling or financial interest in any other firms or organizations, that must be stated.

- 9.1.3.4.8 *Quality Control* The business profile shall include an overview of the Bidder's policies and procedures regarding quality control. The quality control overview should include, without limitation, all of the following:
  - 9.1.3.4.8.1 A detailed description of the Bidder's understanding of the requirements, challenges and potential hurdles applicable to the provision of the Services equivalent to those set forth in this RFP.
  - 9.1.3.4.8.2 Identification of the Bidder's management team and other key personnel, including, without limitation, an organizational chart and resumes of each staff member that may provide the Services equivalent to those set forth in this RFP pursuant to the terms and conditions of the project.
  - 9.1.3.4.8.3 A detailed description of the Bidder's management expertise and approach, and how such expertise and approach will assure staff continuity and timely performance of the Services equivalent to those set forth in this RFP pursuant to the terms and conditions of project specific Task Orders.
  - 9.1.3.4.8.4 A detailed description of the expected communication channels between the Bidder's staff and the Sheriff's Office to ensure that the Services equivalent to those set forth in this RFP will be performed to the Sheriff's Office's satisfaction, including, without limitation, how potential problems will be solved.
- 9.1.3.5 Section V: Proposed Services, Configuration, and Documentation: A detailed description of the following: Bidder's proposed Services and configuration, compliance with and understanding of the Scope of Work, and Project Implementation Management. Include any and all reports, drawings, studies, and any other pertinent documents that may be prepared and/or used to provide the Services pursuant to the terms and conditions of the project. Samples of each document described shall be attached. A detailed cost of the proposed Services, broken down by components, including Service and Maintenance, shall be included in this section.
- 9.1.3.6 <u>Section VI: Cost:</u> Complete **Attachment D System Package Pricing Workbook**

- 9.1.3.7 <u>Section VII: Project Implementation Management</u>: Bidder's detailed responses to Section 4.2 Project Implementation Management.
- 9.1.3.8 <u>Section VIII: References</u>: The References section shall include the following:
  - 9.1.3.8.1 <u>References Data Sheet</u>. Proposals shall include a Reference Data Sheet, which is attached hereto as **Attachment B**, containing present and past performance information from a minimum of three (3) former or current government agency clients to whom the Bidder has provided the Services equivalent to those set forth in this RFP within the past five (5) years.
  - 9.1.3.8.2 <u>Required Information</u>. The performance information provided with each reference must be clearly correlated to the Services and responsibilities set forth in this RFP. Each reference must include, at a minimum, all of the following information:
    - 9.1.3.8.2.1 The name, physical address, email address and telephone number for the current contact person of each referenced client.
    - 9.1.3.8.2.2 The dates of project commencement and completion for each referenced client.
    - 9.1.3.8.2.3 A detailed description of the Services performed for each referenced client, including, without limitation, the time period in which such services were delivered to the referenced client.
    - 9.1.3.8.2.4 A detailed description of how the provision of the Services rendered by the Bidder led to accomplishment of each referenced client's project objectives.
    - 9.1.3.8.2.5 A detailed description of the contract amount and outcome of each referenced client's project.
    - 9.1.3.8.2.6 A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Bidder's knowledge.
- 9.1.3.9 Section IX: Evidence of Insurability and Business Licenses: All Bidders shall submit evidence of eligibility for all insurances required by the sample **Bidder Services Agreement** which attached hereto as **Exhibit B**. Upon the award of final Service Agreement, the Successful Bidder will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the Sheriff's Office as an additional insured. However, Bidders should not purchase additional insurance until final Service Agreement have been awarded. In addition, all Bidders shall certify the possession of any and all licenses and/or certifications required for the provision of the Services equivalent to those set forth in this RFP.

- 9.1.3.10 <u>Section X: Compliance, Exceptions, Objections and Requested Changes:</u> Bidders shall carefully review the scope of work specifications, terms, and conditions of this RFP.
  - 9.1.3.10.1 <u>Compliance</u>. Bidders shall complete and include the Requirements/Specifications Table in Section 4.1.
  - 9.1.3.10.2 <u>Exceptions</u>. Any exceptions, objections, or requested changes to this RFP shall be clearly stated and explained with supporting rationale in **Attachment E Exceptions**. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFP. Protests based on any exception, objection or requested change to this RFP shall be considered waived and invalid by the Sheriff's Office if the exception, objection or requested change is not clearly identified and explained.

### 10.0 EVALUATION CRITERIA AND REVIEW PROCESS:

After the Proposals are received and opened by the Sheriff's Office, the Sheriff's Office will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Bidder possesses the qualifications necessary for the satisfactory performance of Services set forth in this RFP. In evaluating the Proposals, the Sheriff's Office will employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- 10.1 <u>Relevant and Comparable Experience 30 points</u>: The Bidder's experience in providing the Services set forth in this RFP for government agencies of comparable size.
- 10.2 <u>Ability to Provide Comprehensive High-Quality Services 30 points</u>: The overall impression of the Bidder's ability to implement and provide the Services set forth in this RFP.
- **10.3** Service and Maintenance 30 points: The Bidder's ability to provide the service and maintenance of the Services set forth in this RFP.
- **10.4 Value and Cost 10 points:** The Bidder's ability to provide a cost-effective and cost-efficient overall solution.

All Proposals will be evaluated by an RFP Evaluation Committee made up of Sheriff's Office and County staff members and other parties that have expertise or experience in the types of the Services set forth in this RFP. The RFP Evaluation Committee may directly request clarification of Proposals from, and/or conduct interviews with, one (1) or more Bidders. The purpose of any such requests for clarification or interviews shall be to ensure the RFP Evaluation Committee's full understanding of the Proposals. If clarifications are made as a result of such discussions the Bidder or Bidders shall put such clarifications in writing. Any delay caused by a Bidder's failure to respond to direction from the Sheriff's Office may lead to a rejection of the Proposal.

The evaluation and selection process is designed to award the procurement to Bidders 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 the final Services Agreement, if made by the Sheriff's Office, will be based upon a total review and evaluation of each Proposal.

All contacts made with the Sheriff's Office during the evaluation process shall be through Captain Duane Christian of the Humboldt County Sheriff's Office (see Section 12.0 for contact information). Attempts by a Bidder to contact any other Sheriff's Office and County representative during the evaluation process may lead to rejection of the Proposal. Conflict resolution shall be handled by Sheriff's Office staff upon receiving a written statement from the Bidder about this RFP process.

#### 11.0 CONTRACT DEVELOPMENT:

#### 11.1 Contract Negotiation Process:

Once the Proposal evaluation process has been completed, the Sheriff's Office will notify the Bidders of the final rankings, and negotiate the terms and conditions of the final Service Agreement with the highest-ranking Bidders. The highest-ranking Bidders shall participate in good faith negotiations in accordance with direction from the Sheriff's Office. Any delay caused by a Bidder's failure to participate in good faith contract negotiations may lead to rejection of the Proposal.

#### 11.2 **Scoping Meetings**:

The highest-ranked Bidders will be asked to attend a scoping meeting within five (5) calendar days after receiving notification of the final rankings to ensure that the Bidders have a full understanding of the terms and conditions of the Service Agreement and the Services that will be required pursuant to project specific Task Orders issued thereunder. The scoping meeting will also provide the highest-ranked Bidders' Project Managers with an opportunity to ask technical questions regarding the Services that they will be expected to provide.

