

# Amendment to RFP 24-001-JAIL

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

Amended Proposal Dates as follows:

Release Date April 9<sup>th</sup>, 2024

Due Date May 7<sup>th</sup>, 2024

### Schedule of Events:

EVENT	DATE
RFP issued by Sheriff's Office	April 9, 2024
Deadline for Submission of Questions	April 24, 2024
Deadline for Responses to Questions	April 30, 2024
Deadline for Proposals to be Received	May 7, 2024
Contract Award	15-30 days after the proposal due date (as determined by the County)
Contract Effective Date	60-90 days after contract approval (as determined by the County)



# REQUEST FOR PROPOSAL

**RFP NUMBER: 24-001-JAIL**

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

**Date Released: April 8, 2024**

~~**Request for Proposal Due: April 22, 2024, 5:00 PM PST**~~

**Due Date Amended to May 7, 2024, 5:00 PM PST**

**Inyo County Sheriff's Office**

**Attn: Lieutenant Scott**

**550 S. Clay Street, P.O. Drawer S, Independence, CA 93526**

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

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<del>Attachment A – Signature Affidavit</del>	<del>separate document</del>	<b>REMOVED</b>
<del>Attachment B – References Data Sheet</del>	<del>separate document</del>	<b>REMOVED</b>
<del>Attachment C – Maintenance and Service Level Agreement</del>	<del>37</del>	<b>REMOVED</b>
<del>Attachment D – System Package Pricing Workbook</del>	<del>separate document</del>	<b>REMOVED</b>
<del>Attachment E - Exceptions</del>	<del>41</del>	<b>REMOVED</b>

## REQUEST FOR PROPOSAL – NO. 24-001-JAIL

### **DEFINITIONS**

#### **Terms996**

**Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Qualifications.

**County.** As used herein, the term “County” refers to the Inyo County Sheriff’s Office, a political subdivision of the state of California.

**Low-lux.** Night-vision.

**Proposal.** As used herein, the term “Proposal” refers to the document or documents submitted by a Bidder in response to this Request for Proposal.

**Service Agreement.** As used herein the term “Service Agreement” refers to the contract between the County and the Successful Bidder regarding the provision of on-call Services.

**Successful Bidder.** As used herein, the term “Successful Bidder” refers to the individuals, agencies, firms or companies that the County chooses to enter into a final Service Agreement with after the review, evaluation, selection, contract negotiation and approval processes set forth in this Request for Proposal have been successfully completed.

**Vendor.** As used herein, the term “Vendor” refers to any individual, agency, firm or company awarded the bid to this Request for Proposal.

### **Abbreviations**

**EMT.** Electrical Metallic Tubing, a type of electrical conduit

**ISR.** Integrated Security Controls

**IR.** Infrared

**PoE.** Power over Ethernet

**PST.** Pacific Standard Time

**PTZ.** Pan/Tilt/Zoom - Cameras with the capability to pan, tilt, and zoom

**RFP.** Request for Proposal

**SLA.** Service Level Agreement is an agreement between the County and the Vendor to provide a service at a performance level that meets or exceeds the specified performance objective(s)

**VPN.** Virtual Private Network

## **INTRODUCTION**

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

## **PROJECT BACKGROUND AND DESCRIPTION**

The Sheriff's Office's Custody Services Division has 22 full time Correctional Officers, 1 sworn Sergeant, 1 sworn Lieutenant, and 4 civilian staff members. The Custody Services Division primary function is the care and custody of sentenced and non-sentenced inmates incarcerated in the Inyo County Correctional Facility (ICCF). Located in the County seat of Independence, CA and has a board rated capacity of 102 beds. Male and female inmates are housed in segregated units. The capacity rating is set by the Board of State Community Corrections (BSCC) which biennially inspects the facility for compliance to standards.

The ICCF was designed and is operated as a Direct Supervision facility. The majority of the inmate population is classified and assigned to housing in single or double-celled housing unit.

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

- ICCF by enhancing it with a state-of-the-art digital Services

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

The expected goals of this system are:

- Improve video quality

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

The Sheriff Office has designated Lieutenant Shane Scott as the lead executive contact. Representatives of the Sheriff's Office have identified a minimum number of locations to be monitored at the facility, both interior and exterior. Most are located within the secure areas of the facility. Some of the locations are occupied constantly and some are occupied intermittently and/or infrequently. The Sheriff's Office representatives have identified a minimum number of locations for monitoring stations to include the booking area, the tower, and dispatch. Interested bidders may contact the facility to perform a walk through.

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

### **Project Description:**

This project will be updating existing (analog and digital) security cameras, movement and surveillance cameras in and around the Inyo County Jail. Currently there are approximately Ninety-Four (94) cameras in and around the Jail and the Administration Building. The Sheriff's Office would like to upgrade and maximize the effectiveness and coverage of the current security camera system, providing ample coverage in areas with limited coverage. The location of each camera is provided in **Exhibit A – Inventory List**. Bidders will have the opportunity to do a site walk-through if time allows.

