



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

**REQUEST FOR QUOTES (RFQ) TO PROVIDE
ELECTRONIC MONITORING DEVICES**

RFQ Number	RFQ 21-11
Release Date	January 7, 2021
Questions Deadline	January 21, 2021 at 2:00 PM
Link to Questions & Answers	Questions/Answers linked here.
RFQ Closing Date	Thursday, February 4, 2021
RFQ Closing Time	2:00 PM
Hard Copy Submittal Location	Shasta County Department of Support Services Purchasing Division 1450 Court Street, Suite 348 Redding, CA 96001
Electronic Submittal Address	Via Public Purchase Linked Here
RFQ Contact	Tommy Talkington Agency Staff Services Analyst - Confidential (530) 225-5093 trtalkington@co.shasta.ca.us

REQUIREMENTS FOR SUBMITTALS

- Responses may be submitted either on paper or electronically.
- Response must include: one (1) original and three (3) copies in hard-copy form or one (1) electronic PDF version of the Quote.
- Response must be submitted in a sealed envelope and clearly marked "Response to RFQ 21-11". If submitting electronically, please title the PDF "Response to RFQ 21-11".
- Response must be signed, dated, and received by the Purchasing Division either physically or electronically by the RFQ Closing date and time stated above. Late submittals will not be considered.
- Responses received via fax and email will not be considered.

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I. OVERVIEW

The County of Shasta, through its Department of Support Services, Purchasing Unit, invites responses to a Request for Quotes (RFQ) to provide firm fixed price quotes from providers specializing in technology and services designed to track and monitor offender movement through Global Positioning Satellite (GPS) technology and/or continuously remotely monitor, measure, record, and communicate alcohol levels ingested through the uses of transdermal electronic systems and software to ensure offender compliance with court-orders. These services may be used as needed by all County agencies, including the Shasta County Probation Department and the Shasta County Sheriff's Office.

The anticipated number of adult and juvenile offenders to be monitored and tracked on a continuous basis may range from one to 200 offender(s). However, the County will be under no obligation to maintain a minimum or maximum number of offenders on the system.

The successful responder shall provide the County with all equipment (hardware and software) necessary for the monitoring and tracking services.

Quotes will only be considered from companies that have an established reputation in the electronic monitoring field.

Each quote shall be accompanied by a set of "contractor's specifications" that indicate size, type, make, and model of all components.

II. MINIMUM QUALIFICATIONS

Responders shall meet the following criteria in order to be eligible for this contract:

1. The responder shall provide proof that their agency has been providing similar services for at least three years.
2. The responder shall have at least three years recent experience with Active GPS offenders tracking and monitoring services.
3. The responder shall have a 24/7/365 monitoring facility in which the phone number is answered at all times by a human being (not a computer, recording, or other non-live mechanism).

III. SCOPE OF WORK

All quotes must be made on the basis of, and either meet or exceed, the requirements contained herein. All responders must be able to provide:

1. General System Requirements

- a. The system, at a minimum, shall be capable of electronically monitoring and tracking an offender's presence or absence from locations that may be specified during specific periods. The system shall also record the offender's recent movements. The monitoring/tracking base system shall be a continuous signaling, GPS portable, tracking unit capable of reporting in real time the continuous location of offenders (active).
- b. The equipment provided by the Contractor shall include a wearable GPS tracking device for offender monitoring under ISO 9000 Certification Standards for quality control.
- c. The monitoring equipment provided by the Contractor shall be of the latest technology available from the manufacturer.
- d. The monitoring equipment shall have the capability to identify the offender assigned to each individual unit.
- e. The monitoring equipment shall use standard telephone lines, Long Term Evolution (LTE), cellular, or similar means to communicate between the individual GPS tracking devices and the monitoring center. All telecommunications charges shall be included in the daily unit cost.
- f. Some offenders placed into this program may reside in areas that have technical or geographical limitations. The Contractor shall make available the technology for offenders to be monitored. This technology shall include landline telephone services, which shall be installed at no additional cost to the County or the offender.
- g. If the Contractor is not the manufacturer of the equipment to be used in this Contract, then the Contractor shall ensure that the equipment is under warranty and enter into a maintenance agreement to include equipment repair with the manufacturer at the Contractor's expense. If the Contractor is the manufacturer of the equipment, it shall provide extended warranty and routine maintenance and repair of its equipment with no additional cost to the County.

- h. The Contractor's equipment shall be upgradeable, and the County shall receive from the Contractor all new revisions, as they become available, at no additional cost to the County.
- i. The Contractor shall provide any warranty and routine maintenance and repair of its equipment at no additional cost to the County, for the term of the contract.
- j. The Contractor shall be responsible for making the transition from the system under the current Contract to the new system. This transition will include: (1) coordination with the existing Contractor on the date and time of the changeover to the new system; and (2) initial data entry of identification and curfew information for all offenders being monitored at the time of the transition.
- k. If the equipment or software supporting the equipment ceases to be supported or manufactured during the term of this Contract, Contractor shall replace the equipment and software at no additional cost to the County.