#### 11.3 Award of Services Agreement:

If the Sheriff's Office decides, after completion of the contract negotiation process, to award the contract for the provision of the security camera system and services equivalent to those set forth in this RFP, the Services Agreement will be sent to the Successful Bidder for signature. Once signed copies have been returned to the Sheriff's Office, the Services Agreement will be submitted to the Humboldt County Board of Supervisors for review and approval. The Sheriff's Office hereby reserves the right to award the Services Agreement to the Bidder which, in the sole judgment of the Sheriff's Office, best serves the interests thereof. No Proposal shall be binding upon the Sheriff's Office until final Service Agreement are signed by duly authorized representatives of the Successful Bidder and the Sheriff's Office.

#### 11.4 Contractual Requirements:

- 11.4.1 <u>Disclosure of Confidential Information</u>. During the performance of the Services equivalent to those set forth in this RFP, the Successful Bidder may receive information that is confidential under local, state and/or federal law. The Successful Bidder 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.
- 11.4.2 Compliance with Anti-Discrimination Laws. In connection with the execution of any Service Agreement resulting from this RFP process, the Successful Bidder 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 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.
- 11.4.3 <u>Indemnification</u>. To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, the Successful Bidder will be required to hold harmless, defend and indemnify the County, the Sheriff's Office, 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, the Successful Bidder's negligence, recklessness or willful misconduct in the performance of the Services required by project specific Task Orders, except such loss or damage which was caused by the sole negligence or willful misconduct of the Sheriff's Office.
- 11.4.4 <u>Insurance Requirements</u>. The Successful Bidder will be required to satisfy the insurance requirements set forth in the sample Service Agreement attached hereto. The Successful Bidder shall furnish the Sheriff's Office with certificates and original endorsements effecting the required insurance coverage prior to the Sheriff's Office's execution of final Service Agreement. In addition, the Sheriff's Office may require additional insurance requirements dependent upon the scope of the Services that will be provided pursuant to project specific Task Orders.
- 11.4.5 <u>Assignment</u>. The final Service Agreement resulting from this RFP process, and any project specific Task Orders issued thereunder, shall not be assignable by the Successful Bidder without prior approval by the Sheriff's Office.
- 11.4.6 <u>Jurisdiction and Venue</u>. The final Service Agreement resulting from this RFP process, and any project specific Task Orders issued thereunder, will be governed in all respects by the laws of the State of California. Any disputes regarding the final Service Agreement, or any project specific Task Orders issued thereunder, will be litigated in the State of California and venue will lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil

Procedure Sections 394 or 395.

11.4.7 <u>Service Agreement.</u> The Successful Bidder will be required to enter into a contract with substantially the same terms and conditions as the Sample Service Agreement attached hereto as Exhibit B.

### 12.0 <u>INQUIRIES, MODIFICATIONS AND CORRECTIONS</u>:

Proposers are specifically directed not to contact any Sheriff's Office personnel, other than the Contact Person indicated below, for any purpose related to this RFP. Unauthorized contact of any Sheriff's Office personnel may be cause for rejection of a vendor's proposal. All inquiries concerning this RFP should be directed to the following Contact Person:

SHERIFF'S OFFICE: Humboldt County Sheriff's Office

Attention: Captain Duane Christian

826 4th Street

Eureka, California 95501

Email: dchristian@co.humboldt.ca.us

#### 12.1 Requests for Clarification or Correction:

Bidders shall be responsible for meeting all of the requirements and conditions set forth in this RFP. If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, a written request for clarification or correction should be submitted to the Sheriff's Office at the address listed above.

Requests for clarification or correction and any other questions pertaining to this RFP must be received by the Sheriff's Office before 4:00 p.m. PST on February 25, 2019. All responses to such requests for clarification or correction and written questions will be issued by the Sheriff's Office on February 28, 2019.

#### 13.0 ADDENDA:

Any modifications to this RFP shall be made by written Addenda. Addenda to this RFP, if necessary, will be distributed via mail, email or facsimile to all Bidders by the Sheriff's Office and will be posted on the Sheriff's Office's website. Addenda issued by the Sheriff's Office interpreting or modifying any portion of this RFP shall be incorporated into the Bidder's Proposal. The Addenda Cover Sheet shall be signed and dated by the Bidder and submitted to the Sheriff's Office with the Proposal. Any oral communications concerning this RFP by Sheriff's Office personnel are not binding on the Sheriff's Office, and shall in no way modify this RFP or the obligations of the Sheriff's Office or any Bidders.

#### 14.0 <u>CANCELLATION OF THE REQUEST FOR PROPOSAL PROCESS:</u>

The Sheriff's Office hereby reserves the right to cancel the RFP process at any time after the issuance of this RFP, but prior to the award of final Service Agreement, if the Sheriff's Office

determines, that cancellation is in the Sheriff's Office's best interest for reasons, including, but not limited to, the following: (1) the types of Services set forth in this RFP are no longer required; (2) the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith; or (3) the Sheriff's Office determines, after review and evaluation of the Proposals, that the Sheriff's Office's needs can be satisfied though an alternative method.

The Sheriff's Office hereby reserves the right to amend or modify the preliminary scope of the Services set forth in this RFP prior to the award of final Service Agreement, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the Sheriff's Office to award any Service Agreement for the provision of the Services equivalent to those set forth in this RFP, or to award project specific Task Orders to the Successful Bidder.

# EXHIBIT A INVENTORY LIST (Attached)

#### EXHIBIT B – SAMPLE SERVICE AGREEMENT

# SERVICE AGREEMENT BY AND BETWEEN COUNTY OF HUMBOLDT AND

| Cou:<br>"CO<br>"VE | This<br>nty o<br>UNT<br>NDO | Agreement, entered into this day of, 2019, by and between the of Humboldt, a political subdivision of the State of California, hereinafter referred to as Y," and, a corporation, hereinafter referred to as R," is made upon the following considerations:  |
|--------------------|-----------------------------|--|
| VEN                |                             | EREAS, COUNTY, by and through its[Department], desires to retain the services of to[General description of the purpose of this Agreement]; and   |
|                    | orary                       | EREAS, such work involves the performance of professional, expert and technical services of a and occasional character, and COUNTY has no employees available to perform such services able to hire employees for the performance thereof for the temporary period; and  |
|                    | WH                          | EREAS, VENDOR has represented that it is qualified to perform such services.   |
|                    | NO                          | W THEREFORE BE IT AGREED:  |
| 1.                 | DES                         | SCRIPTION OF SERVICES:   |
|                    | here<br>agre                | NDOR agrees to furnish the services described in Exhibit 1 – Scope of Work, which is attached to and incorporated herein by reference. In providing such services and assistance, VENDOR es to fully cooperate with the[Department Head] or designee thereof, hereinafter cred to as["Short Title for Department Head"]  |
| 2.                 | TER                         | <u>M</u> :   |
|                    | for_                        | Agreement shall begin upon execution by both parties and shall remain in full force and effect (_) year(s). This Agreement shall be automatically renewed for additional periods of rear(s), up to a maximum of (_) years, unless sooner terminated as provided herein.  |
| 3.                 | TER                         | MINATION:  |
|                    | A.                          | Breach of Contract. If, in the opinion of COUNTY, VENDOR 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. This Agreement may be terminated by COUNTY without cause upon thirty  |

(30) days advance written notice. Such notice shall state the effective date of the termination.