The current Security Camera System shall be augmented by IP-type cameras with higher resolution, and a number of Pan/Tilt/Zoom (PTZ) cameras in specific locations. These cameras will be a variety of interior and exterior cameras. The majority of cameras in the facility will have access to existing conduit which currently encases a combination of coax and low voltage power cabling. The Sheriff's Office is seeking a vendor that will utilize existing conduit and install new conduit where necessary. The vendor selected will have to install the cameras in the designated locations, provide the necessary servers and software and terminals in

the Control Rooms of the facility. The vendor shall provide touch screen control boards and Integrated Security Controls (ISC), to integrate the camera views into the touch screen control boards. In addition, the system shall be set up on a Virtual Private Network (VPN) for secure off-site administrative viewing.

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

This project will include replacing the 5 current control panel with touch screen technology and equipment linking the control panel to the cameras, doors, intercoms, area lighting (as required in the tower and booking area), and television (as required in the tower).

**SCOPE OF SERVICES:**

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

**Requirements and Specifications:**

No.	Requirement/Specification	Comply	Don't Comply	Explain Non-Compliance
1	New cameras shall be IP-based with a minimum 1080P resolution (i.e. Axis M11 series) or IP 3 MP or better. Some cameras will need PTZ capability. All should accommodate excellent low-lux and IR exposure, capable of progressive scan, and lenses that accommodate the required coverage area as determined by the Sheriff’s Office. These cameras will vary from wide/tele lens, outdoor rated, encased in tamper proof domes, some with PTZ capability, plus appropriate mounting hardware/brackets specific to the camera type/location being installed.			



2	Encoding capability of H.265 or better.			
3	Provide and install necessary servers and software to allow retention of camera recording for all cameras for a two (2)-year duration. Six (6) months of video shall be retained at full resolution (100%). The recordings shall be compressed and retained for the remaining eighteen (18) months.			
4	Recording system and cameras should accommodate variable frame rates on each camera as necessary and determined by jail personnel (7.5 fps up to 30 fps).			
5	Provide necessary Type EMT conduit where needed, complying with all local, state and federal regulations, California regulations Title 15 Division 1 and Title 24.			
6	Install necessary software and hardware for remote access via secure Virtual Private Network approved by County IT.			
7	Install a rack air conditioning unit on existing rack in Central Control; Inyo County Sheriff will be responsible for exhaust of A/C.			
8	Provide and install (quantity) 32" high definition monitors in (quantity) different locations within the Jail; Monitors shall each be attached by individually adjusting fully articulating monitor mounts for viewing on existing desks in each location.			
9	Provide and install a locking wall mount rack for termination of cameras where needed.			
10	Provide and install (3) 48 port Gigabit Layer 3 network switches with 10GB transceivers.			

11	Provide and install 10 GB fiber installation in all necessary locations, utilizing existing conduit where applicable.			
12	Provide and install all security fasteners and compression connectors for all conduit. All security fasteners shall match what is currently being used by the facility.			
13	All cables shall be supported, and all cables and electrical wires shall be installed by a licensed contractor.			
14	Provide and install necessary software/hardware for ability to view County Jail cameras by secure administration rights.			
15	Maintain all existing security equipment operational and functional from the time the contract is awarded, throughout the installation of upgrades for all hardware and software components associated with this RFP, including providing manufacture's latest version of software and/or firmware associated with this project.			
16	Remove and dispose of all equipment that are not and will not be used.			
17	Warranty on all equipment and systems for a period of two (2) years at no additional cost to the Sheriff's Office. The warranty shall cover all costs for WARRANTY SERVICES, including parts, labor, prompt field service, pick-up and transportation. Warranty begins when system commissioning is completed, punch list items resolved, and Sheriff's Office provides written acceptance of system. Warranty must be backed (in writing) by the manufacturer.			
18	Provide remote interface for troubleshooting and maintenance that the user will activate and de-activate to ensure that unauthorized remote access to the security control system does not occur.			

19	Provide extended Maintenance Service beyond the required 2-year warranty period on a time and material basis for each of the systems. Service Technician must respond within 8 hours 24/7 (weekends and holidays included).			
20	Include enough camera licenses to accommodate camera inventory.			
21	All cameras will be installed in a workmanlike and secure fashion and aimed/installed in accordance with the necessary field of view as described by the Sheriff's Office and in accordance with manufacturer's instructions.			
22	Install and provide all cabling and connections. Camera IP cabling should be robust enough for all necessary video bandwidth and rated for PoE (CAT-6E).			
23	All cabling shall be labeled at both ends of the cable run using permanent/legible typed labels and created by a Bradly LS-200 label maker or equivalent system.			
24	Label each end of conduit and/or individual cable end in a clear manner by designating the location of the other conduit end (i.e. room name, junction box number, etc.).			
25	All wiring installed will be of continuous run - no splicing will be allowed.			
26	No compression connectors (beanies) or wire nuts may be used.			
27	No wiring will be exposed to unsecured access.			
28	Awarded contractor will be responsible for removing cabling for old analog cameras and any other unused equipment related to the current camera recording system.			
29	Wiring will be run in current cable trays/conduit where available. Where not available and where required,			