2. GPS Tracking Unit(s)

- a. The Contractor shall provide F.C.C. certified monitoring unit (Portable GPS Tracking Unit) that transmits data on the offender's monitoring status to a central monitoring system/facility operated by the Contractor, or directly to the supervising case manager. The Contractor shall provide the County the option of using either a one-piece or two-piece unit. Both units must enable County personnel to communicate with the offender through the unit (e.g., by voice, tone, vibration, light-emitting diode (LED), liquid-crystal-display (LCD)).
- b. The GPS tracking unit shall include an internal clock and a memory to store data if communication with the monitoring center is disrupted. If communication with the monitoring center is disrupted, the monitoring unit shall transmit stored data to the monitoring center of case manager as soon as communication is restored.
- c. The Contractor shall provide written instructions to the County on how to install/affix tracking units to offenders and how to service the units.
- d. The GPS tracking unit shall be equipped with a location verification feature and a tamper notification system that alerts the monitoring center or County case manager of any attempts to enter the unit or alter the routine operation of the unit.
- e. The GPS tracking unit shall be lightweight and waterproof within industry standards.

- f. The GPS tracking unit shall be tamper-resistant.
- g. The portable tracking unit shall collect GPS location points at a rate greater than one point per minute. All location points shall be dated electronically, time stamped, and synchronized using the GPS.
- h. The GPS tracking unit shall report at a minimum the following status data:
 - AC Loss;
 - Transmitter Tamper;
 - Transmitter Low Battery
 - Inclusion/Exclusion Zone Violations;
 - Scheduled Calls;
 - Charge Condition and Time;
 - Missed Call Attempts;
 - Number of Calls Made;
 - Violation of Charge Rules;
 - Phone Loss;
 - Battery Back Up
 - Case Tamper;
 - Location Leaves and Enters; and
 - Loss of GPS Signal
- i. The GPS tracking unit shall be capable of storing, at minimum, four days of data.
- j. The GPS tracking unit shall operate for a minimum of 24 hours on a single battery charge and should not exceed a charging requirement time of more than two hours per day.
- k. The GPS tracking device shall not lose any data if the battery is depleted.
- l. All replaceable or rechargeable batteries shall be supplied and replaced by the Contractor.
- m. The GPS tracking device shall report all power losses, shutdowns, and battery condition to the monitoring center on a day-to-day regularly scheduled basis.
- n. The GPS tracking unit shall acquire GPS within two minutes or less when placed in an outdoor environment with a 180-degree view of the sky from horizon to zenith.
- o. The GPS tracking unit shall be configurable by the case manager using a laptop/tablet or desktop computer equipped with a secure internet connection.

p. The GPS tracking unit shall encrypt all data communications.

3. Continuous Monitoring System (GPS Satellite Tracking)

- a. The GPS system shall provide continuous location monitoring of the offender's location within a range of plus or minus 15 meters. Location information shall be stored and downloaded to the central location at scheduled time periods, or minimally, every 15 minutes for active tracking. Case managers shall be able to access information via remote access to the Contractor's secure internet website on a 24 hour-per-day basis. The remote interface includes a PC-based map overlay that enables the case manager to set both geographical areas of exclusion and inclusion for specified dates and times. The software or application enables the case manager to view the movement history of an offender. The software of application shall enable the County case manager to view the offender's movement history by way of a graphical mapping system overlay through the Contractor's secure internet website. This data must be stored indefinitely.
- b. The Contractor shall provide a 100% web browser-based software platform without the need to load any proprietary software onto County hardware. The County is also requesting the Contractor to provide Application software that can be installed on either smartphones and/or tablets.

4. Alcohol Monitoring Unit(s)

- a. The equipment shall include an ankle bracelet, ankle strap, a method for securing the ankle strap, a telephone modem for downloading monitoring data via telephone line to a monitoring facility and equipment to charge and re-charge the battery/power supply.
- b. Transdermal testing equipment must be capable of remote continuous monitoring of alcohol consumption, 24 hours per day, 7 days per week, and 365 days per year.
- c. The continuous alcohol monitoring system must be able to conclusively distinguish between ingesting alcohol and alcohol that comes from an external, environmental source. The system must also be able to provide a specific transdermal alcohol content (TAC) level for each positive alcohol detection event.
- d. The equipment shall conduct testing automatically at least every 30 minutes, 24 hours per day. The testing process shall be passive and not require overt action by the individual being monitored.