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 terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated.

C.

COUNTY shall provide VENDOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

D. <u>Compensation</u>. In the event of any termination of this Agreement, VENDOR 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 owing to COUNTY resulting from a breach of this Agreement by VENDOR.

|    | damages owir   | ng to COUNTY resulting from a breach of this Agreement by VENDOR.   |
|----|--|---|
| 4. | COMPENSATION   | :   |
|    | Dollars (\$amount not to exce  | ount payable by COUNTY under this Agreement is  |
| 5. | PAYMENT:   |   |
|    | be in a format appro<br>of Department He<br>final undisputed in<br>termination date of | omit to COUNTY monthly invoices itemizing all work completed. Invoices shall eved by, and shall include backup documentation as specified by,[Short title ad] and the Humboldt County Auditor-Controller. VENDOR shall submit a voice for payment no more than thirty (30) days following the expiration or this Agreement. Payment for work performed will be made within thirty (30) at of approved invoices. |
| 6. | NOTICES:   |   |
|    | and either served p<br>addresses set forth   | required to be given pursuant to the terms of this Agreement shall be in writing personally or sent by certified mail, return receipt requested, to the respective below. Notice shall be effective upon actual receipt or refusal as shown on the suant to the foregoing.  |
|    | COUNTY:  | Humboldt County Attn:   |
|    |  | Eureka, CA 95501  |
|    | VENDOR:  |   |
|    |  |   |

# 7. <u>REPORTS</u>:

VENDOR agrees to provide COUNTY with any and all reports, which may be required by local, state 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. <u>Maintenance and Preservation of Records</u>. VENDOR agrees to timely prepare accurate and complete financial, performance and payroll records 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 work performed.
- B. <u>Inspection of Records</u>. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of VENDOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. VENDOR hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State of California or COUNTY. VENDOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or COUNTY. All examinations and audits conducted under this section 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. <u>Audit Costs</u>. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because VENDOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

#### 9. MONITORING:

VENDOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including the right to review and monitor VENDOR's records, programs or procedures, at any time, as well as the overall operation of VENDOR's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by VENDOR pursuant to the terms of this Agreement.

#### 10. CONFIDENTIAL INFORMATION:

A. <u>Disclosure of Confidential Information</u>. In the performance of this Agreement, VENDOR may receive information that is confidential under local, state or federal law.

VENDOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal 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. <u>Continuing Compliance with Confidentiality Laws</u>. The parties acknowledge that federal and state confidentiality laws 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 or regulations.

#### 11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

VENDOR certifies by its signature below that it is not a Nuclear Weapons Vendor, in that VENDOR 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. VENDOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Vendor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if VENDOR becomes a Nuclear Weapons Vendor.

#### 12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, VENDOR 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.
- B. <u>Compliance with Anti-Discrimination Laws</u>. VENDOR 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.

#### 13. DRUG-FREE WORKPLACE:

By signing this Agreement, VENDOR hereby certifies that VENDOR 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. <u>Drug-Free Policy</u>. 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. <u>Drug-Free Awareness Program</u>. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. VENDOR'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. <u>Drug-Free Employment Agreement</u>. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
  - 1. Receive a copy of VENDOR's Drug-Free Policy Statement; and
  - 2. Agree to abide by the terms of VENDOR's Drug-Free Policy as a condition of employment.
- D. <u>Noncompliance</u>. Failure to comply with these requirements may result in suspension of payments under this Agreement and/or termination thereof, and VENDOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if VENDOR violates the certification by failing to carry out the above-referenced requirements.

#### 14. INDEMNIFICATION:

VENDOR 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, VENDOR'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.

#### 15. <u>INSURANCE REQUIREMENTS</u>:

This Agreement shall not be executed by COUNTY, and VENDOR 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. <u>General Insurance Requirements</u>. Without limiting VENDOR's indemnification obligations provided for herein, VENDOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and

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 VENDOR, 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) 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 of not less than One Million Dollars (\$1,000,000) 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 Office 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) 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) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which VENDOR may be exposed to liability. VENDOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. <u>Special Insurance Requirements</u>. 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, 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 VENDOR. 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 "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 VENDOR 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, VENDOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to VENDOR'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. VENDOR 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) shall be disclosed to and approved by COUNTY. If VENDOR 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 VENDOR 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 VENDOR 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 VENDOR shall be required to purchase additional coverage to meet the above 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<br>Attn: Risk Management<br>825 5th Street, Room 131<br>Eureka, California 95501 |
|---------|---|
| VENDOR: |   |
|         |   |

It is understood that this is an Agreement by and between two independent contractors 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 VENDOR 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.

#### 17. COMPLIANCE WITH LAWS:

VENDOR agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. VENDOR further agrees to comply with all applicable local, state and federal licensure and certification requirements.

#### 18. 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.

#### 19. <u>ASSIGNMENT</u>:

VENDOR shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by VENDOR 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 VENDOR to obtain supplies, technical support or professional services.

#### 20. 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 assigns.

#### 21. 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 VENDOR. 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 VENDOR shall promptly refund, any funds disbursed to VENDOR, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

#### 22. 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.

#### 23. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

### 24. STANDARD OF PRACTICE:

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

### 25. 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 VENDOR shall become the property of COUNTY. However, VENDOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, VENDOR shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

### 26. 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.

### 27. ADVERTISING AND MEDIA RELEASE:

| Department Head] .   |
|--|
| interviews. All notices required by this provision shall be given to[Short title of                |
| before such interviews take place; and COUNTY is entitled to have a representative present at such |
| VENDOR shall inform COUNTY of all requests for interviews by media related to this Agreement       |
| being used as advertising or released to the media (television, radio, newspapers and internet).   |
| All informational material related to this Agreement shall receive approval from COUNTY prior to   |

### 28. **SUBCONTRACTS**:

VENDOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. VENDOR 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.

### 29. 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.

### 30. 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.

### 31. 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, but not be limited to, 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.

### 32. 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 of the parties.

### 33. <u>AUTHORITY TO EXECUTE</u>:

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.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 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,

### [VENDOR]

| By:    | Date: |
|--------|-------|
| Name:  |       |
| Title: |       |
|        |       |
| By:    | Date: |
| Name:  |       |

| Title:                                   |                          |
|--|--------------------------|
| COUNTY OF HUMBOLDT                       |                          |
| By:  Rex Bohn Chair Board of Supervisors | Date:                    |
| INSURANCE AND INDEMNIFICATION            | N REQUIREMENTS APPROVED: |
| By:Risk Analyst                          | Date:                    |

### ATTACHMENT C MAINTENANCE AND SERVICE LEVEL AGREEMENT

### I. Definition of Service Level Agreement

- A. A Service Level Agreement (SLA) is an agreement between the County and the Vendor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, if the agreed-upon levels not be achieved. If the specified service levels are not met, then the contractor is required to issue specified credits.
- B. The Security Camera System and Associated Services contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to the County operations, and the contractor must comply with those KPIs. For each KPI, the Vendor is required to meet the specified Acceptable Quality Levels (AQLs).

### II. Service

Table 1 lists each KPI and the performance level requested by the County. Performance is aggregate-based, meaning that the performance is to be measured at the County hierarchy level (of the County's billing organization) over a one-calendar-month period.