	cable trays and conduit will be installed.			
30	All wire runs will be EMT conduit unless above hard deck ceiling with the exception of the Head End.			
31	All exposed EMT, accessible to inmates, shall be covered with a 1/8" mild steel flanged metal channel. The channel shall be drilled for mounting to walls and permanently mounted to the wall with tamper-resistant, hammer driven security anchors.			
32	All screws used shall be security type 4 (four). Copies of the security head used will be provided to the owner upon conclusion of the project.			
33	Conduit will be a minimum of 3/4 inch sized (post 3/4 filled standard) with 30% room for expansion.			
34	Any new conduit shall be reamed to eliminate sharp edges and terminate with metallic insulated grounded throat bushings. Cap each conduit with a mechanical-type seal for protection. Equip all conduits with plastic or nylon pull-string with a minimum test rating of 200 lb.			
35	Install a nylon pull wire in each empty conduit, leaving at least eight inches slack at each end.			
36	All video equipment, cable, conduit or wiring shall conform to the interior décor standards, and all applicable local, state and federal codes.			
37	All infrastructure installed will be expected to withstand the normal, routine actions in the area in which installed and shall be guaranteed as such.			
38	Provide sleeves where required for wall and ceiling penetrations. Provide core drilling where required for sleeve installation.			

	Sleeves as needed shall be EMT conduit and shall be provided with insulated throat bushings for each end.			
40	Provide a qualified Project Manager to be in charge of the work at all times and be present at the job site as required during the installation.			
41	The work shall be performed by skilled installers under the direction of a(n) experienced technician(s), all of whom shall be properly trained and qualified for this work.			
42	The Vendor shall provide initial onsite staff training on video monitoring/recording platform upon completion of installation, and ongoing quarterly remote training via web conferencing or video conferencing.			
43	All work at the facility must be accomplished with the least amount of downtime and disruption to Jail operations as possible. Work must be performed in a phased approach so that only one housing area is without cameras at any one time.			
44	Provide Sheriff's Office with two sets of AutoCad printed (D50 size) drawings and two flashdrives as backups containing the AutoCad information in PDF format and DWG format.			

**Project Implementation Management:**

**Project Approach.** Bidder shall present an overview, which shall be a narrative description, of the Bidder's proposed plan for providing the Services to the Sheriff's Office. The Bidder shall provide in full detail, its understanding and response to the Scope of Work.

**Implementation Plan and Schedule.** Bidder shall provide a detailed Implementation Plan and Schedule. Time is of the essence in providing a fully functional Security Camera System and associated services, and the Bidder is required to provide a fully functional

system tested and accepted by the Sheriff's Office. The Implementation Plan and Schedule will include the following:

- Summary of management/work plan for this Project
- Project Schedule with Project Milestone Dates
- User testing and acceptance provision for the Sheriff's Office

**Project Team Organization Chart.** Bidder shall provide its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members. It must include:

- Organizational framework for the proposed Project Team, Company name and key staff name for each role identified in the chart.
- Bidder shall provide the names, years of service, qualifications, addresses and telephone numbers of each member of the Bidder's Project Implementation Team, including an Escalation Chart with complete contact information.

**Project Control Document (PCD).** Upon effective date of Agreement, the Successful Bidder shall create, and deliver to the Sheriff's Office and the Sheriff's Office Designee, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD shall include the relevant elements of the following:

- Introduction
- Executive Summary
- Project Mission & Objectives
- Project Scope
- Work Breakdown Structure
- Master Project Schedule
- Change Control Plan
- Project Team
- Risk Assessment & Management

**Integration of New Services.** The Bidder shall submit detailed plans for the provision of necessary hardware and software, and the integration of the new equipment, while minimizing the impacts to current operations.

**Updated System.** The updated system and services shall become fully operational upon the successful completion of all system integration testing and acceptance by the Sheriff's Office. Integration and acceptance test criteria are as follows: Services tested and verified as fully operational, without Deficiencies, and written acceptance by the Sheriff's Office Project Manager. All installation plans and schedules will be reviewed and approved by the Sheriff's Office Project Manager, in order to minimize impacts to normal operations.

