

RFP 09-02

Issued by:
Shasta County Department of Support Services
Purchasing Division
1450 Court Street, Suite 348
Redding, CA 96001

Date Issued: December 30, 2009

Reference: Consulting services/project manager for acquisition and implementation of a Shasta County Automated Fingerprint Identification System ("AFIS").

Closing Date: February 1, 2010 @ 2 p.m.

INTRODUCTION.

The County of Shasta through its Sheriff's Office, invites responses to a Request for Proposal ("RFP") to provide consulting services/project manager for acquisition and implementation of a Shasta County Automated Fingerprint Identification System ("AFIS").

DEFINITIONS.

For the purposes of this Program Overview and this RFP process, the following definitions apply:

Contract means the written agreement between the County and the Responder selected to provide consulting services/project manager for acquisition and implementation of a Shasta County AFIS.

Contractor means the person(s) or entity who/that enters into the Contract to provide consulting services/project manager for acquisition and implementation of a Shasta County AFIS.

- Proposal means the written submission to the County in response to this RFP.
- Responder means any person or entity submitting a Proposal.
- RFP (Request for Proposal) means this invitation to submit a Proposal to provide consulting services/project manager for acquisition and implementation of the Shasta County AFIS.

BACKGROUND AND PURPOSE.

The Shasta County RAN Board and Integrated Public Safety System (IPSS), representing the Anderson and Redding Police departments and Shasta County Sheriff office, are seeking a project manager / consultant to administer the acquisition of a shared AFIS. An AFIS would provide local storage and server functions for electronic fingerprint data captured locally from seven live scan fingerprint devices currently in service. Additional interfaces and services for the AFIS would include network connected Latent ID workstation(s), additional access via service work stations, integration of locally data-based booking photos and mobile fingerprint identification devices.

FUNDING.

The County anticipates funding of approximately \$750,000 for the entire project. The cost of the consultant/project manager is included in this amount.

PROGRAM PLAN & SCOPE OF WORK.

For purposes of this RFP, IPSS is seeking a consultant to assist IPSS in creating a well-organized RFP for acquisition of a county-wide AFIS Project serving the Redding and Anderson Police departments, the Shasta County Sheriff office and potentially other justice and law enforcement entities within Shasta County. The possibility of future expansion to a Regional AFIS, serving counties surrounding Shasta, shall also be considered during the initial planning phases. The Project would consist of a primary AFIS server providing storage and processing of fingerprints. Functions of the AFIS would include providing latent print matching, remote/mobile ID capability, workstation access for view / print, archival storage, mug photo integration, potential for cross-search interfacing to existing data systems. Additionally, the Project would include latent print ID workstation(s) with ability to edit latent prints, submit to local AFIS for potential matches and also submit to FBI and state AFIS' to search for matches of submitted latent fingerprints against those stored on an AFIS.

Expected activities of Consultant include but are not limited to:

1. Conducting an IPSS needs assessment.
2. Research into new features and capabilities of AFIS technology.
3. Development of an RFP or Contract.
4. Management of RFP or Contract process.
5. Evaluation of responses to the RFP or Contract.
6. Managing of contract negotiations with selected vendor.
7. Management of delivery, installation and acceptance of final product(s).
8. The process of developing a project scope would include identifying additional capabilities and uses of an AFIS beyond those already identified by IPSS.
9. The Consultant will ensure all required elements of the Project are included in the final Contract.
10. Consultant is expected to work closely with the IPSS Project Coordinator and designated Project Team Members.

The current status of the Project is preliminary research into existing technology has been conducted and financial resources have been identified.

The Contractor must:

- Provide a brief overview of Consultant's history and qualification.