Table 1- Service-Specific SLAs

| Service                       | КРІ  | Performance<br>Standards/AQL |
|-------------------------------|--|------------------------------|
| Implementation & Installation | Fully functional security cameras, movement and surveillance<br>Cameras, door control, intercom, and movement system | (120) Business Days          |
| Maintenance:                  |  |                              |
| Cameras                       | Operational and working units  | 100%                         |
| Door control                  | Operational and working  | 100%                         |
| Intercom                      | Operational and working  | 100%                         |
| Movement System               | Operational and working  | 100%                         |

### III. Implementation & Installation Penalty

Vendor shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the County. Time is of the essence in providing a fully functional Security Camera System and Associated Services ("Services"), and the Vendor is required to provide a fully functional system tested and accepted by the County. The County and Vendor has agreed upon a 120-business day implementation schedule. Failure to provide this service may incur a daily penalty of \$250.00 until fully functional.

### IV. System Problems, Outages, and Other Deficiencies

The Services are unavailable during any period of time that there is a Service Outage, or other service-affecting Problem or Deficiency. Upon the County's or the County-authorized Agent's request, Vendor will issue credits for each Service Outage, Problem, or Deficiency. Vendor shall pay the County the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Vendor's Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and email. Vendor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the County or the County Designee in resolving System Outages, Problems, and other Deficiencies. The County will assign one of the following "Severity Levels." Vendor must respond to and resolve these in accordance with the timeframes listed in Table 2 – Severity Levels and Credits, following the determination and/or notification of the Problem, Outage or other Deficiency.

Table 2 - Severity Levels and Credits

| Severity Level        | Severity Level Description   | Duration of Service<br>Outage    | Credits  |
|-----------------------|--|----------------------------------|--|
| Priority Level<br>One | CRITICAL (Includes but not limited to):  | ≤ 8 hours                        | No Credit  |
| One                   | <ul> <li>25% or more cameras are out of service</li> <li>25% or more door controls are out of service</li> <li>Intercom is non-operational</li> <li>Movement system is non-operational</li> </ul>  | Between 8 hours<br>and 12 hours  | \$50 per hour<br>that component<br>of ITS is<br>deficient  |
|                       | Entire system failure  Response time, technician on site, and completion of repairs and Deficiency resolution to the County's  | Between 12 hours<br>and 24 hours | \$75 per hour<br>that component<br>of ITS is<br>deficient  |
|                       | satisfaction is made within 4 hours of initial notification of<br>the County or the County's Agent by Vendor, or from the<br>County's or the County Agent's initial service request to<br>Vendor.  | > 24 hours                       | \$100 per hour<br>that component<br>of ITS is<br>deficient |
| Priority Level        | SEVERE (Includes but not limited to):  | ≤ 16 hours                       | No Credit  |
| Two                   | <ul> <li>10% to 24% pf cameras are out of service</li> <li>10% to 24% of door controls are out of service</li> <li>Intercom is intermittently non-operational</li> <li>Movement system is intermittently non-operational</li> <li>Response time, completion of repairs, and Deficiency resolution to the County's satisfaction is made within 24 hours of initial notification of the County or the County's Agent by Vendor, or from the County's or the County Agent's initial service request to Vendor.</li> </ul> | > 16 hours                       | \$75 per hour<br>that component<br>of ITS is<br>deficient  |
| Priority Level        | MINOR (Includes but not limited to):   | ≤ 72 Hours                       | No Credit  |
|                       | Less than 10% of cameras are out of service.     Less than 10% of door controls are out of service  Response time, completion of repairs, and Deficiency resolution to the County's satisfaction is made within business days of initial notification of the County or the County's Agent by Vendor, or from the County's or the County Agent's initial service request to Vendor.   |                                  | \$50 per day that<br>component of<br>ITS is deficient      |

| Priority Level<br>Four | COSMETIC (Includes but not limited to): A camera(s) or any of its(their) associated hardware is  | ≤ 10 days | No Credit   |
|------------------------|--|-----------|---|
|                        | damaged, but is still capable of functioning  Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to the County's satisfaction is made within 10 business days of initial notification of the County or the County's Agent by Vendor, or from the County's or the County Agent's initial service request to Vendor. | > 10 days | \$50 per day that<br>camera(s) is/are<br>deficient or<br>damaged<br>cameras are not<br>replaced |

### V. Chronic Trouble

A Chronic Trouble (Chronic) defined as a Services problem or deficiency which has experienced 3 separate trouble tickets opened against it for Availability and Functionality, by the County or the County - authorized Agent, or Vendor, for the same Priority level over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 - Chronic Trouble Credits

| Severity Level                | Consecutive Months' Occurrence | Credits  |
|-------------------------------|--------------------------------|--|
| Priority Level One            | 3                              | 10% of Monthly Maintenance Recurring Charge  |
|                               | 6                              | 20% of Monthly Maintenance Recurring Charge  |
|                               | >6                             | Replacement of the Services in its entirety or its individual components, including network access and cabling & wiring.  Option to open contract for discussion, up to and including cancellation of contract without penalty |
| Priority Levels Two and Three | 3                              | 5% of Monthly Maintenance Recurring Charge   |
|                               | 6                              | 10% of Monthly Maintenance Recurring Charge  |
|                               | 9                              | 20% of Monthly Maintenance Recurring Charge  |
|                               | >9                             | Replacement of the Services in its entirety or its individual components, including network access, and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty |
| Priority Level Four           | N/A                            | N/A  |

### VI. Replacement

Vendor shall be responsible for the replacement of the Services in its entirety or its individual components including network access and cabling & wiring, as necessary to maintain operability, regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. System or component replacement will be performed at no cost to the County and will occur immediately upon notification to the Vendor of the system problem by the County or the County's Agent when Deficiency is not resolved to the County's satisfaction after reasonable timeframes specified above.

| SIGNATURE  |  |
|------------|--|
|            |  |
|            |  |
| PRINT NAME |  |
|            |  |
| TITLE      |  |
| -          |  |
|            |  |
| DATE       |  |

### ATTACHMENT E - EXCEPTIONS TO RFP

| ESS | <br> |  |
|-----|------|--|
|     |      |  |
|     | <br> |  |

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. (Add as many pages as necessary)