## **REQUIRED QUALIFICATIONS:**

### **Eligibility Requirements:**

**Required Qualifications.** In order to be considered for award of a Service Agreement pursuant to this RFP process, Bidders must possess, at a minimum, all of the following qualifications:

- Licensed to do business in the State of California or provide a commitment that it will become licensed in California within thirty (30) calendar days of being selected to provide the Services.
- Certified manufacturer or dealer of product proposed for minimum of 5 years.
- All installing personnel must pass criminal background checks as required by the Sheriff's Office prior to the start of work and access to the facility. The background checks will be completed by the Sheriff's Office.
- The Sheriff's Office reserves the right to deny access to any employee on Sheriff's Office property who is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the Sheriff's Office and/or its population. Should access be denied, the Successful Bidder shall remove the employee immediately and replace the employee with a suitable substitute as approved by the Sheriff's Office, at no additional cost.
- Previous experience in installing and validating proposed systems in a correctional setting.
- Successful Bidder shall provide video storage/memory and any needed licenses. Off-site backup and storage will be available and maintained by Successful Bidder unless another viable alternative is approved by the Sheriff's Office. Successful Bidder shall provide storage (Virtualized Environment) options and specifications for required hardware solution.

### **Corporate Experience.**

- Minimum of five (5) years' experience providing services in California Location(s) of current camera systems in use by other County Jails, City Jails or Detention facilities.
- Minimum of five (5) years' Closed-Circuit Camera experience with retrofits, upgrades, replacements in other local or state detention facilities.
- Must have a minimum of five (5) current government agency customers (local, county, or state detention facility customers).

**References.** Minimum of three (3) references.

**Licensure, Certification and Accreditation Requirements:**

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

**COST:**

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

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

**SCHEDULE OF EVENTS**

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

<b>EVENT</b>	<b>DATE</b>
RFP issued by Sheriff’s Office	April 8, 2024
Deadline for Submission of Questions	April 12, 2024
Deadline for Responses to Questions	April 17, 2024
Deadline for Proposals to be Received	April 22, 2024
Contract Award	15-30 days after the proposal due date (as determined by the County)
Contract Effective Date	60-90 days after contract approval (as determined by the County)



**GENERAL INFORMATION:**

**Submission of Proposals:**

Bidders shall prepare and submit five (5) original Proposals and one (1) electronic copy thereof, in PDF format on a flash drive, by 5:00 p.m. PST, on April 22, 2024.

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

Bidders must ensure that their bids are received at the address specified before the closing date. Oral, telephonic, or email bids will not be accepted. Any bids received after the bid submission deadline, regardless of the postmark date, will be rejected. Bid documents should be enclosed in an interior envelope that is clearly marked as "RFP Submission – “Jail Security Project”. This interior envelope should then be placed inside another envelope that is addressed as indicated below.

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

SHERIFF’S OFFICE: Inyo County Sheriff’s Office  
Attention: Lieutenant Shane Scott  
  
PO Drawer 'S'  
  
Independence, CA 93526

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

**Withdrawal of Submitted Proposals:**

A Bidder may withdraw its Proposal at any time prior to the above-referenced submittal deadline by submitting a written notification of withdrawal signed by the consultant or an authorized

representative thereof. Bidders must retrieve the entire sealed Proposal package in person. Proposals will become the Sheriff's Office's property after the submission deadline has passed.

**Modification of Submitted Proposals:**

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

**Bidder Investigations:**

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

**Expenses Incurred in Preparing Proposals:**

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

**Right of Sheriff's Office to Reject Proposals:**

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

**Public Records and Trade Secrets:**

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

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

**Conflict of Interest:**

By submitting a Proposal in response to this RFP, Bidder warrants and covenants that no official or employee of the Sheriff's Office, nor any business entity in which an official or employee of the Sheriff's Office has an interest, has been employed or retained to assist in the preparation or submission of such Proposal, nor will any such person be employed in the performance of such contract without immediate divulgence of such fact to the county.

**REQUIRED FORMAT OF PROPOSAL:**

**General Instructions and Information:**

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

- Proposals must be submitted in accordance with the standards and specifications set forth in this RFP and contain all required attachments, including, without limitation, a signed and completed Signature Affidavit.
- Proposals must be complete and specific unto themselves. For example, "See Enclosed Brochure" will not be considered an acceptable response.
- Proposals must contain information which enables the Sheriff's Office to evaluate the Bidder's ability to provide the Services set forth in this RFP.
- All information, statements, letters and other documentation and attachments required by this RFP must be included with the Proposal.
- Receipt of all Addenda to this RFP, if any, must be acknowledged on the bottom of the RFP Signature Affidavit sheet attached to this Proposal.

**Presentation Requirements.** In order for Proposals to be considered for award of a Service Agreement pursuant to this RFP process, all of the following conditions must be satisfied:

Proposals must be bound or contained in loose leaf binders. However, costly bindings, color plates, glossy brochures, etc. are not necessary or recommended.

