



REQUEST FOR PROPOSALS

(RFP No. IT2025-001)

Enterprise Security System

Humboldt County, California Date Issued: July 14, 2025

Proposals Due: August 8, 2025 (Received by 5:00 pm)

Humboldt County Administrative Office
825 Fifth Street, Room 112
Eureka, California 95501

**REQUEST FOR PROPOSALS NO. IT2025-001
ENTERPRISE SECURITY SYSTEM**

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1.0 DEFINITIONS:

1.1 Terms:

- A. Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting by and through the Information Technology Division of the Humboldt County Administrative Office.
- C. Enterprise Security System.** As used herein, the term “Enterprise Security System” refers to a unified enterprise-wide security solution for Humboldt County facilities which integrates access controls, surveillance cameras and intrusion alarms into a centralized platform, allowing for enhanced security management across multiple locations.
- D. Professional Services Agreement.** As used herein, the term “Professional Services Agreement” refers to the contract awarded to the Successful Proposer regarding the provision of an Enterprise Security System.
- E. Proposal.** As used herein, the term “Proposal” refers to an offer to provide an Enterprise Security System in response to this Request for Proposals.
- F. Proposer.** As used herein, the term “Proposer” refers to any organization submitting a Proposal in response to this Request for Proposals.
- G. Successful Proposer.** As used herein, the term “Successful Proposer” refers to the organization that the County selects to enter into a final Professional Services Agreement with after the evaluation and selection processes set forth in this Request for Proposals have been completed.

1.2 Abbreviations:

- A. RFP.** As used herein, the abbreviation “RFP” refers to this for the provision of Request for Proposals regarding the provision of an Enterprise Security System.

2.0 INTRODUCTION:

2.1 Statement of Purpose:

The County of Humboldt, by and through the Information Technology Division of the Humboldt County Administrative Office ("County"), is issuing this Request for Proposals ("RFP") to solicit proposals from experienced professionals to design, develop, install, implement and support a unified enterprise security solution for the facilities set forth in Attachment A – Preliminary Site List, which is attached hereto and incorporated herein by reference as if set forth in full, and eventually other County facilities, which integrates access controls, surveillance cameras and intrusion alarms into a centralized platform, allowing for enhanced security management across multiple County

locations (“Enterprise Security System”). The Successful Proposer must have the ability to provide an Enterprise Security System that substantially complies with all of the requirements set forth in this RFP. This RFP is a non-binding solicitation for the provision of an Enterprise Security System and may be canceled by the County at any time.

2.2 Project Background:

The County currently operates multiple independent physical security systems for access control, surveillance cameras and intrusion alarms across various County facilities. These systems lack integration and centralized management, resulting in a fragmented approach where some systems are overseen by the Information Technology Division of the Humboldt County Administrative Office (“Information Technology”), while others are managed by individual departments or require coordination across multiple departments. This decentralized structure creates inefficiencies, requiring significant coordination among various stakeholders to manage access requests, troubleshooting issues and maintain security operations. The transition to a unified enterprise-wide security system will significantly reduce administrative burden, improve operational efficiency and optimize staff resources, allowing County personnel to focus on core responsibilities while ensuring a more secure and manageable physical security infrastructure.

2.3 Process Overview:

Information received as part of the Proposals submitted in response to this RFP shall be objectively evaluated by the County to identify the Proposer that is best qualified to provide an Enterprise Security System as set forth herein. At the conclusion of the review, evaluation, selection, contract negotiation, and approval processes detailed in this RFP, a final Professional Services Agreement pertaining to the provision of an Enterprise Security System will be awarded to the Successful Proposer. It is anticipated that the final Professional Services Agreement resulting from this RFP process will begin on or before October 1, 2025, and expire on September 30, 2030, unless extended by a valid amendment thereto or sooner terminated as set forth therein.

3.0 SCOPE OF SERVICES:

3.1 Outline of Anticipated Services:

The outline of anticipated services set forth herein is for the primary purpose of allowing the County to compare Proposals submitted in response to this RFP. The precise scope of services that will be incorporated into the final Professional Services Agreements resulting from this RFP process shall be the subject of negotiations between the County and the Successful Proposer.

A. Provision of an Enterprise Security System. The Successful Proposer shall be required to design, develop, install, implement and support, in accordance with any and all applicable local, state, and federal laws, regulations, policies, procedures and standards, an Enterprise Security System that integrates access control, surveillance and alarm monitoring, in order to:

1. Provide a centralized, cloud-based platform that allows County departments to manage and monitor physical security systems at the facilities set forth Attachment A – Preliminary Site List, and eventually other County facilities, ensuring a unified and efficient approach to access control, surveillance and alarm monitoring across multiple locations.