### APPENDIX A - SECURITY CAMERA INVENTORY LIST

|  | Security Control Systems Door/CCTV & Service |                |          |
|--|--|----------------|----------|
|  | Current                                      | Fixed          | or PTZ   |
| Housing Unit Location  | Cameras Per Unit                             | Fixed Type     | PTZ Type |
|  |  | ***            | 44       |
| 5th Floor South - (Male) # 547 Maximum   |  |                |          |
| Upper  | 1  |                | 1        |
| Lower  | 1  | l l            | 1        |
| 5th Floor South - (Male) # 529 Maximum   |  |                |          |
| Upper  | 1  |                | 1        |
| Lower  | 1  |                | 1        |
| Recreation   | 1  |                | 1        |
| 5th Floor South - (Male) # 555 Maximum   |  |                |          |
| Upper  | 1  |                | 1        |
| Lower  |  |                |          |
| Recreation   | 1  |                | 1        |
| 3rd Floor South - (Female) # 377 Maximum   |  |                |          |
| Upper  | 1  |                | 1        |
| Lower  | 1  |                | 1        |
| 3th Floor South - (Female) # 363 Medium  |  |                |          |
| Upper  | 1  |                | 1        |
| Lower  | 1  |                | 1        |
| Recreation   | 1  |                | 1        |
| 3rd Floor South - (Male) # 385 Medium  |  |                |          |
| Upper  | 1  |                | 1        |
| Lower  |  |                |          |
| Recreation   | 1  |                | 1        |
| 3rd Floor North - (Male) # 339 Maximum   |  |                |          |
| Upper  | 1  | 1              |          |
| Lower  | 2  | 2              |          |
| 3rd Floor North - (Male) # 334 Maximum   |  |                |          |
| Upper  | 1  | 1              |          |
| Lower  | 2  | 2              |          |
| 3rd Floor North- (Male) # 320 Protective Custody   |  |                |          |
| Jpper  | 1  |                | 1        |
| Lower  |  |                |          |
| 2nd Floor North - (Male) # 219 Minimum   |  |                |          |
| arge Dorm  | 1  | 1              |          |
| Recreation   | 1  | _              | 1        |
|  |  |                |          |
| 2nd Floor Kitchen  | 1  |                | 1        |
| The state of the s | <u> </u>                                     |                | <u> </u> |
| and Floor Laundry Room   | 1  |                | 1        |
| and Floor Edunary Room   |  |                | <u>+</u> |
| Ith Floor Control Room   |  |                |          |
| and the state of t |  |                |          |
| Ith Floor North Rec Yard   |  |                |          |
| MATERIAL PROPERTY OF THE PROPE |  |                |          |
| Medical  |  | And the second |          |

### APPENDIX A - SECURITY CAMERA INVENTORY LIST

|                                  | Security Control Systems Door/CCTV & Service   |            |                 |
|----------------------------------|--|------------|-----------------|
|                                  | Current  | Fived      | or PTZ          |
| Housing Unit Location            | Cameras Per Unit   | Fixed Type | PTZ Type        |
| Trousing offic Location          | Cameras i ei onic  | TixedType  | 1121,00         |
| Medical Facility - Unit Admin    | 1  |            | 1               |
| Medical Housing                  | 1  |            | 1               |
| Medical Safety Cell              | 1  | 1          |                 |
| Hepa Port                        |  |            |                 |
|                                  |  |            |                 |
| Booking Area                     | FOR THE PARTY OF T |            | 10 - N ( SE - 1 |
|                                  |  |            |                 |
| Sally Port                       | 3  | 2          | 1               |
| Pat Down Room                    | 2  | 2          |                 |
| Booking Lobby Area (125)         | 3  | - 2        | 1               |
| Booking Sobering Cell Hallway    | 1  | 1          |                 |
| Booking Release/Elevator Hallway | 1  |            | 1               |
| Reception Lobby                  | 1  |            | 1               |
| Entrance to Sheriff's Records    | 1  |            | 1               |
| Sobering Cells                   | 3  | 3          |                 |
| Processing Safety Cell           | 1  | 1          |                 |
|                                  | No.  |            |                 |
| Visitation Areas                 |  |            |                 |
|                                  |  |            |                 |
| 6th Floor South - Visitation     |  |            |                 |
| Public                           | 1  |            | 1               |
| Inmate                           | 1  |            | 1               |
| 4th Floor South - Visitation     |  |            |                 |
| Public                           | 1  |            | 1               |
| Inmate                           | 1  |            | 1               |
| 4th Floor North - Visitation     |  |            |                 |
| Public                           |  |            |                 |
| Inmate                           | 1  |            | 1               |
| Hallways within Secure Facility  |  |            |                 |
| Hanways within Secure Facility   |  |            |                 |
| 6th Floor Hallway/Elevator       | 1  |            | 1               |
| 5th Floor Hallway/Elevator       | 1  |            | 1               |
| 4th Floor South Hallway/Elevator | 1  |            | 1               |
| 4th Floor North Hallway/Elevator | 5  | 4          | 1               |
| 3rd Floor South Hallway/Elevator | 1  |            | 1               |
| 3rd Floor North Hallway/Elevator | 4  | 4          |                 |
| 2nd Floor Door/Hallway/Elevator  | 6  | 5          | 1               |
| 2nd Floor Storage Area           | 2  | 1          | 1               |
| Elevators 1-6                    | 6  | 6          |                 |
|                                  |  |            |                 |
| 2nd Floor Administration Area    |  |            |                 |
|                                  |  |            |                 |
| Administration Lobby             | 1  |            | 1               |

### APPENDIX A - SECURITY CAMERA INVENTORY LIST

|   | Security Control Systems Door/CCTV & Service |            |          |
|---|--|------------|----------|
|   | Current                                      | Fixed      | or PTZ   |
| Housing Unit Location                     | Cameras Per Unit                             | Fixed Type | PTZ Type |
| Main Admin Hallways                       | 2  | 1          | 1        |
| Exterior Cameras                          |  |            |          |
| 4th Street Entrance                       | 2  | 1          | 1        |
| 5th Street Entrance                       | 1  | 1          |          |
| Roof                                      | 1  |            | 1        |
| Probation Department                      |  |            |          |
| TOTALS                                    | 83   | 42         | 41       |
| Total Doors Controlled by Security System | 281  |            |          |
| Additional Doors not Controlled by System | 137  |            |          |
| Total Security Doors                      | 418  |            |          |
|   |  |            |          |

|   | RFP 19-001- SHF<br>ATTACHMENT A<br>SIGNATURE AFFIDAVIT  |
|---|---|
| NAME OF FIRM:   |   |
| STREET<br>ADDRESS:  |   |
| CITY, STATE, ZIP  |   |
| CONTACT<br>PERSON:  |   |
| PHONE #:  |   |
| FAX#:   |   |
| EMAIL:  |   |
| containing informatic public records shall  | ection 6250 <i>et.seq.</i> , the "Public Records Act", define a public record as any writing on relating to the conduct of public business. The Public Records Act provides that be disclosed upon written request, and that any citizen has a right to inspect any the document is exempted from disclosure.   |
| agreement or participe that no attempt has I that this proposal I competitor or potential | osal, I certify that this firm has not, either directly or indirectly, entered into any pated in any collusion or otherwise taken any action in restraint of free competition; been made to induce any other person or firm to submit or not to submit a proposal; has been independently arrived at without collusion with any other proposer, tial competitor; that this proposal has not been knowingly disclosed prior to the set of any other proposer or competitor; that the above statement is accurate under |
| terms, conditions, an   | an authorized representative of the above named firm and hereby agrees to all the dispecifications required by the County in this Invitation to Bid and declares that the dispricing are in conformity therewith.   |

This firm herby acknowledges receipt / review of the following addendum(s) (If any)
Addendum # Addendum # Addendum #

Title

Date

Signature

Name (type or print

### Attachment B Reference Data Sheet, RFP #19-001-SHF

### **Submit With RFP**

|  | REFERENCE DATA SHEET   |
|--|--|
| Provide a minimum of three (3) on number whose scope of business of Previous business with the County of | current references with name, address, contact person, and telephone or services is similar to those of Humboldt County, preferably in California. does not qualify. |
| NAME OF FIRM:  |  |
| STREET ADDRESS:  |  |
| CITY, STATE, ZIP   |  |
| CONTACT PERSON:  | EMAIL:   |
| PHONE #:   | FAX#:  |
| Product(s) and/or Service(s)<br>Used:  |  |
|  |  |
| NAME OF FIRM:  |  |
| STREET ADDRESS:  |  |
| CITY, STATE, ZIP   |  |
| CONTACT PERSON:  | EMAIL:   |
| PHONE#:  | FAX #:   |
| Product(s) and/or Service(s)<br>Used:  |  |
|  |  |
| NAME OF FIRM:  |  |
| STREET ADDRESS:  |  |
| CITY, STATE, ZIP   |  |
| CONTACT PERSON:  | EMAIL:   |
| PHONE #:   | FAX #:   |
| Product(s) and/or Service(s)<br>Used:  |  |
|  |  |