- e. The equipment shall be tamper-resistant with a mechanism to detect tamper attempts.
- f. The data collected from the transdermal monitoring equipment shall be encrypted and transmitted to a monitoring system that is able to analyze the data for each 24-hour period of monitoring.
- g. The brand and type of equipment provided shall have a documented history of monitoring results being admissible in a court of law with technology validity and reliability of sufficient quality as to not require secondary validation of an alcohol event.
- h. The continuous alcohol monitoring system must be able to provide comprehensive data for each alcohol detection event, such as alcohol absorption and elimination levels with corresponding dates and times, temperate, and infrared (IR) voltage.
- i. The equipment shall be waterproof within industry standards. The continuous alcohol monitoring system must not have any exposed water chambers or external features that could freeze in colder temperatures or stop functioning if subject to various adverse wearing conditions.

5. Monitoring Facility

- a. The Contractor shall, at a centrally located Monitoring Facility, receive, store, and disseminate information generated by the monitoring equipment and system, unless Contractor's system does so at the local County level. Any services provided through a subcontractor may be performed at a separate facility provided that they encompass an entire system (e.g., programmed contact system; continuous GPS satellite tracking system; electronic monitoring system that is transparent to the County case manager in the remote access environment).
- b. The Contractor shall maintain a physical facility that meets all applicable federal, state and local regulations (e.g., building codes, fire and safety codes) and will not endanger the health and safety of employees and the community. The Monitoring Facility shall be located at a secure location where access to the Center and all records are restricted only to authorized individuals.
- c. Remote Access to Monitoring System: The Contractor shall provide to the County and its case managers a remote and automated capability for accessing the monitoring system to view, print, download, and enter/modify Offender monitoring information (i.e., web-enabled or application).

Note: The remotely accessible system shall have an adequate security

infrastructure to prevent unauthorized users from gaining access to offenders' data. The system will have an appropriate security monitoring system at multiple levels (e.g., firewall; database). The security system shall provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for criminal action.

- d. Upon the occurrence of any Key Event, the monitoring system shall notify the County case worker using the caseworker's selected options and schedule by voice, text, pager notification, and/or e-mail.
 - e. The Contractor shall maintain a contingency plan for movement to a backup monitoring system within a reasonable amount of time following a system malfunction.
 - f. The Contractor, prior to commencing services, shall submit a list of employees authorized to make changes or modify offenders' data or other agency program settings. Employees on the list will serve as contacts for the Department of Corrections when there is a need to change/modify offenders' data. The employee list will be updated as the Contractor's employees are assigned or unassigned to this Contract during the contract term.
 - g. The Contractor shall provide security codes to the County to guarantee the security of data modifications made remotely or over communications systems/lines with the monitoring system or manually on the telephone with a monitoring center employee. Additionally, each County Agency or Department user's password should expire, at a minimum, every 90 days requiring the user to reset his/her password. The Contractor shall also provide guidelines to the County identifying necessary steps to take to remove a County employee from the system who no longer needs access to the web-based system or application.
6. Training
- a. The Contractor will coordinate with the County to modify the Training Plan as needed, prepare/provide training materials, and deliver training to all County employees using the Contractor's GPS monitoring services.
 - b. The Contractor shall provide, without cost to the County, training sessions for the County designated staff members concerning the operation and installation of the monitoring equipment and systems herein specified. This training shall take place in a location(s), or online, as convenient for department employees. The training will include written instructions concerning use of the monitoring system and equipment.

- c. When requested by the County, the Contractor shall provide additional training as needed to include periodic training scheduled for new County staff, training to update staff on any new enhancements to the Contractor's system or to provide refresher training which will be at a minimum of once per year. The County will limit such additional training sessions to those situations where training is required to properly implement and operate the monitoring program and will not intend to cause unreasonable cost or inconvenience to the Contractor.
- d. All on-site and off-site training provided by the Contractor under this Contract (other than the answering of routine questions received over the course of performance) will be coordinated through the Community Corrections Center Division Director or designee.

7. Tools

- a. The Contractor shall provide all necessary tools to install, adjust, and remove the monitoring unit and the transmitter from offenders.

8. Overnight Delivery of Required Notices

- a. The Contractor shall be responsible for shipping inventory from the company directly to the Point of Contact at the County. The Contractor will also arrange for the shipping of returned equipment from the County to the company. When requested, the Contractor will overnight equipment to the County, otherwise delivery will take a maximum of two days. Shipping charges will be incurred by the Contractor, not the County. In case of equipment or communication line failure, the Contractor shall provide delivery of required notices (alerts, daily reports, violations, etc.) by overnight delivery to the County to prevent any service interruption.

Note: If the Contractor's communications system fails, the Contractor shall be responsible for shipping charges. If the County's communications system fails, the County will be responsible for shipping charges. The Contractor must attempt to re-establish communications with the County through phone, pager, e-mail, and fax, before delivery charges will be accepted.