- Relative to the Project; provide a detailed narrative describing specific approaches, abilities and methods to be used for various elements of the Project.
- Outline anticipated Project tasks and expected duration for each.
- Provide a project schedule draft estimating a timeline for project tasks and estimated time frame for project completion.
- Provide documentation of any previous experiences with similar type projects. Include dates, references and contact information.
- Provide relevant resumes of personnel to be assigned to the project.
- Disclose any association or affiliation with hardware and/or software vendors marketed toward law enforcement. Disclose any involvement and/or capacity in which you or an affiliate acts as a reseller for products marketed to law enforcement. Provide statement of independence from such affiliations.
- Provide statement of ability to produce project deliverables according to proposed schedule and/or proposed alternate schedule with documented reasons for proposed alternate schedule.
- Provide pricing for proposal based on scope of project, proposed methodology, and anticipated time frame/schedule for each of the project deliverables.
- Specify if pricing is fixed, time and expense-based or a combination thereof.
 - ❖ For fixed pricing provide the exact services included and excluded.
 - ❖ If pricing will be on a time/expense basis, provide a detailed breakout of anticipated activity, the generated cost and frequency of each.
 - ❖ All pricing must be valid for a period of 120 days from the closing date of the RFP.
- *Note: It is the intent of IPSS and the County to avoid and/or limit any time and expense based activity to prevent cost overrun for Consulting Services.*

PERFORMANCE OUTCOME MEASURES AND EVALUATION.

As part of the process used to select the Contractor, the County will assess the methods whereby a Responder intends to measure and evaluate the extent to which the services to be provided have actually been delivered. Those methodologies must be included in the Proposal. Examples of such methodologies include, but are not limited to, sample work plans, timetables for targets, and evaluations by the recipients of services, a schedule for self-evaluations, and a schedule of County evaluations.

REPORTING REQUIREMENTS.

The Contract will require, among other duties and responsibilities, the submission of a written annual report, which must include at least the following:

- a. Evaluation of services;

- b. Analysis of progress toward previously established goals and outcomes;
- c. Specialized training and curriculum development; and
- d. Meeting activities, identified issues and responses, developing issues, and opportunities.

RFP PROCESS & GENERAL INFORMATION

SUBMISSION OF PROPOSALS.

A Responder may submit more than one Proposal. Each Proposal must be submitted in a separate, sealed envelope, plainly marked "Response to RFP 09-02" and must be delivered to:

Shasta County Department of Support Services
Purchasing Division
Attn: Diane White, Senior Buyer
1450 Court Street, Suite 348
Redding, CA 96001

Proposals must be received on or before 2 p.m. on February 1, 2010. Late Proposals will not be considered. One original and three unbound copies of each Proposal must be received. Failure to submit the proper number of copies may result in rejection of the Proposal. No faxes or emails accepted.

PROPOSAL FORMAT & CONTENT.

Each Proposal must include the following:

1. A Statement of Experience, see **Attachment B**.
2. For Proposals by individuals, a current resume or curriculum vitae for each individual.
3. A description of the proposed consulting services/project manager for acquisition and implementation of a Shasta County Automated Fingerprint Identification System, including but not limited to:
 - A description of each of the services to be provided;
 - A description of the personnel to be used in providing each of the services;
 - A description of the particular results to be achieved by each service; and
4. A schedule/timeline for the implementation of each element of the services to be provided as identified in the Proposal.
5. An outline of the research conducted in drafting the Proposal and an explanation of how the amount of the each budget item was determined.

6. Copies of insurance policies, binders, or certificates evidencing the following insurance coverage:
 - Comprehensive general liability (including auto and non-owned auto, bodily injury and property damage): \$1,000,000 combined single limit; and
 - Workers' Compensation: Statutory levels.
7. A certification that all statements in the Proposal are true, and an acknowledgment that if the Proposal contains any false statements, the County may declare the Contract made as a result of the Proposal to be void.

SELECTION PROCESS.

If only one Responder submits a Proposal, the County may, at its sole discretion, enter into negotiations with that Responder to provide consulting services/project manager for acquisition and implementation of a Shasta County Automated Fingerprint Identification System or it may reject that Proposal.

Should more than one Responder submit a Proposal, the following evaluation process will be used to select the Contractor.

EVALUATION CRITERIA AND PROCEDURE.

The Contract, if awarded, will be awarded to the Responder submitting the Proposal deemed, by the County, in its sole discretion, to be most advantageous. The factors to be considered in the evaluation of each Proposal are as follows:

	Points
Technical Approach/Understanding of Project	20
Relevant prior experience(s)	15
Familiarity with project scope	10
References	15
Consultant(s) resumes	10
Independence from vendor associations	05
Pricing	25
Total Points	100

Responses should include copies of standard, applicable contracts for the services requested in the RFP and proposed in the response.