# ATTACHMENT D - SYSTEM PACKAGE PRICING WORKBOOK

|                                 |               |                            | cyrennea     | 1    | 1  |  |  |                  |  |  | Extended      | 1          |     | 1          |    | ı  | 1  | 1    | 1        | 1  | 1  | 1        | ı  |
|---------------------------------|---------------|----------------------------|--------------|------|--|--|--|------------------|--|--|---------------|------------|-----|------------|----|----|----|------|----------|----|----|----------|----|
|                                 |               | Silta Con O                | Cadinity     | \$   | <u>√</u>                                     | • •  |  | Extended Total ¢ |  |  | quantity      | <b>∧</b> 4 | n 0 | x 0        | \$ | \$ | \$ | -⟨γ- | <b>⇔</b> | \$ | \$ | <b>₹</b> | \$ |
| Vendor Name                     |               | Unit Calac Dring           |              | 1    | ,  |  | ,  |                  |  |  | nic sales Fr  |            | 1 3 |            | 1  | r  | 1  | ı    | -        | -  | t  | ŧ        | 1  |
|                                 |               | Discount %                 |              | \$   |  | ⟨ ◊ ⟩  | <u> </u>   | -                |  | )0 (July 10)   | -             | Λ · ·      | 1   | → <b>·</b> | \$ | \$ | \$ | \$   | \$       | \$ | \$ | \$       | \$ |
| Proposer:                       | ooms          | Unit List Price            |              |      |  |  |  |                  |  | reas, Medical Un   | OHILLIST FILE |            |     |            |    |    |    |      |          |    |    |          |    |
| Infrastructure and Camera Units | Control Rooms | Description of Equipment   |              |      | ار,  | <b>1</b>                                       | ۳.   |                  |  | Housing Units, Lobby Areas, Medical Units  |               |            |     |            |    |    |    |      |          |    |    |          |    |
| structure and                   |               | Location or<br>Location ID | Main Control | Room | Sub-Control<br>Room, 5th Floor,<br>Men's Max | Sub-Control<br>Room, 3rd Floor,<br>Women's Max | Sub-Control<br>Room, 1st Floor,<br>Processing Room |                  |  | in the best of the second seco |               |            |     |            |    |    |    |      |          |    |    |          |    |
| Infra                           |               | item<br>#                  | ,            | П    | 2  | က  | 4  |                  |  | Ifem #   | ,             | 2          | m   | 4          | 2  | 9  | 7  | ∞    | 6        | 9  | 11 | 12       | 13 |

|   |       |          | Extended Total |  |
|---|-------|----------|----------------|--|
| ~ | >   · | <b>У</b> |                |  |
|   |       |          |                |  |

**GRAND TOTAL** 

| Pricing Comments | # man |   |   |   |   |   |   |   |   |    |
|------------------|-------|---|---|---|---|---|---|---|---|----|
|                  | 1     | 2 | 3 | 4 | 2 | 9 | 7 | 8 | 6 | 10 |

## ATTACHMENT D - SYSTEM PACKAGE PRICING WORKBOOK

### Support and Maintenance

### Vendor Name

|               |             | Maintenance and Support Services | ipport servic | es        |                         |           |                           |                                  |
|---------------|-------------|----------------------------------|---------------|-----------|-------------------------|-----------|---------------------------|----------------------------------|
|               |             | Price for 1st                    | Price for     | Price for | Price for Price for 4th | Price for | Price for<br>Optional 6th | Price for Price for Optional 5th |
| Item #        | Description | Year                             | 2nd Year      | 3rd Year  | Year                    |           | Year                      | Year                             |
| <del>,,</del> |             | \$                               | - \$          | -<br>\$   | -<br>\$                 | ₩         | -<br>-<br>-<br>-          | <u>٠</u>                         |
| 2             |             | - \$                             | - \$          | -<br>\$   | - \$                    | ٠<br>\$   | \$                        | \$                               |
| 33            |             | - \$                             | -<br>\$       | -<br>\$   | ٠<br>\$                 | ,         | \$                        | \$                               |
| 4             |             | - \$                             | -<br>-<br>\$  | -<br>\$   | - \$                    | -<br>ج    | \$                        | \$                               |
| 5             |             | · \$                             | - \$          | -<br>\$   | - \$                    | · \$      | ٠<br>٠                    | -<br>\$                          |
| 9             |             | - \$                             | ÷ \$          | - \$      | - \$                    | -<br>ج    | \$                        | ,<br>\$                          |
| 7             |             | \$                               | -<br>\$       | -<br>\$   | - \$                    | -<br>\$   | - \$                      | · \$                             |
| ∞             |             | - \$                             | - \$          | - \$      | - \$                    | ·<br>•>   | ٠<br>\$                   | ٠<br>\$                          |
| 6             |             | -<br>\$                          | - \$          | - \$      | - \$                    | - \$      | \$                        | ·<br>\$                          |
| 10            |             | ٠<br>•                           | -<br>\$       | -<br>\$   | - \$                    | - \$      | ,                         | ,                                |

| Pricing Comments |   |   |   |   |   |   |   |   |  |
|------------------|---|---|---|---|---|---|---|---|--|
| Item#            | 2 | 3 | 4 | 2 | 9 | 7 | 8 | 6 |  |

| tenance |
|---------|
| Main    |
| and     |
| port    |
| Sup     |

Vendor Name

10



### Purchasing Team COUNTY OF HUMBOLDT

825 5th Street, Room 112, Eureka, CA 95501-1153 Telephone (707) 268-2544 Fax (707) 445-7299

### LOCAL VENDOR PREFERENCE APPLICATION

Pursuant to the Humboldt County Local Vendor Preference Policy, enacted September 28, 2010, by the Board of Supervisors, a local preference credit of 5% shall be granted to Humboldt County businesses when evaluating bids for supplies, equipment, materials and personal services that are not part of a public works project. Local preferences shall not exceed \$5,000, or the inflation adjusted maximum calculated each year after enactment. In order to qualify for this preference, a vendor must meet <u>all</u> of the following criteria:

- 1. The local business shall have established a place of business within Humboldt County at least six (6) months prior to publication of the call for bids.
- 2. Where state sales tax will be paid for the purchase, the local business must possess a valid resale license from the State Board of Equalization showing evidence of a local business address within Humboldt County. The payment of the local share of the sales tax must go to either to a city located within Humboldt County or to the County of Humboldt. If the local business has more than one office in the State of California, the office located in Humboldt County shall be the point of sale credit for the purpose of sales tax calculation.
- 3. The local business, with business and/or real property tax due to the County of Humboldt, paid such tax to Humboldt County for the most recent tax year. This provision shall not apply to businesses that were not established at that time or where no taxes were due.