9. Spares and Maintenance

- a. The Contractor shall provide an Account Manager who shall maintain a stable inventory of equipment. In case of equipment failure, the Account Manager will be responsible for providing replacement equipment to the County. The Contractor shall replenish or increase the inventory within 24 hours after notification of a need from the County. All replacements shall be provided by

overnight delivery at no additional charge.

- b. The Contractor shall maintain the equipment and spares in good operating condition and arrange for prompt repair or replacement. The Contractor shall be responsible for all replacement and shipping costs. The Contractor shall supply sufficient non-durable items, e.g., spare straps and all other necessary parts for attaching and maintaining equipment, to allow timely installation and the servicing of on-site inventory.
- c. The Contractor shall maintain, without charge, the following inventory at each County site where the equipment is consistently in use: At least ten GPS tracking devices will be stored on-site at each of the County's specified location(s) for immediate availability at all times (or more as the County determines the need). When inventory is depleted, the Contractor shall immediately ship a replacement transmitter and monitoring units by overnight delivery at the expense of the Contractor. At any time that the inventory becomes in excess of ten spares, the Contractor may request return of the additional spare equipment at the Contractor's expense.
- d. Special needs may arise where additional inventory may be needed by the County. The Contractor shall make reasonable efforts to accommodate additional inventory as requested by the County.

10. Testimony Preparation and Appearance

- a. The Contractor shall be competent to attest to its methodology and performance in any legal proceedings if called upon or subpoenaed. If required to provide testimony, the Contractor shall have the person or persons with direct responsibility for the information requested, appear and testify on behalf of the County.
- b. The Contractor shall notify the County immediately, upon receipt of any legal process requiring disclosure of records of offenders within two business days of receipt of the process or notice.
- c. The Contractor shall, upon request of the Court or the County, and/or in response to a subpoena, appear and testify in any legal proceedings convened by the Court.

11. Ethical Standards

- a. The Contractor and its employees shall avoid compromising relationships with offenders, their families, and County staff. The Contractor shall immediately report any conflicts of interest, improprieties, or the appearance thereof, to the

County.

- b. The Contractor's staff providing services under this Contract shall meet sufficient standards of integrity to ensure the confidentiality of offenders' records is not compromised. The Contractor shall ensure that its staff does not disclose information to any third party without a written authorization from the County.

12. Records and Reporting

- a. For the term of the Contract, the Contractor shall maintain for inspection and examination by authorized County personnel, all offenders' records associated with the Contract. At the end of the Contract term, all offenders' records will become the exclusive property of the County and the Contractor shall present all records to the County in a readable format.
- b. The Contractor shall provide the County access to the monitoring system. The following items may be remotely accessed, as needed, by the County:
 - Installations/terminations.
 - Monitoring units (offenders) operating at the end of each month.
 - Offender's schedule changes and alerts.
 - Reports of equipment returned for repair and the repairs made.
 - Alerts of specific key events.
 - And other reports as needed.
- c. The Contractor shall designate a Contract Contact Person who will respond to County requests within one business day. The Contract Contact Person will be the initial point of contact and should coordinate all matters under the Contract. The Contractor shall also designate a back-up person to the Contract Contact Person to whom inquiries and requests can be made in the absence of the Contract Contact Person.

13. Equipment and Service Upgrades/Improvements

- a. Throughout the life of the Contract, the Contractor shall provide the County the option of being provided the most recent generation of equipment. All equipment provided under this Contract shall have completed final Beta testing and will be ready for release by the Contractor. All equipment and service upgrades or changes will be approved, in writing, by the County.

IV. CONTRACT INFORMATION

If the County chooses to fund and proceed with the Electronic Monitoring Devices, it will enter into a Contract with the selected Responder. The County intends to use its standard Personal Services Agreement (PSA), attached to this RFQ as **Exhibit 1** as a template for the Contract. Certain terms of the County's standard PSA template are subject to negotiation and completion once the successful Responder(s) is/are selected. The County may, in its sole discretion, agree to modify a term that is otherwise not subject to negotiation.

Upon negotiation of the contract, the chosen responder must agree to receive electronic payments, and will be required to complete the ACH/Direct Deposit Authorization form, attached as **Exhibit 2** to this RFQ.

The Contract will be for an initial term of 12 months and may contain a provision for an extension of the initial term for two additional 12-month terms. Exercise of the option to extend the term of the Contract will be based on continued funding, the results of an evaluation of the services provided, and the County's subjective satisfaction with the Contractor's performance.

V. RFQ PROCESS, QUOTE FORMAT & GENERAL INFORMATION

A. Inquiries

To make inquiries regarding this RFQ, Responders may contact only the RFQ Contact and are specifically directed not to contact other County officers, employees, or agents on any matter related to this RFQ. Failure to comply with the preceding sentence may result in a Responder being barred from consideration under this RFQ. For purposes of this section of this RFQ, the word "officer" does not include members of the Shasta County Board of Supervisors.