Responses will be reviewed by the IPSS Project Coordinator, Development Manager and RAN Board representatives.

IPSS requests formal responses addressing, in detail, each the elements listed.

After receiving the Proposals, the County may schedule interviews with some or all of the Responders, and will, in any event, establish a ranking list of the Responders evaluated. The Responder receiving the highest ranking will be asked to enter into the Contract negotiation stage.

If an agreement to enter into a Contract cannot be reached with the Responder receiving the highest ranking, then the negotiations with that Responder will be terminated. Negotiations will then be opened with the next ranked Responder and the process repeated, or the County may elect to reject all submitted Proposals and terminate this RFP process. Once negotiations with a particular Responder are terminated, the County will not reopen negotiations with that Responder.

LOCAL PREFERENCE.

Unless otherwise stated in the specifications of the RFP, or unless prohibited by law, a five percent preference not to exceed \$10,000.00 shall be granted to qualified Responders. To qualify for local preference, a Responder must either submit a copy of a current city business license, issued by a city within the geographical boundaries of the County of Shasta, or complete and sign a declaration under penalty of perjury, stating that as of the date the RFP was issued, the Responder's business was physically maintained and operated at a fixed office or other business premises located within the geographical limits of the County of Shasta, and providing such other information as may be requested by the County.

USE AND DISCLOSURE OF PROPOSALS.

The County reserves the right to retain all Proposals that are submitted and to use any ideas in a Proposal regardless of whether a Proposal results in a Contract to provide the consulting services/project manager for acquisition and implementation of a Shasta County Automated Fingerprint Identification System ("AFIS").

- ❑ All Proposals will become the sole property of the County of Shasta. At such time as a Responder agrees to enter into a Contract with the County, or the County decides to terminate this RFP process without entering into a Contract, all Proposals and related documents become a matter of public record, with the exception of those parts of a Proposal which are trade secrets, as that term is defined by statute. If any part of a Proposal contains any trade secrets that the Responder does not want disclosed to the public, the Responder shall mark that part of the Proposal as a "trade secret." The County, however, shall not in any way be liable or responsible for the disclosure of any Proposal or any part thereof if disclosure is required under the Public Records Act (Government Code, Section 6250 et seq.) or pursuant to law or legal process. In addition, by submitting a Proposal, a Responder agrees to save, defend, keep, bear harmless, and fully indemnify the County of Shasta, its elected officials, officers, employees, agents, and volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise or be set up for not disclosing a trade secret pursuant to the Public Records Act.
- ❑ Initiation of this invitation and RFP process do not commit the County to finalize a Contract or to pay any costs associated with the preparation of any Proposal, nor to enter into a Contract with the Responder submitting the least costly Proposal.
- ❑ The County reserves the right, in its sole discretion:

- to accept or reject any or all Proposals, or any part thereof;
 - to reject any Proposal for failure to submit the Proposal in conformity with the requirements, or the terms and conditions, of this RFP;
 - to waive informalities and irregularities in a Proposal, or to waive any deviations from the requirements or specifications of this RFP that are included in any Proposal, if deemed to be in the best interest of the County;
 - to negotiate with qualified Responders; or
 - To cancel in part or in its entirety this invitation and RFP process.
- The County shall consider any protest or objection regarding the award of a Contract pursuant to this RFP, whether submitted before or after the award, provided that it is submitted in writing and received by the Purchasing Department within 10 days of the award notice. The County's notice of intent to award a Contract shall be mailed to each Responder at the address specified in the Proposal, and shall be deemed received three days after mailing. This RFP process shall extend until the date stated on the County's written notice of intent to award a contract or the date stated on the County's written notice of cancellation of this RFP process that will be issued to Responders.
 - Unless the Responder provides all information required by this Program Overview and pursuant to this RFP process, the Proposal may be rejected and given no consideration. Any Responder attempting to influence this RFP process by interfering or colluding with other Responders or with any County employee may be disqualified.
 - Any Responder submitting a Proposal understands and agrees that submission of his/her/its Proposal shall constitute acknowledgment and acceptance of, and intent to comply with, all the terms and conditions contained in this Program Overview and RFP. The determination of the compliance with the terms and conditions of this RFP shall be in the County's sole judgment and its judgment shall be final and conclusive.
 - The County shall not be liable for any costs of work performed in the preparation and production of a Proposal, or for any work performed prior to the formal execution of a Contract. By submitting a Proposal, the Responder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the terms and conditions of this RFP, or because of any misinformation or lack of information.
 - In the event it becomes necessary to revise any part of this RFP, an addendum will be provided by Email. Your email address must be included on the RFP response.