Proposals must be uniformly typed in twelve (12) point font on standard letter size (8.5" x 11") white paper, single or double sided, with:

- Each section and subsection clearly titled
- Each page consecutively numbered, including all attachments
- Each page having one-inch (1") margins
- Each page being clean and suitable for copying
- Proposals must not be any more than fifty (50) pages in length. Proposals exceeding such maximum page length may be rejected by Sheriff's Office.

**Formatting Requirements.** In order to be considered for award of a Service Agreement pursuant to this RFP process, Proposals shall follow the format outlined herein. Failure to follow this format may result in the rejection of the Proposal. Each Proposal shall consist of the following sections:

Section I: Introductory Letter - The introductory letter shall, in one page or less, summarize the Bidder's qualifications and experience regarding the provision of the Services equivalent to those set forth in this RFP. The introductory letter must also provide the Bidder's current contact information, list any subconsultants that may be used to provide the Services set forth in this RFP and identify the offices where such services will be performed. The introductory letter shall be signed in blue ink by an authorized representative of the Bidder.

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

Section III: Table of Contents - Proposals shall include a comprehensive table of contents that identifies submitted material by sections 1.0 through 10.0 and any subsections thereof with sequential page numbers.

Section IV: Business Profile: The Bidder's Business Profile shall include the following items:

Company Overview - The company overview should include, at a minimum, all of the following items:

- The Bidder's business name, physical location, mission statement, legal business status, such as partnership, corporation, limited liability company or sole proprietorship, and the Bidder's current staffing levels.
- A detailed description of the Bidder's current and previous business activities, including, without limitation:

The history of the Bidder's firm, including the date when the firm was founded.

The number of years the Bidder has been operating under the present business name, and any prior business names under which the Bidder has provided the Services equivalent to those set forth in this RFP.

Qualifications and Experience - The overview of the Bidder's qualifications and experience should include, at a minimum, all of the following items:

- A detailed summary of the Bidder's overall experience regarding the provision of the Services equivalent to those set forth in this RFP for public agencies, including the number of years the Bidder has been providing the Services and the total number of government agencies for which the Bidder has provided the Services.
- The number of staff and subconsultants that are currently providing the Services equivalent to those set forth in this RFP.
- A detailed summary of the qualifications and experience of staff members and subconsultants that are currently providing the Services equivalent to those set forth in this RFP, including, without limitation, job titles, responsibilities, special training, licenses and certifications. Proposals shall include a clear and concise narrative which identifies the Bidder's ability to provide the Services set forth in this RFP.
- A brief description of a minimum of five (5) current local, county and/or state customers that would include:

Name of Facility, Number of Beds

Date of original contract

Security Camera Service(s) provided

Contact Information

Identify the two (2) most recently awarded contracts to replace, and/or augment camera systems in a detention facility: including the specific custody facility.

Legal/Litigation - Provide detailed description of any and all litigation pending or actual in any form, regarding the provision of the Services equivalent to those set forth in this RFP that involved or has been brought by or against the Bidder, contractors and/or subcontractors. Also provide all instances where your organization was named a defendant and/or indemnified or defended an entity or whom your organization furnished Services during the past five years, including the nature and result of such litigation, if applicable.

Fraud - A detailed description of any fraud convictions related to public contracts, if applicable.

Debarments, Suspensions, and Others - A detailed description of any current or prior debarments, suspension or other ineligibility to participate in public contracts, if applicable.

Violations - A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.

Controlling or Financial Interest - A detailed description of any controlling or financial interest the Bidder has in any other firms or organizations, or whether the Bidder's firm is owned or controlled by any other firm or organization. If the Bidder does not hold a controlling or financial interest in any other firms or organizations, that must be stated.

Quality Control - The business profile shall include an overview of the Bidder's policies and procedures regarding quality control. The quality control overview should include, without limitation, all of the following:

- A detailed description of the Bidder's understanding of the requirements, challenges and potential hurdles applicable to the provision of the Services equivalent to those set forth in this RFP.
- Identification of the Bidder's management team and other key personnel, including, without limitation, an organizational chart and resumes of each staff member that may provide the Services equivalent to those set forth in this RFP pursuant to the terms and conditions of the project.
- A detailed description of the Bidder's management expertise and approach, and how such expertise and approach will assure staff continuity and timely performance of the Services equivalent to those set forth in this RFP pursuant to the terms and conditions of project specific Task Orders.
- A detailed description of the expected communication channels between the Bidder's staff and the Sheriff's Office to ensure that the Services equivalent to those set forth in this RFP will be performed to the Sheriff's Office's satisfaction, including, without limitation, how potential problems will be solved.

Section V: Proposed Services, Configuration, and Documentation: A detailed description of the following: Bidder's proposed Services and configuration, compliance with and understanding of the Scope of Work, and Project Implementation Management. Include any and all reports, drawings, studies, and any other pertinent documents that may be prepared and/or used to provide the Services pursuant to the terms and conditions of the project. Samples of each document described shall be attached. A detailed cost of the proposed Services, broken down by components, including Service and Maintenance, shall be included in this section.