Questions to County shall be submitted via E-mail to the RFQ Contact. Answers will be sent via email to the individual who asked the question, and shall be posted on the County Competitive Procurements web page. The County will not respond to any questions submitted after the Question Deadline stated on this RFQ.

Any Responder who attempts to influence the RFQ process by interfering or colluding with other Responders and/or with any County officer, employee, or agent; or who deviates from the RFQ process as set forth in the requirements, or terms and conditions of the RFQ, may be disqualified at any time from further participation in the RFQ process.

B. Response Format and Content

Sealed responses to this Request for Quotes (RFQ) are subject to the Terms and Conditions of Requests for Quotes, **Section V.**, incorporated herein.

Each response must include the following required documents, submitted in the order shown:

1. A completed Responder Information Form, **Attachment A.**
2. Description of how Responder meets the Minimum Qualifications described in the Overview.
3. Description of how products meet the Scope of Work in Section III.
4. A Pricing Sheet listing: 1) costs per unit per day for equipment; 2) costs for additional products and services; and 3) costs for lost/damages/stolen equipment.
5. Product specifications that indicate size, type, make, and model of all components.

C. Submission of Responses

Responses may be submitted either on paper or electronically via Public Purchase. Responses received via fax and email will not be considered.

All responses must be signed, dated, and received by the Purchasing Division either physically or electronically by the RFQ Closing date and time. Late submittals will not be considered.

All submittals, inquiries, and correspondence related to this Request for Quotes shall be directed to:

Tommy Talkington, Agency Staff Services Analyst - Confidential I

Shasta County Department of Support Services – Purchasing

1450 Court Street, Suite 348

Redding, CA, 96001

530.225.5093

trtalkington@co.shasta.ca.us

1. Hard Copy Responses

- a. If submitting a hard copy response to this RFQ, one (1) original, clearly marked 'Original', and three (3) copies of each Quote must be submitted in a sealed envelope clearly labeled with the RFQ number and Responder name.
- b. Materials submitted shall be in sequence, with each section clearly labeled, consistent with the response format and content described in herein. Failure to do so may result in rejection of the response. Failure to submit all required items may result in the rejection of Responder's Quote.
- c. Responses must be submitted no later than the exact Closing Date and time indicated on this Request for Quote. Mailed Responses not received before the Closing Date and time will not be considered, even if postmarked prior. Faxed and emailed Responses will not be accepted.

1. Electronic Responses

- a. If submitting a response to this RFQ electronically, one (1) PDF digital file of the Quote must be submitted via Public Purchase at:
<https://www.co.shasta.ca.us/index/support-services/purchasing/competitive-procurements>

Materials submitted shall be in sequence, with each section clearly labeled, consistent with the response format and content described in herein. Failure to do so may result in rejection of the response. Failure to submit all required items may result in the rejection of Responder's Quote.

Responses must be submitted no later than the exact Closing Date and time indicated on this Request for Quote. Faxed and emailed Responses will not be accepted.

- b. Visit the County's Vendor Registration webpage below to receive instructions on how to register as a vendor using Public Purchase. Vendor registration is required to submit responses via Public Purchase.

There are no fees required to register as a vendor with the County of Shasta. Be advised that the registration process may take up to two business days to complete.

<https://www.co.shasta.ca.us/index/support-services/purchasing/vendors>

VI. TERMS AND CONDITIONS OF REQUESTS FOR QUOTES

The following terms and conditions (the "Terms and Conditions") apply to solicitations by the County of Shasta, Department of Support Services, Purchasing Unit ("County"), for Requests for Quotes (an "RFQ").

For the purposes of these Terms and Conditions, an RFQ is an invitation by the County for the provision of particular service(s) or product(s), including the price thereof, meeting specific criteria. The primary focus of an RFQ is upon the price a person/entity submitting a response (the "Responder") proposes to charge for the particular service or product the County desires. While the price is a primary factor, it is not the only factor and the County is not required to enter into a contract/agreement with the particular Responder who submits the lowest price.

A. RESPONSES TO RFQ's

Responses to RFQ's ("Responses"), modifications, and requests for withdrawal thereof, received after the deadline for receipt of the Response will not be considered. Telephoned Responses or those sent by facsimile ("FAX") or email will not be accepted.

Responses shall be written in ink, typewritten, or written using a word processing program/printer. Prior to submitting a Response, mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the Response.

Prices proposed in an RFQ shall include all costs of packing and of transportation to the delivery point or points indicated in the RFQ, including applicable sales and use taxes, unless otherwise specified. Unless stated otherwise in the RFQ, a Response may be tendered for any item or group of items, or portion thereof, of the service(s) or product(s) specified in the RFQ. Unit prices, a total price for each group of units, and a grand total may also be provided in the Response, depending upon the specifications of the RFQ. In case of a conflict between a unit price and the total price(s), or the grand total, the unit price, multiplied by the number of units to be provided, will govern. Unless stated otherwise in the RFQ, a Response may be tendered for any one service or one product, or group of services or products, or portion thereof, of the service(s) or product(s) specified in the RFQ, or for all the services or products sought by the County.