INQUIRIES.

To make inquiries regarding this RFP, contact:

Marty Visser, Project Integration Specialist
 Shasta County Department of Sheriff
 1525 Court Street
 Redding, CA 96001
 Phone: 530.225.5287
 E-Mail: mvisser@co.shasta.ca.us

Diane White, Senior Buyer
 Purchasing
 1450 Court Street, Suite 348

Redding, CA 96001
Phone: 530.225.5346
E-mail: dwhite@co.shasta.ca.us

Responders may contact only the individuals identified above and are specifically directed not to contact other County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to comply with the preceding sentence may result in a Responder being barred from consideration under this RFP. No questions regarding this RFP will be answered by other County staff. County responses to timely questions will be distributed to all known potential Responders.

CONTRACT INFORMATION

If the County chooses to fund and proceed with the consulting services/project manager for acquisition and implementation of a Shasta County Automated Fingerprint Identification System, it will enter into a Contract with the selected Responder. Attached to this RFP (**Attachment C**) is a copy of the County's current contract for consulting services/project manager for acquisition and implementation of a Shasta County Automated Fingerprint Identification System. It is contemplated by the County that the current contract will serve as template/guide for the Contract to be executed between the County and selected Responder. However, the specific terms agreed to between the County and the selected Responder are subject to negotiation and may differ from the current contract. Nevertheless, at a minimum, the Contract will comply with the County's requirements and may include the following components:

- ❑ Provisions relating to insurance and indemnification, reporting, and record keeping.
- ❑ A provision that the Contractor will indemnify the County of Shasta and maintain insurance with certain specified coverage limits and naming the County, its elected officials, its officers, agents, employees, and volunteers as additional insureds.
- ❑ A reporting provision requiring inclusion of a description of individual client characteristics, demographic information, services description, and outcome information.
- ❑ A provision that the County will require the Contractor to submit a detailed budget and budget narrative in which line items are identified as Contract period costs and, where applicable, hourly or limit of service costs are also specified. The budget must also indicate direct and indirect costs and profit, if applicable. In addition, the budget must follow cost principles and accounting standards, dependent on the type of agency or individual submitting the budget, as outlined in the following sentence.
- ❑ A provision requiring that any submitted budget must comply with, and conform to, the Office of Management and Budget of the Executive Office of the President of the United States ("OMB") Circulars No. A-21, No. A-87, and No. A-122, as well as the Code of Federal Regulations, as applicable.
- ❑ A provision stating that the Contractor shall be construed to be an independent contractor and nothing in the Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the County to exercise discretion or control over the professional manner in which the Contractor performs the services which are the subject matter of the Contract, provided however, that the services to be provided must be

provided in a manner consistent with the professional standards applicable to such services. In addition, the Contract may provide that the Responder shall be fully responsible for payment of all taxes due which would be withheld from compensation if the Responder were a County employee, and that the County shall not be liable for deductions for any amount for any purpose from the Responder's compensation. Furthermore, the Contract may provide that the Responder shall not be eligible for coverage under the County workers' compensation insurance plan nor shall the Responder be eligible for any other County Benefit.

- A provision that the Contractor comply with all applicable federal and state laws, including the Social Security Act, the Civil Rights Act, the Clean Air Act, applicable federal regulations, the State Energy Efficiency Plan, the Welfare and Institution Code, Section 508 of the Clean Water Act (33 O.K. §1368), Executive Order 11738, Environmental Protection Agency Regulations (40 I.E. Part 15), and the confidentiality provisions of Section 10850 of the Welfare and Institutions Code and Division 19 of the California State Department of Social Service Manual of Policies and Procedures.
- A provision that the Contractor not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, religion, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.
- A provision that the Contractor not subcontract any services without the prior written consent of the County.