Bidders claiming local vendor preference for any Bid, Price Quote, or RFP must submit an Affidavit of Eligibility (see next page) with their bid or quote response, unless an approved affidavit is already on file. Submit completed affidavits via mail or at the following location:

Humboldt County Purchasing Team 825 5<sup>th</sup> Street, Room 112 Eureka, CA 95501-1153



### Purchasing Team COUNTY OF HUMBOLDT

825 5th Street, Room 112, Eureka, CA 95501-1153 Telephone (707) 268-2544 Fax (707) 445-7299

### LOCAL VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY

Complete all areas below. Incomplete forms may be rejected. Submit by mail or in person to the above address.

| 1.0      | LEGAL NAME OF FIRM:   |   |
|----------|---|---|
|          | Mailing Address:  | Physical Address (if different):                            |
|          |   |   |
| 2.       | Year and month your business was established in Hu  |   |
| 3.       | Business License Number issued by County of Hum   | boldt, or Incorporated City within the County:              |
|          | License # Iss   | sued By:  |
| 4.       | For transactions which require sales tax, provide the   |   |
|          | Reseller Permit Number:   |   |
|          | Enter the Company Name and Address as it appears  | on permit:  |
|          |   |   |
|          | <del></del>   |   |
| 5.       | Does your business have more than one office in the   | State of California?  |
|          | Yes No No   |   |
|          | If Yes, specify the office location considered as the p   | point-of-sale for sales tax purposes:                       |
|          |   | <del></del>   |
|          | ·   |   |
| 6.       | Was the local business required to pay business and/ Yes No   | or real property tax for most of the recent tax year?       |
|          | If Yes, did the local business pay any of this tax to H Yes No  | umboldt County?   |
|          |   | ,   |
| acknowle | enalty of perjury, the undersigned states that the foregoing states that any person, firm, corporation or entity intentional y for a local preference shall be prohibited from bidding on l | ly submitting false information to the County in an attempt |
| Authori  | zed Signature:  | Date:   |
| Printed  | Name & Title:   | Phone:  |

### STANDARD TERMS AND CONDITIONS

(Invitation to Bid/ Request for Proposal/Contracts)

### 1. Preparation of solicitations:

- a. Fallure to examine any drawings, specifications and instructions will be at proposer's risk. Unless all information is complete, solicitation may be disregarded.
- b. Original solicitations must be printed in ink . No erasures permitted. Errors may be crossed out and corrections printed in ink adjacent and must be initialed in ink by the person signing the solicitation. In case of error in extension, the unit price will govern. Where faxed solicitations are accepted, original documents must follow within 48 hours of solicitation due date.
- c. Brand names: Any reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Unless the proposer specifies otherwise, it is understood that the proposer is offering a referenced brand item as specified in the solicitation. In case of question, the County reserves the right to have the vendor prove that a substitute offer is equivalent to and meets the quality indicated by the brand name references. The County requires that a proposer offering a substitute must supply descriptive material.
- d. Time of delivery is part of the contract and must be adhered to. Time, if stated as a number of days, shall mean working days.

### 2. Failure to Respond:

Failure to respond or advise the office of the County Purchasing Agent that future invitations for solicitations are desired may result in the removal of your name from our vendor registration list.

### 3. Submission of Solicitations:

Submissions must be signed and sealed, with the solicitation number and address on outside of envelope. All solicitations must be signed with the firm name and by a responsible official or employee. Obligation assumed by such signature must be fulfilled.

### 4. Unfair Practices Act and other laws:

Solicitations shall be in accordance with the Unfair Practices Act (Business & Professions Code Section 17000 et. Seq.) and all other applicable State and Federal laws and regulations, and the Fair Employment Practices Act.

### 5. Taxes, Fees, Expenses, and Extras:

- a. Articles sold to the County are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
- b. Unless otherwise specified by the proposer, the prices quoted should not include California state and local sales and use taxes. When requested, sales and use taxes should be stated separately.
- c. No charge for delivery, drayage, express, parcel post, UPS, packing, cartage, insurance, license fees, permits, cost of bonds, or for any purpose will be paid by the County unless expressly included and itemized in the solicitation.

### 6. Award/Rejection:

- a. Unless the proposer specifies otherwise in his solicitation, the County may accept any item or group of items of any solicitation. The County reserves the right to modify or cancel in whole or in part its solicitations.
- b. The County reserves the right to reject any or all solicitations and to waive informalities in solicitations received.
- c. In determining and evaluating the best quotation, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, suitability of the equipment offered, and any other relevant factors. The Purchase Agent and requesting department shall be the sole judge in the determination of these matters.
- d. Solicitations are subject to acceptance at any time within 30 days minimum after opening, unless otherwise stipulated.
- e. Discounts involving discount periods of less than 30 days will not be included in the price calculation.

### 7. Liens:

The vendor warrants and represents that goods, wares or merchandise offered herein are free and clear from all claims and liens of any nature whatsoever.

### 8. Patent Indemnity:

The vendor shall indemnify, defend and hold harmless the County of Humboldt, its officers, agents and employees from liability of any nature of any kind, including costs and expenses for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract.

### 9. Covenant against Gratuities:

The vendor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the County with a view toward securing the contract or securing the favorable treatment with respect to any determinations concerning the performance of the contract.

### 10. Samples:

Samples of items, when required, must be furnished free of expense to the County and if not destroyed by test, may be returned at the proposer's expense upon request.

### STANDARD TERMS AND CONDITIONS (Invitation to Bid/ Request for Proposal/Contracts)

### 11. Rights and Remedies of County for Default:

- a. In the event any item furnished by the vendor in the performance of the contract should fall to conform to the specifications therefore, or to the sample submitted by the vendor with his solicitation, the County may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the vendor fall, neglect, or refuse so to do, the County shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quality of any such items and to deduct from any moneys due or that may thereafter become due to the vendor the difference between the prices named in the contract and the actual cost thereof to the County. In the event the vendor shall fall to make prompt delivery as specified of any item, the same conditions as to the rights of the County to purchase in the open market and to reimburse set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.
- b. Cost of inspection of deliveries or offers for delivery, which do not meet specifications, will be charged to the vendor.
- c. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

### 12. Liability:

The County shall not be responsible for any damage that may accrue by reason of the death or injury of the person of the vendor's officers, agents, employees, invitees, or licensees, or for any damage to any property of the Vendor, or that may arise or be set up at any time because of personal injury or damage to property sustained by any other person, which may have been caused or contributed to, approximately or remotely, by reason of or in the course of this solicitation. The Vendor shall assume full responsibility for the defense of any claim arising under this solicitation and the Vendor shall indemnify, defend and hold harmless the County, all officers, agents and employees thereof, from all damages, cost, or expenses, in law or in equity because of personal injury, property damage or alleged or actual patent infringements based on the performance of this bid or asserted against it.

### 13. Nuclear-Free Zone Information:

The Nuclear-Free Humboldt County Ordinance prohibits the County from entering into any contracts with any contractor who is knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapon components, as defined in the ordinance. Any contracts or agreements resulting from this solicitation process will contain a provision requiring the Contractor to certify that it is not a Nuclear Weapons Contractor as defined by the Nuclear-Free Humboldt County Ordinance.

### 14. Policy of Nondiscrimination:

The County of Humboldt has a policy of non-dsicrimination, and in accordance therewith, vendor shall not, in connection with this solicitation discriminate against any person, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age, or sexual orientation.