Section VI: Cost: Complete Attachment D - System Package Pricing Workbook

Section VII: Project Implementation Management: Bidder's detailed responses to Project Implementation Management.

Section VIII: References: The References section shall include the following:

References Data Sheet. Proposals shall include a Reference Data Sheet, which is attached hereto as Attachment B, containing present and past performance information from a minimum of three (3) former or current government agency clients to whom the Bidder has provided the Services equivalent to those set forth in this RFP within the past five (5) years.

Required Information. The performance information provided with each reference must be clearly correlated to the Services and responsibilities set forth in this RFP. Each reference must include, at a minimum, all of the following information:

- The name, physical address, email address and telephone number for the current contact person of each referenced client.
- The dates of project commencement and completion for each referenced client.
- A detailed description of the Services performed for each referenced client, including, without limitation, the time period in which such services were delivered to the referenced client.
- A detailed description of how the provision of the Services rendered by the Bidder led to accomplishment of each referenced client's project objectives.
- A detailed description of the contract amount and outcome of each referenced client's project.
- A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Bidder's knowledge.

Section IX: Evidence of Insurability and Business Licenses: All Bidders shall submit evidence of eligibility for all insurances required by the sample Bidder Services Agreement which attached hereto as Exhibit B. Upon the award of final Service Agreement, the Successful Bidder will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the Sheriff's Office as an additional insured. However, Bidders should not purchase additional insurance until final Service Agreement have been awarded. In addition, all Bidders shall certify the possession of any and all licenses and/or certifications required for the provision of the Services equivalent to those set forth in this RFP.

Section X: Compliance, Exceptions, Objections and Requested Changes: Bidders shall carefully review the scope of work specifications, terms, and conditions of this RFP.

Compliance. Bidders shall complete and include the Requirements/Specifications Table in Section 4.1.

Exceptions. Any exceptions, objections, or requested changes to this RFP shall be clearly stated and explained with supporting rationale in Attachment E - Exceptions. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFP. Protests based on any exception, objection or requested change to this RFP shall be considered waived and invalid by the Sheriff's Office if the exception, objection or requested change is not clearly identified and explained.

### **EVALUATION CRITERIA AND REVIEW PROCESS:**

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

**Relevant and Comparable Experience – 30 points:** The Bidder's experience in providing the Services set forth in this RFP for government agencies of comparable size.



**Ability to Provide Comprehensive High-Quality Services – 30 points:** The overall impression of the Bidder’s ability to implement and provide the Services set forth in this RFP.

**Service and Maintenance – 30 points:** The Bidder’s ability to provide the service and maintenance of the Services set forth in this RFP.

**Value and Cost – 10 points:** The Bidder’s ability to provide a cost-effective and cost-efficient overall solution.

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

The evaluation and selection process is designed to award the procurement to Bidders with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of the final Services Agreement, if made by the Sheriff’s Office, will be based upon a total review and evaluation of each Proposal.

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

## **CONTRACT DEVELOPMENT:**

### **Contract Negotiation Process:**

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

**Scoping Meetings:**

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

**Award of Services Agreement:**

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

**Contractual Requirements:**

Disclosure of Confidential Information. During the performance of the Services equivalent to those set forth in this RFP, the Successful Bidder may receive information that is confidential under local, state and/or federal law. The Successful Bidder will be required to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

**Compliance with Anti-Discrimination Laws.** In connection with the execution of any Service Agreement resulting from this RFP process, the Successful Bidder will be required to abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order

11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time.

**Indemnification.** To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, the Successful Bidder will be required to hold harmless, defend and indemnify the County, the Sheriff's Office, its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Bidder's negligence, recklessness or willful misconduct in the performance of the Services required by project specific Task Orders, except such loss or damage which was caused by the sole negligence or willful misconduct of the Sheriff's Office.

**Insurance Requirements.** The Successful Bidder will be required to satisfy the insurance requirements set forth in the sample Service Agreement attached hereto. The Successful Bidder shall furnish the Sheriff's Office with certificates and original endorsements affecting the required insurance coverage prior to the Sheriff's Office's execution of final Service Agreement. In addition, the Sheriff's Office may require additional insurance requirements dependent upon the scope of the Services that will be provided pursuant to project specific Task Orders.

**Assignment.** The final Service Agreement resulting from this RFP process, and any project specific Task Orders issued thereunder, shall not be assignable by the Successful Bidder without prior approval by the Sheriff's Office.