When a particular brand or make of a product is specified in an RFQ, an "equal" brand or make will be considered by the County. However, in such cases, the Responder must establish that the alternate brand or make is equal to or better than the specified brand or make, and indicate the brand name, model, and catalog number of each item listed as

an alternative. Unless otherwise indicated in the Response, the brand or make specified in the RFQ shall be furnished if the RFQ is accepted by the County and a contract/agreement between the Responder and the County is executed.

The time, date, and location for delivery of the service(s) or product(s) shall be as specified in the RFQ or the contract/agreement between the Responder and the County. Delivery time, if stated in days, includes Saturdays, Sundays, and holidays. Responder may propose in the Response alternate times, dates, and locations for delivery of the service(s) or product(s) for the County's consideration.

Samples of products, when required by the specifications of the RFQ, must be submitted within the time specified and at no expense to the County. If not destroyed by testing, or if not required for the purpose of inspecting deliveries during the term of the contract/agreement between the Responder and the County, samples will be returned to the Responder at the County's expense.

The services and products described in a Response must conform to the safety orders of the State of California, Division of Industrial Safety and with all applicable federal, state, and local laws, ordinances, regulations, rules and policies. Only current product models as offered by manufacturers will be accepted. All products offered must be new and unused unless otherwise specified in the RFQ.

B. EVALUATION AND SELECTION PROCESS

Unless otherwise stated in the specifications for the RFQ, an evaluation panel, made up of persons selected by the Shasta County Director of Support Services (or designee), will review and rank each Quote. Reviewed and ranked criteria may include but are not limited to:

1. Cost per Unit for GPS devices (20)
2. Cost per Unit for Alcohol Monitoring devices (20)
3. Equipment meets the needs of County. (15)
4. Services meet the needs of County. (15)
5. Level of Experience of the Responder. (15)
6. Quality and reputation of the services, products, and Responder. (15)

After the evaluation panel has ranked the Responders, the County may enter into negotiations with the top ranked Responder regarding the terms and conditions of a contract for the provision of the requested service(s) and product(s); or the County may,

in its sole discretion, elect to reject all submitted Responses and terminate the RFQ process.

If an agreement to enter into a Contract cannot be reached with the highest ranked Responder, 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 Quotes. In any event, once negotiations with a particular Responder are terminated, the County will not reopen negotiations with that Responder.

C. RESERVATIONS

Notwithstanding any other provisions, the County reserves the right, in its sole discretion, to accept or reject any or all Responses, or any part thereof; to reject any Response for failure to submit the Response in conformity with the requirements of the RFQ and these Terms and Conditions; and to waive informalities and irregularities in a Response, if deemed to be in the best interest of the County. The County reserves the right to cancel this RFQ process at any time.

In addition, the County reserves the right to waive any deviations from the requirements or specifications of an RFQ that are included in any Response.

Solicitation of an RFQ does not commit the County to finalize any contract/agreement with a particular Responder, to pay any costs associated with the preparation of any Response, and/or to enter into a contract/agreement with the Responder submitting the least costly Response. The County reserves the right to enter into negotiations with, and to finalize a contract and its terms with, the Responder that, in the sole discretion of the County, submits the Response that is in the best interests of the County.

D. VALID CONTRACT

Receipt of an Official Purchase Order of the County of Shasta covering the supplies, materials, equipment, or services as described in the Response to an RFQ will indicate acceptance of the Response and will constitute a contract to purchase (unless a separate contract or agreement is otherwise entered into between the Responder and the County).

E. DISQUALIFICATION

Unless a Responder provides all the information requested in the RFQ, the Response may, at the sole discretion of the County, be disregarded and given no consideration. Any Responder who attempts to influence the RFQ process by interfering or colluding with other

Responders and/or with any County officer, employee, or agent; or who deviates from the RFQ process as set forth in the requirements of the RFQ and/or in these Terms and Conditions, may be disqualified at any time from further participation in the RFQ process. Responders are specifically directed not to contact any person other than the designated County contact person listed in this RFQ for meetings, conferences, information, or technical discussions related to this RFQ. Failure to comply with the preceding sentence may result in a Responder being disqualified from this RFQ process. No questions regarding this RFQ will be answered by other County staff. The RFQ 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 the RFQ process that will be issued to Responders.