INDEMNIFICATION AND INSURANCE REQUIREMENTS.

The Contract will include indemnification and insurance provisions similar to the following:

Indemnification.

The Contractor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by the County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of the County) being damaged by the negligent acts, willful acts, or errors or omissions of the Contractor or any of the Contractor's subcontractors, any person employed under the Contractor, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the County. The Contractor shall also defend and indemnify the County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify and hold harmless the County with respect to the Contractor's "independent contractor" status that would establish a liability on the County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

Insurance.

- A.** The Contractor and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this

agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the County.

- B.** The Contractor and any subcontractor shall obtain and maintain continuously Workers' Compensation and Employer's Liability Insurance to cover the Contractor, subcontractor, the Contractor's partner(s), subcontractor's partner(s), the Contractor's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by the Contractor or subcontractor. The Contractor hereby certifies that he/she/it is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and the Contractor will comply with such provisions before commencing the performance of the work of this agreement.
- C.** The Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of the Contractor pursuant to this agreement.
- D.** With regard to all insurance coverage required by this agreement:
1. Any deductible or self-insured retention exceeding \$25,000 for the Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 2. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, the Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the agreement and continue coverage for a period of three years after the expiration of the agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, the Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of the agreement.
 3. All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names Shasta County, its elected officials, officers, employees, agents and volunteers as an additional insured and provides that coverage shall not be reduced or canceled without 30 days written prior notice certain to the County. The Additional Insured coverage shall be equal to Insurance Service Office endorsement CG 20 10 for ongoing operations, and CG 20 37 for completed operations.
 4. Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
 - b.** Separately to each suit insured against whom a claim is made or suit is brought.”
 - 5.** The Contractor shall provide the County with an endorsement or amendment to the Contractor’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - 6.** The insurance required herein shall be in effect at all times during the term of the agreement. In the event any insurance coverage expires at any time during the term of the agreement, the Contractor shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of the agreement, the County may, in addition to any other remedies it may have, terminate the agreement upon the occurrence of such event and pay in full all contractual invoices for work completed prior to expiration of insurance.
 - 7.** If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, the Contractor shall provide the County a certificate of insurance reflecting those limits.
- E.** The Contractor understands, acknowledges, and agrees that the County is self-insured with respect to its automobile and general liability exposures and shall remain self-insured throughout the term of this agreement.

STATEMENT OF EXPERIENCE

SECTION A

Business Name: _____ Phone: _____

Address: _____ Email _____

Address: _____

City: _____ State: _____ ZIP: _____

Business Status:

Non Profit Corporation Corporation General Partnership Limited Partnership

Sole Proprietorship Other: _____

Name and title of officer or owner authorized to sign this proposal and any contract with the county that may result.

Name: _____ Title: _____

SECTION B

Number of years in business under present business name?: _____

Other Business Name(s): _____

Number of years under prior name?: _____

SECTION C

Number of years experience providing required, equivalent, or related services?: _____

SECTION D

Contracts completed during the last five years?

Agency	Year	Services	\$ Amount	Location	Contracting
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1. _____

2. _____

3. _____

(Add additional pages if needed)

SECTION E

Have you, or your agency failed or refused to complete a contract? Yes No

If yes, explain: _____

(Add additional pages if needed)

SECTION F

Do you or your agency hold a controlling interest in any other organization, or is this agency or business owned or controlled by another organization or agency? Yes No

If yes, explain: _____

(Add additional pages if needed. Section F does not apply to government agencies.)

SECTION G

Do you, or does your agency, hold or have a financial interest in any other business? Yes No

If yes, explain (unless you are the individual personally performing contracted services or a governmental agency):

(Add additional pages if needed)

SECTION H

Names of persons with whom you or your agency have been associated in business as partners or business associates in the last five years. (Governmental agencies are exempt)

(Add additional pages if needed)

SECTION I

Explain any litigation involving you, your agency, or any principle officer(s) thereof.

(Add additional pages if needed)

SECTION J

Provide a description of experience in the services to be provided, and the experience of principle individuals who will be performing services.

(Add additional pages if needed)

SECTION K

List of major equipment to be used for the direct provision of services.