**Jurisdiction and Venue.** The final Service Agreement resulting from this RFP process, and any project specific Task Orders issued thereunder, will be governed in all respects by the laws of the State of California. Any disputes regarding the final Service Agreement, or any project specific Task Orders issued thereunder, will be litigated in the State of California and venue will lie in the County of Inyo unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

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

**INQUIRIES, MODIFICATIONS AND CORRECTIONS:**

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

**SHERIFF'S OFFICE:**

Inyo County Sheriff's Office  
Attention: Lieutenant Shane Scott  
PO Drawer 'S'  
Independence, CA 93526  
Email: sscott@inyocounty.us

**Requests for Clarification or Correction:**

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

Requests for clarification or correction and any other questions pertaining to this RFP must be received by the Sheriff's Office before 4:00 p.m. PST on April 12, 2024. All responses to such requests for clarification or correction and written questions will be issued by the Sheriff's Office on April 17, 2024.

**ADDENDA:**

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

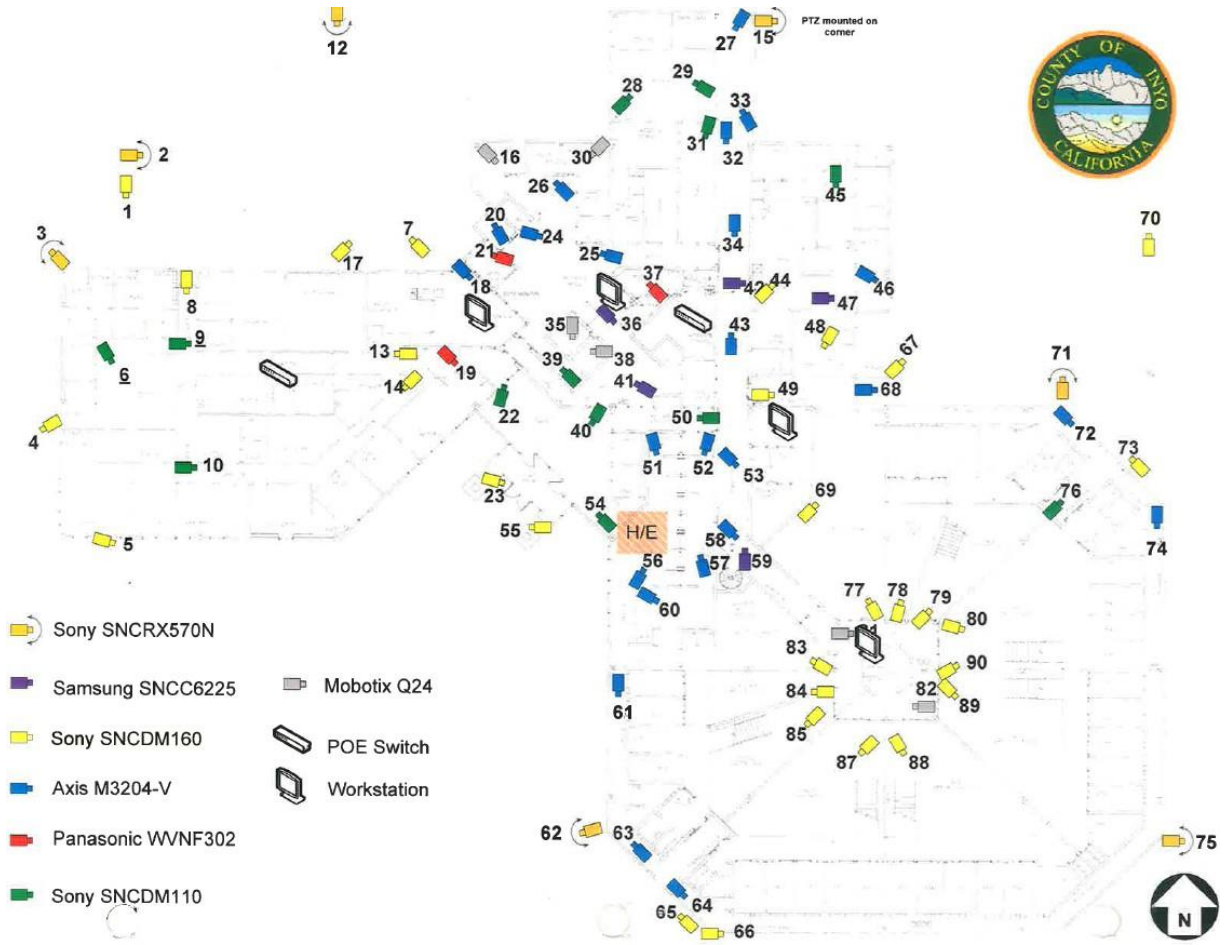
**CANCELLATION OF THE REQUEST FOR PROPOSAL PROCESS:**

The Sheriff's Office hereby reserves the right to cancel the RFP process at any time after the issuance of this RFP, but prior to the award of final Service Agreement, if the Sheriff's Office determines, that cancellation is in the Sheriff's Office's best interest for reasons, including, but not limited to, the following: (1) the types of Services set forth in this RFP are no longer required; (2) the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith; or (3) the Sheriff's Office determines, after review and evaluation of the Proposals, that the Sheriff's Office's needs can be satisfied through an alternative method.