2. Enable granular access control by allowing designated department personnel to assign and revoke individual employee access to specific buildings, doors or areas while maintaining enterprise-level oversight and security compliance.
 3. Support real-time video surveillance and archiving capabilities, with secure cloud-based storage and easy retrieval of recorded footage for investigative and compliance purposes.
 4. Ensure seamless integration between door access controls, security cameras and alarm systems, providing a single-pane-of-glass interface for monitoring and managing security events in real time.
 5. Allow authorized County personnel to directly interface with manufacturer support for troubleshooting, reducing reliance on third-party vendors for service and maintenance.
 6. Provide role-based access to the system for different user levels, including, without limitation, Information Technology administrators, department managers and security personnel, ensuring appropriate control and oversight at all levels.
 7. Support mobile and remote access capabilities for authorized personnel to monitor and manage security settings from any location with secure authentication methods.
 8. Enable automated logging and reporting of access events, security alerts and system changes to ensure compliance with any and all applicable local, state and federal security laws, regulations, policies, procedures and standards.
 9. Offer a scalable architecture that accommodates future expansion to additional County facilities without requiring significant hardware or software modifications.
 10. Include comprehensive training and onboarding for County staff to ensure effective system management and adoption.
- B. Provision of As-Built Documentation.** Upon completion of system implementation, the Successful Proposer shall provide detailed as-built documentation, which includes, without limitation, all of the following:
1. Exact installation locations of all security devices across County facilities.
 2. Make, model and reference numbers of all installed equipment.
 3. Wiring diagrams detailing the termination points in Intermediate Distribution Frame and Main Distribution Frame closets.
 4. Network and power requirements specifying whether devices are powered via Alternating Current power or Power over Ethernet.

3.2 Project Development:

It is expected that the Successful Proposer will work collaboratively with the County to plan, design, develop, implement and maintain the Enterprise Security System as required under the final

Professional Services Agreement resulting from this RFP process, including, without limitation, participating in planning sessions and regular meetings, to ensure a smooth implementation and ongoing system optimization. The Successful Proposer will be required to maintain timely and consistent communication with the County, including, without limitation, providing status updates, addressing concerns and ensuring the system meets the County’s security, operational and compliance requirements, throughout the term of final Professional Services Agreement resulting from this RFP Process.

4.0 **REQUIREMENTS STATEMENT:**

4.1 **Eligibility Requirements:**

A. **Mandatory Qualifications.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must satisfied:

1. Proposers must have three (3) or more years of experience providing Enterprise Security Systems with capabilities equivalent to those set forth in this RFP.
2. Proposers must have extensive knowledge of, and the ability to comply with, any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the provision of Enterprise Security Systems with capabilities equivalent to those set forth in this RFP.
3. Proposers must possess, or have the ability to obtain, any and all resources necessary to provide a fully integrated Enterprise Security System with capabilities equivalent to those set forth in this RFP.
4. Proposers must employ an adequate number of qualified professional staff to ensure the efficient and effective provision of an Enterprise Security System with capabilities equivalent to those set forth herein in accordance with the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
5. Proposers must possess a current C-7 “Low Voltage Systems Contractor” license issued by the State of California, or use appropriately licensed subcontractors, for any installation work in County facilities.
6. Proposers must not have a record of unsatisfactory performance, illegal activity, lack of integrity or poor business ethics.

B. **Preferred Qualifications.** Proposals which demonstrate that all, or a portion, of the following conditions have been satisfied will be given preference over those that do not:

1. The Proposer has five (5) or more years of experience providing Enterprise Security Systems with capabilities equivalent to those set forth in this RFP.
2. The Proposer has the ability to provide an Enterprise Security System with capabilities equivalent to those set forth in this RFP on or before October 1, 2025.

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- C. **Licensure, Certification and Accreditation Requirements.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must be in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code, at the time of contract execution.