(Add additional pages if needed)

SECTION L

Please attach a copy of your most recent audited financial statement, for a fiscal period not more than 18 months old at time of submission, by an independent certified public accountant.

See California Department of Social Services, Manual of Policies and Procedures, Section 23-610 (c) (15)(L) for full details of this requirement.

SECTION M

Please attach a copy of the most current financial statement.

Do you or your agency agree, at the request of the County, to provide letters of credit, and guarantor letters from related entities? Yes No

SECTION N

Please provide a list of commitments, and potential commitments which may impact assets, lines of credit, guarantors letters, or otherwise affect your or your agency's ability to perform.

(Add additional pages if needed)

SECTION O

If the nature of the services requires business or professional licenses, are such licenses held by you and/or your agency and its staff? Yes No

Please list each required business or professional license.

License Number	Type	Expiration Date
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SECTION P

Do you and your agency agree to provide additional information as required by the County to make an informed determination of qualifications? Yes No

SECTION Q

Do you and your agency agree to permit the County, State and Federal governments to audit financial and other records pertinent to the services to be provided? Yes No

By signing this Statement of Experience, you are certifying that all information provided on this form and contained within your proposal are true, and you acknowledge that if the proposal contains any false statements, the County may declare any contract or agreement made as a result of the proposal to be void.

Signed: _____ Date: _____

Title: _____ Email Address: _____

[APPROVED STANDARD FORMAT]
[See Policy 6-101, section 5.17, for instructions for use of this form.]

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
[KEYBOARD <1>]**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California [KEYBOARD <2>] (“County”) and [KEYBOARD <3>] (“Consultant”) for the purpose of [KEYBOARD <4>].

[KEYBOARD <5>]

1. RESPONSIBILITIES OF CONSULTANT.

Pursuant to the terms and conditions of this agreement, Consultant shall [KEYBOARD <6>]

[If the scope of work includes preparation of a document or written report and the total cost of the work is more than \$5,000, mark the preceding description of the Consultant’s services as paragraph A and add the following paragraph; otherwise delete:]

[“B. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: “This [document or report] is one of [number] produced under this agreement.”]

2. RESPONSIBILITIES OF COUNTY.

County shall compensate Consultant as prescribed in sections [3] and [4] of this agreement [KEYBOARD <7>] and shall monitor the outcomes achieved by Consultant.

3. COMPENSATION.

Consultant shall be paid [KEYBOARD <8>] for the services described in this agreement.

4. BILLING AND PAYMENT.

Consultant shall submit to [KEYBOARD <9>] within five days after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. [KEYBOARD <10>] County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.

5. TERM OF AGREEMENT.

This agreement shall commence as of the date it has been signed by both [all] parties and shall end [KEYBOARD <11>].

[If the contract term is longer than one year, delete the above sentence and substitute:]

["The initial term of this agreement shall be for one year [or specify shorter period] beginning [date or "as of the date it has been signed by both [all] parties"] and ending [date]. The term of this agreement may be extended by County for one [or two] additional one-year term [terms] [[or] shall be automatically renewed for one [or two] additional one-year term [terms] at the end of the initial term], under the same terms and conditions [if compensation increases after the first year, insert here, "except as provided in section [3]," unless either party gives 30 days' written notice not to renew. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall terminate as of June 30 of the last fiscal year for which funds for this agreement were appropriated. County shall notify Consultant in writing of such non-appropriation at the earliest possible date."] or ["The base term of this agreement shall be [period], beginning [date] and ending [date], provided that County may exercise one [or two] one-year option[s] to renew after the base term, under the same terms and conditions [describe exceptions] by notifying Consultant of such exercise, in writing, before the end of the term."]

6. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on <KEYBOARD 12> days written notice to Consultant.

- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by [KEYBOARD <13>].
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and [KEYBOARD <14>], as long as the parties use the County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

9. EMPLOYMENT STATUS OF CONSULTANT.

[If Consultant is determined pursuant to section 5.5 of Policy 6-101 to be an independent contractor, insert the following:]

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

[If Consultant does *not* qualify as an independent contractor for tax purposes per section 5.5, use the following instead of the foregoing:]

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor. Nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Notwithstanding Consultant's status as an independent contractor, County shall withhold from payments made to Consultant such sums as are required to be withheld from employees by the Federal Internal Revenue Code, the Federal Insurance Compensation Act, the State Personal Income Tax Law, and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding County's liability under said laws and does not abrogate Consultant's status as an independent contractor as described in this agreement.