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

# EXHIBIT A

## INVENTORY LIST (Attached)



This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of Inyo, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter referred to a “VENDOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its [Department], desires to retain the services of VENDOR to [General description of the purpose of this Agreement]; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, VENDOR has represented that it is qualified to perform such services.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

VENDOR agrees to furnish the services described in Exhibit 1 – Scope of Work, which is attached hereto and incorporated herein by reference. In providing such services and assistance, VENDOR agrees to fully cooperate with the \_\_\_\_\_ [Department Head] referred to as [“Short Title for Department Head”].

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect for \_\_\_\_ ( ) year(s). This Agreement shall be automatically renewed for additional periods of \_\_\_\_ ( ) year(s), up to a maximum of \_\_\_\_\_ ( ) years, unless sooner terminated as provided herein.

3. TERMINATION:

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

B. Without Cause. This Agreement may be terminated by COUNTY without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.

C. Insufficient Funding. COUNTY’s obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated.

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

D. Compensation. In the event of any termination of this Agreement, VENDOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by VENDOR.

4. COMPENSATION:

The maximum amount payable by COUNTY under this Agreement is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). VENDOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. The rates and costs shall be as set forth in Exhibit 2 – Schedule of Rates, which is attached hereto and incorporated herein by reference.

5. PAYMENT:

VENDOR shall submit to COUNTY monthly invoices itemizing all work completed. Invoices shall be in a format approved by, and shall include backup documentation as specified by, [Short title of Department Head] and the Inyo County Auditor-Controller. VENDOR shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for work performed will be made within thirty (30) days after the receipt of approved invoices.

6. NOTICES:

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

COUNTY: Inyo County \_\_\_\_\_

Attn: \_\_\_\_\_

\_\_\_\_\_

Independence, CA 93526

VENDER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



7. REPORTS:

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

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. VENDOR agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of VENDOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. VENDOR hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State of California or COUNTY. VENDOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or COUNTY. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because VENDOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

VENDOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including the right to review and monitor VENDOR's records, programs or procedures, at any time, as well as the overall operation of VENDOR's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will

not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by VENDOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

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

VENDOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act (“CMIA”); the federal Health Information Technology for Economic and Clinical Health Act, (“HITECH Act”); the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NUCLEAR FREE Inyo COUNTY ORDINANCE COMPLIANCE:

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

12. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, VENDOR shall not discriminate in the provision of professional services or against

any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.

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

### 13. DRUG-FREE WORKPLACE:

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

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

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

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

C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:

1. Receive a copy of VENDOR's Drug-Free Policy Statement; and
2. Agree to abide by the terms of VENDOR's Drug-Free Policy as a condition of employment.

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

14. INDEMNIFICATION:

VENDOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and

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

15. INSURANCE REQUIREMENTS:

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

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

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

2. Automobile/Motor Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which VENDOR may be exposed to liability. VENDOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of VENDOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards."
- c. Is the primary insurance with regard to COUNTY.
- d. Does not contain a pro-rata, excess only and/or escape clause.
- e. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that VENDOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, VENDOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to VENDOR's insurance and will not be used to contribute therewith.

5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.

6. VENDOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Inyo County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If VENDOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and VENDOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to VENDOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and VENDOR shall be required to purchase additional coverage to meet the above aggregate limits.

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

COUNTY: County of Inyo  
Attn: Risk Management  
1360 N. Main St.  
Bishop, CA 93514

VENDOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that VENDOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

17. COMPLIANCE WITH LAWS:

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

18. SEVERABILITY:

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

19. ASSIGNMENT:

VENDOR shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by VENDOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by VENDOR to obtain supplies, technical support or professional services.

20. AGREEMENT SHALL BIND SUCCESSORS:

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

21. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of VENDOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to

any breach or default. COUNTY shall have the right to demand repayment of, and VENDOR shall promptly refund, any funds disbursed to VENDOR, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

22. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

23. AMENDMENT:

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

24. STANDARD OF PRACTICE:

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

25. TITLE TO INFORMATION AND DOCUMENTS:

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

26. JURISDICTION AND VENUE:

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

27. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). VENDOR shall inform COUNTY of all requests for interviews by media related to this



Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to  
[Short title of Department Head]

28. SUBCONTRACTS:

VENDOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. VENDOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

29. INTERPRETATION:

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

30. INDEPENDENT CONSTRUCTION:

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

31. FORCE MAJEURE:

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

32. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

33. AUTHORITY TO EXECUTE:

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

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

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

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:*

*(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*

*(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.*

[VENDOR]

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

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

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

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

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

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

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

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

**COUNTY OF Inyo**

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

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

Matt Kingsley

Chair Board of Supervisor

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

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

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

Risk Analyst