### COUNTY OF HUMBOLDT COUNTY ADMINISTRATIVE OFFICE PURCHASING & DISPOSITION TEAM

825 5th Street, Suite 112, Eureka, CA 95501 Telephone (707) 268-2544 Fax (707) 445-7299 purchasing@co.humboldt.ca.us

February 14, 2019

RFP 19-001-SHF

AMENDMENT #1 - DATE CHANGE

SECTION 7.0 SCHEDULE OF EVENTS - PRE-BID MEETING AND SITE SURVEY and all subsequent references to this meeting

This meeting date is changed to February 26, 2019.



### **COUNTY OF HUMBOLDT**

### COUNTY ADMINISTRATIVE OFFICE PURCHASING & DISPOSITION TEAM

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February 14, 2019

RFP 19-001-SHF

AMENDMENT #2 - MEETING TIME

SECTION 7.0 SCHEDULE OF EVENTS - PRE-BID MEETING AND SITE

SURVEY and all subsequent references to this meeting

This meeting time is 9:00 AM February 26, 2019.



### **COUNTY OF HUMBOLDT**

### COUNTY ADMINISTRATIVE OFFICE PURCHASING & DISPOSITION TEAM

825 5th Street, Suite 112, Eureka, CA 95501 Telephone (707) 268-2544 Fax (707) 445-7299 purchasing@co.humboldt.ca.us

February 20, 2019

RFP 19-001-SHF

AMENDMENT #3 - MEETING LOCATION

SECTION 7.0 SCHEDULE OF EVENTS - PRE-BID MEETING AND SITE

SURVEY and all subsequent references to this meeting

Meeting location is 507 F Street, 2<sup>nd</sup> Floor Eureka

Corner Building located on F Street, Eureka between 5<sup>th</sup> and 6<sup>th</sup> Streets. There is a parking lot across the street if space is available.

Enter Building through F Street entrance titled Department of Health & Human Services. Take stairs or elevator to 2<sup>nd</sup> Floor.

Receptionist will direct you to the Large Mezzanine meeting room.

Meeting time is 9:00 AM February 26, 2019.



### **COUNTY OF HUMBOLDT**

### COUNTY ADMINISTRATIVE OFFICE PURCHASING & DISPOSITION TEAM

825 5th Street, Suite 112, Eureka, CA 95501 Telephone (707) 268-2544 Fax (707) 445-7299 purchasing@co.humboldt.ca.us

March 8, 2019 RFP 19-001-SHF CORRECTIONAL FACILITY SECURITY

AMENDMENT #4 – CLARIFICATIONS AND QUESTIONS & ANSWERS

### Areas of Clarification:

- County received funding for new jail (2-floor building) project with same central system as main building and sub control.
- County will provide approximate numbers of doors, cameras and intercoms for the building addition (30-45 new beds being added).
- Removal of existing old equipment is required.
- Installation of new cameras and equipment will require replacing cabling with new cables.
- Storage In Cloud Storage –proposals may include other technical solutions other than "Cloud-Based Storage".
- Proposals shall include an equipment replacement/upgrade schedule.

### Change of Scope of Work: Additional Camera locations:

- Mental Health Office (Area)
- SWAP-Potential expansion for Fortuna Farm and Wood Lot
- First Floor Minimal
- Recreational Yard some camera's needed. Need hard case. Inmates throw balls at cameras.
- Each dorm only has one camera for covering two tiers all will need one additional camera so there is one on each tier.
- Additional external building coverage to include Admin entrance door

### Questions & Answers:

1. Is the County requiring cloud-based storage?

Answer: Storage does not necessarily have to be cloud-based. County requires the two (2) years' worth of video recordings in storage, in a fashion that is easily accessible (cloud, onsite, or a combination), and 60-90 days of back-up storage

through the County IT Department. The County desires remote access capability for authorized staff and Office Management.

2. At the bottom of Page 3, Section 3.1 - Project Description, it states: "This project will include replacing the current control panel with touch screen technology and equipment linking the control panel to the cameras, doors, intercoms, area lighting, water control and electrical outlets in the areas." Does the County want to replace all components?

Answer: Yes.

Does the County want new PLC's?

Answer: Yes.

3. What is the current software/touchscreen program the County uses, and what version?

Answer: Cimplicity, Version 9.

4. Will County require a VISIO diagram of the system?

Answer: Yes.

5. Will County require the current tapes to be transferred to the new system?

Answer: No. The County will leave the current system running for 60 days after new system is installed, and then kill it off.

6. What is the current Intercom system?

Answer: Analog system built in the 1990's.

7. What is the longest run to the farthest camera?

Answer: It is believed to be 300/330 feet to the new building.

8. Do you have cameras in the elevators?

Answer: Yes.

9. Will you need new cabling in the elevators?

Answer: The County may need to negotiate with the elevator vendor to include cabling in the new elevator contract.

10. What is the card access?

Answer: Sielox. Card is integrated with a separate system.

11. Can the County provide us with a copy of the Cimplicity 9.0 program (HMI program)?

Answer: County will not be able to provide but is available on-line.

12. Where is the video stored?

Answer: In the equipment room; currently stored for 60 days locally and backed up for two years with County I.T.

13. Can we have a final walk-through and bring a technician?

Answer: Final walk-through is scheduled for Friday, March 15 at 0900 hours.

14. Is it the County's intention to replace all the cameras?

Answer: Not necessarily. The County wants to minimize blind spots and maximize coverage. The vendors will include the number and type of cameras in their proposals that would accomplish these.

15.Do you have the exact make and model of the PTZ cameras?

Answer: County has multiple different PTZ picture of one model shown below.

16. Can conduit be run in the outside wall?

Answer: Yes.

17. Can the County provide blueprints for the existing facility?

Answer: Yes.

18. Can the County provide blueprints for the new facility?

Answer: No.

19. Do you want the vendor to service and maintain the locks?

Answer: County will entertain this, as it is a benefit for the County. You may include this in your proposal as a secondary add not in the scope of the original bid.

20. Do you have call-ups in every door?

Answer: No. We do have them in most of the doors.

21. Can the County provide camera call-ups count?

Answer: No. At this time the county is working on solutions to provide to potential bidders on secondary walk-through.

22. Does the County require the capability to read license plates in the sally port?

Answer: No.

23. Does the County require night vision-type cameras for the outside?

Answer: Yes.

24. Can the County provide a picture of the back of an intercom station and the field wire that is attached to it?

Answer: Yes. Picture below



25. Can the County provide floor layout drawings showing where the various devices are located?

Answer: At this time the facility is unable to provide floor layouts where the devices are located. The county is working towards at a minimum providing floor plans for review at a secondary walk-through scheduled for March 15, 2019 at 0900 hours.

26. Can the County provide an approximate number of workstation, doors, intercoms, and cameras needed for upcoming building addition?

Answer: At this time the facility is unable to provide exact numbers as the finalized plans for the building have not be finalized the approximate number for each of those items is: 1 touchscreen work stations (similar to the 3 workstations currently supplementing the main central control) 1 camera control unit with monitor, 35 additional cameras, 33 doors controlled (external doors controlled by Central control, interior doors controlled by the supplementing touchscreen work station), 70 intercoms.

### Additional Walk Through:

For those companies that attended the initial Pre-Bid Questions and Walk-Through we will be providing a 2<sup>nd</sup> one on <u>Friday March 15<sup>th</sup> at 0900</u>. This will allow the interested bidders to review floor plans of the current building, bring their support teams and see building to get a scope of what the job would entail.