[If Consultant is an out-of-state independent contractor, add:]

County shall withhold seven percent of all income paid to Consultant under this agreement for payment and reporting to the California Franchise Tax Board because Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

10. INDEMNIFICATION.

Consultant shall defend, hold harmless, and indemnify Shasta County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of the Consultant or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

[If professional liability coverage is required, add the following paragraph:]

For professional services provided under this agreement, Contractor [or Consultant] shall indemnify, defend, and hold harmless County, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement or from recklessness or willful misconduct.

[KEYBOARD <15>]

11. INSURANCE COVERAGE.

- A. Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code,

which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or services prescribed in this agreement.

[KEYBOARD <16>]

- C. [For contracts with state-licensed architects, engineers, consultants, counselors, attorneys, accountants, clinics, medical providers, and other “professionals” who are licensed by the State of California to practice a profession, add: “Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.”]
- C. [For contracts for pest control; weed abatement; environmental testing; well monitoring; asbestos removal or testing; fueling; transfer station operation; or the collection, transportation, or disposal of toxic, hazardous, or infectious waste, add: “Consultant shall obtain and maintain continuously a policy of Contractor's Pollution Liability, Environmental Impairment Liability, or Hazardous Waste Liability Insurance, with limits of liability of not less than \$1 million per occurrence.”]
- C. [For contracts for aircraft/airport operations, add: "Consultant shall maintain continuously a policy of Hangarkeepers' Liability Insurance, with limits of no less than \$1 million per occurrence and \$2 million aggregate." For fixed base operations, flight schools, flying clubs or fueling or refueling operations at airports, add: "Consultant shall maintain continuously a policy of Comprehensive Airport Liability Insurance for bodily injury (including death) and property damage including owned and non-owned aircraft coverage of \$1 million per occurrence and \$3 million aggregate."]

[C or D.] Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.

[D or E] With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail

coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance that names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days' written prior notice certain to the County*. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Consultant shall provide the County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.

12. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

14. ACCESS TO RECORDS/RETENTION.

County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder.

15. CONSULTANT'S COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully

served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

16. LICENSES AND PERMITS.

Consultant shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

17. PERFORMANCE STANDARDS.

Consultant shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's services.

18. CONFLICTS OF INTEREST.

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

19. NOTICES.

A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: [KEYBOARD <17>]

If to Consultant: [KEYBOARD <18>]

B. Written notice shall be deemed to be effective two days after mailing. Any oral notice authorized by this agreement shall be deemed to be effective immediately.

20. AGREEMENT PREPARATION.

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this agreement within the meaning of Civil Code section 1654.

21. COMPLIANCE WITH POLITICAL REFORM ACT.

Consultant shall comply with the California Political Reform Act (Government Code sections 87100, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code section 53234 *et seq.*

[KEYBOARD <19>]

[Insert and number any of the following paragraphs which apply and give each a section number, then renumber the subsequent numbers:]

[CONFIDENTIALITY.

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.]

[CONFIDENTIALITY OF PATIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement. [Mental Health agreements.]

[CONFIDENTIALITY OF CLIENT INFORMATION.

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. [Social Services agreements.]

[HIPAA ADDENDUM.

Attached to this agreement, and incorporated by reference, is an Addendum that constitutes a Business Associate Agreement as required by the federal Health Insurance Portability and Accountability Act.]

[SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.]

[USE OF COUNTY PROPERTY.

Consultant shall not use County premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.]

[22.] SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

[KEYBOARD <20>]

[If the Chair will sign the contract, add:

ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

[If the Chair will sign the contract, or if County Counsel or Risk Manager review is required by policy 6-101, add:

Approved as to form:

RISK MANAGEMENT APPROVAL

MICHAEL A. RALSTON
Interim County Counsel

By: _____

By:

CONSULTANT

Date: _____

By: _____
<KEYBOARD <21>] _____
Tax I.D.#: [KEYBOARD <22