F. RETENTION OF RESPONSES/PUBLIC RECORD

All Responses shall become the sole property of the County. The County reserves the right to use any ideas in a Response regardless of whether that Responder is selected to enter into a contract/agreement with the County. At such time as a Responder is selected and a contract/agreement is finally negotiated, all Responses and related documents become a matter of public record, with the exception of those parts of each Response which are clearly designated by the Responder as business or trade secrets and marked as "confidential" or "proprietary." The County, however, shall not in any way be liable or responsible in connection with the County's disclosure of any Response or any part thereof, if disclosure is required by the California Public Records Act (Gov. Code, §6250 et seq.) or pursuant to law or legal process. By submitting a Response, the Responder agrees to save, defend, keep, hold 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 for not disclosing a business or trade secret pursuant to the California Public Records Act.

G. PROTESTS

The County will consider any protest or objection regarding the award of a contract/agreement pursuant to the RFQ, provided that it is submitted in writing and received by the County contact person listed in this RFQ within 10 calendar days of the date stated on the County's written notice of intent to award a contract issued to Responders. Mailed objections not received before the deadline will not be considered, even if postmarked before the deadline. The County's determination with respect to any protest shall be in the County's sole discretion and shall be final and conclusive.

H. COMPLIANCE WITH REQUIREMENTS OF RFQ

Any Responder submitting a Response to an RFQ understands and agrees that his/her/its submitted Response shall constitute acknowledgment and acceptance of, and intent to comply with, all these Terms and Conditions and the requirements of the RFQ. The determination of the compliance with these Terms and Conditions and the requirements of the RFQ shall be in the County's sole judgment and shall be final and conclusive.

I. COUNTY NOT RESPONSIBLE FOR COSTS OF PREPARATION

The County shall not be liable for any costs of work performed in the preparation and production of a Response, or for any work performed prior to the formal execution of a contract/agreement between a Responder and the County. By submitting a Response, the Responder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of these Terms and Conditions and the requirements of the RFQ, or because of any misinformation or lack of information.

RESPONDER INFORMATION AND CERTIFICATIONS

Responder MUST FILL IN APPROPRIATE SPACES AND BOXES BELOW.

Responder represents that he/she/it is one of the following (check appropriate):

- A regular dealer of the product(s) and/or service(s) quoted upon
 A manufacturer of the product(s) and/or service(s) quoted upon

Responder operates as:

- An Individual
 Partnership
 Corporation, incorporated in the State of:
 Other entity (specify): [Click here to enter text](#)

Responder agrees to provide the requested service(s) and/or product(s) on the terms and conditions stated in the Offer for 180 days following the deadline for receipt of Offer.

COMPANY NAME

AUTHORIZED REPRESENTATIVE NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

FEDERAL TAX ID NUMBER

Certifications:

- | | |
|---|--|
| 1. Do you agree to comply with specifications, RFQ instructions, draft Contract requirements and other pertinent references contained in this RFQ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Do you agree that the information and costs provided in the quote will remain unchanged and will not be withdrawn for a minimum of 180 days after the submission deadline? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

- 3. Do you certify that all statements contained within the submitted response are true, and acknowledge that if the response is found to contain any false statements, the County may declare any Agreement or Contract made as a result of the response to be void? Yes No

- 4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide the requested services? Yes No

- 5. Do you certify that the quote includes all costs incident to the proposed Contract? Yes No

- 6. Upon execution of the Contract, the chosen responder must agree to receive electronic payments, and will be required to complete the ACH/Direct Deposit Authorization form, attached herein. Do you agree to be an ACH/Direct Deposit vendor? Yes No

If the answer to any question is “No”, please explain.

I certify that to the best of my knowledge, my responses to the above statements are true and correct.

By signing, Responder represents that he/she has the authority to authorize this Offer and to bind the party on whose behalf his/her execution is made, and certifies that all information provided on this form and contained within the Offer are true. Signer acknowledges that if the Offer contains any false statements, the County may declare any contract, purchase order or agreement made as a result of the Offer to be void.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Date

PRINT OR TYPE SIGNER'S NAME AND TITLES

PERSONAL SERVICES AGREEMENT

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND

This agreement is entered into between the County of Shasta, through its DEPARTMENT AND DIVISION (if applicable)], a political subdivision of the State of California (“County”) and *** (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of ***

Section 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 agreement 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.”]

Section 2. RESPONSIBILITIES OF COUNTY.

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

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

Section 3. COMPENSATION.

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

B. Consultant shall be paid via electronic invoice payment; automated clearing house (“ACH”), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.

- C. [If applicable to this agreement add:][In accordance with the budget as prescribed in section [4], County shall pay to Consultant a maximum of \$(DOLLAR AMOUNT) for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (“OMB”) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$(DOLLAR AMOUNT).]
- D. Consultant’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

[If applicable, add the following and edit:]

[Prorated payment. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.]

[If there is no financial consideration from/to either Party add: There will be no exchange and/or receipt of payment from either Party to the other Party pursuant to this agreement. The consideration for performance of this agreement is the performance of the rights, duties, and obligations set forth in this agreement.]

Section 4. BILLING AND PAYMENT.

- A. 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.
- B. [If applicable to this agreement add:][Compensation under this agreement shall be reduced by applicable contractor revenues. The term “applicable contractor revenues” refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant’s compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.]
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

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

[If the agreement term is longer than one year, or crosses County fiscal years, 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 last 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 written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. 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."]

Section 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.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- 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, including retroactive, 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>], provided that the amendment is in substantially the same format as 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.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 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.

Section 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:]

- A. 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 ensure 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:]*

- A. 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 ensure 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:]

- B. 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.

Section 10. INDEMNIFICATION.

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless 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 arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. 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. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

[KEYBOARD <15>]

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, 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 coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; 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(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. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. 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 the provision of services pursuant to this agreement.

- C. [For agreements with the County when the agreement is for the provision of third-party data processing services in which County data is held at a non-County facility and/or the vendor is processing County data, add:] Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry and maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to County and for claims involving any professional services for which Consultant is engaged with or providing to County for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this Agreement to cover any and all claims.

[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 the insurance coverage required hereunder 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 which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. 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 an 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 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 coverage 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 County, 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.

- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 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. This provision shall survive the termination, expiration, or cancellation of this agreement.
- 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.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders 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, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- 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.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. 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. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

Section 15. 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.

Section 16. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, 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.

Section 17. PERFORMANCE STANDARDS.

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

Section 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.

Section 19. NOTICES.

A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: [KEYBOARD <17>]

If to Consultant: [KEYBOARD <18>]

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

B. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer or his/her designee.

Section 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 section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *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 sections 53234, *et seq.*

Section 22. PROPERTY TAXES.

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. 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.

Section 24. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

[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. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.]

[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.]

[APPLICATION OF OTHER AGREEMENTS.] Consultant and Consultant's officers, agents, employees, and volunteers, and any of Consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the [Insert Name of Agreement] between the County of Shasta and [Insert Name of contracting party], attached to this agreement as Exhibit ___ and incorporated by this reference.]

[COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.] This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California

Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.]

[SIGNATURE PAGE FOLLOWS]*

[* The signature page should be all on one page. Thus, if the last page of the agreement before the signature page has more than eight lines at the bottom of the page, add this and then insert a page break.]

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates 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>], CHAIRMAN
Board of Supervisors
County of Shasta
State of California

[If the Chairman will sign the agreement, add:]

ATTEST:

MATTHEW P. PONTES
Clerk of the Board of Supervisors

By: _____
Deputy

[If the Chairman will sign the agreement, or if County Counsel or Risk Manager review is required by Administrative Policy 6-101, add:]

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

By: _____

By: _____

CONSULTANT

Date: _____

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



SHASTA COUNTY
AUDITOR-CONTROLLER

ACH/DIRECT DEPOSIT AUTHORIZATION

Shasta County has been offering ACH/Direct Deposit to its vendors since 2002. This process allows the County to transmit vendor payments directly into a checking or savings account instead of printing and mailing a paper check. This service has become even more critical over the years with the increasing cost of postage and the closure of post offices. ACH/Direct Deposit is available to all county vendors, district employees, and county employees who receive payments from the County of Shasta.

For your convenience we have enclosed an ACH/Direct Deposit Authorization enrollment form. To elect to have future payments deposited directly into your bank account, please complete the form below, sign it and return it along with a voided check. Please complete this form in its entirety as **incomplete forms will not be processed**.

For questions about this form, please contact Auditor-Controller Accounts Payable area at (530) 245-6904.

Please note: Federal Reserve regulations require 2-3 banking days for transmission of funds to any account. Once Shasta County Auditor-Controller's office approves the claim for payment, payees will receive an e-mail notification that confirms when the funds will be deposited.

Mail this form and voided check to Shasta County Auditor-Controller 1450 Court St. Suite 238, Redding, CA 96001-1671

BANKING INFORMATION:	
<p>Print "VOID" across the front of a check and attach it to this form or attach a printout from your financial institution that contains the correct routing and account number.</p>	Choose One
	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
	Bank Name:
	Bank City: Bank State:
	Routing #: <small>9 digits</small> Account #:
PERSONAL INFORMATION:	
<p>Once activated, ALL future payments will be processed via ACH/ Direct Deposit. To discontinue ACH/ Direct Deposit, notify the Auditor's office one week in advance of discontinue date.</p>	Vendor Name:
	Street Address:
	City: State:
	Zip: Phone:
	Email: <i>required</i>

I hereby authorize Shasta County to initiate direct deposits (or correcting entries to previous deposits) to my account. By signing below I hereby hold harmless the County of Shasta, its agents, and representatives for any misdirection, or miscreditation of the direct depositing of my accounts payable funds.

Signature Date