4.2 **Performance Standards:**

- A. **General Duties and Obligations.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must have the ability to comply with all of the following conditions:

1. The Successful Proposer shall ensure that the Enterprise Security System, and any associated services, required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process, are provided by qualified, efficient and discreet employees in strict accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, as well as any instructions provided by the County.
2. The Successful Proposer shall have sole responsibility for paying the salaries, taxes and all other expenses relating to all staff and personnel employed thereby. Any and all staff and personnel responsible for providing the Enterprise Security System, and any associated services, pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be employed by, and subject to the direct supervision and control of, the Successful Proposer.
3. The Successful Proposer shall be available to confer with County staff regarding the Enterprise Security System, and any associated services, provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
4. The Successful Proposer shall not access or disclose, except as required by law, any personally identifiable information obtained through the provision of the Enterprise Security System, or any associated services, pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
5. The Successful Proposer shall not access, disclose or use any proprietary information obtained through the provision of the Enterprise Security System, or any associated services, pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process, without obtaining the County's approval.

- B. **System Installation and Operation.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must have the ability to comply with all of the following conditions:

1. The implementation, operation and maintenance of the Enterprise Security System provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall not require any major construction efforts, other than the running of cabling or low-voltage wiring to connect security

equipment, or require the use of County staff or resources beyond basic equipment installation and adjustments.

2. All door access controllers and security alarm panels shall be installed in secured locations, such as Intermediate Distribution Frame or Main Distribution Frame closets. Additionally, all wiring associated with the Enterprise Security System provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be properly routed and terminated within appropriate locations to ensure system integrity, security and ease of maintenance.

3. Components of the Enterprise Security System provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process must only require minimal power or energy usage, drawing from typical Alternating Current power outlets or Power over Ethernet. The Enterprise Security System provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process should be designed to utilize minimal internet bandwidth for operation, ensuring scalability and efficiency across the County’s facilities without overloading local networks.

5.0 SCHEDULE OF EVENTS:

The following schedule of events represents the County’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 shall be between 8:00 a.m. and 5:00 p.m. Pacific Standard Time. The County hereby reserves the right, at its sole discretion, to adjust this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals. Notification of any adjustments to the following schedule of events shall be provided to all Proposers.

EVENT	DATE
RFP Issued by County:	July 14, 2025
Deadline to Confirm Attendance at Preliminary Site Inspection	July 25, 2025
Preliminary Site Inspection	July 29, 2025 through July 31, 2025
Deadline for Submission of Questions:	August 1, 2025
Deadline for Responses to Questions:	August 6, 2025
Deadline to Submit Proposals:	August 8, 2025 at 5:00 p.m. PST
Completion of the Proposal Evaluation Process:	August 22, 2025
Completion of the Contract Development Process:	September 1, 2025
Recommendation of Award to the Board of Supervisors:	September 23, 2025
Contract Start Date:	October 1, 2025

6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:

6.1 Preliminary Site Inspection:

Prior to submitting a Proposal in response to this RFP, it is recommended that Proposers attend a group site inspection of various County facilities located throughout Humboldt County. The preliminary site inspection will allow Proposers to assess existing infrastructure, identify potential installation challenges and ensure accurate project scoping. The preliminary site inspection will take

place over the course of three (3) consecutive days on July 29, 30, and 31, 2025. No allowance will subsequently be made for a Proposer's failure to attend the preliminary site inspection, and Proposers will be solely responsible for the consequences of any negligence or lack of diligence in fully understanding existing site conditions. Proposers are encouraged to contact the Information Technology Director, Scott Irving (see Section 8.1 for contact information) no later than 5:00 on July 25, 2025 to confirm attendance at the preliminary site inspection.

6.2 Proposal Submission:

Proposers shall prepare and submit one (1) electronic copy of their Proposal in PDF format, via email, by **5:00 on August 8, 2025**. Proposals must be transmitted as an attachment to, or via a file transfer link contained in, an email with the subject line of "**RFP No. IT2025-001**" along with the name and address of the Proposer and the date and time for submission of Proposals. Proposals that are unsigned or signed by an individual not authorized to bind the Proposer, shall be considered non-responsive and will not be accepted by the County. Proposals submitted in response to this RFP must be sent to the County electronically at the following address:

COUNTY: Humboldt County Administrative Office
Attention: Scott Irving, Information Technology Director
Email: cao@co.humboldt.ca.us

Proposals submitted to any other County department or office shall be considered non-responsive and will not be accepted by the County. Additionally, time is of the essence, and any Proposal received after the above-referenced date and time for submittal shall be considered non-responsive and will not be accepted by the County. It is the sole responsibility of the Proposer to ensure that its Proposal is received before the submission deadline. Nothing in this RFP precludes the County from extending the submission deadline, or from requesting additional information at any time during the Proposal evaluation process.

6.3 Withdrawal of Submitted Proposals:

Proposers may withdraw its Proposal any time prior to the deadline for submission by electronically submitting written notification of withdrawal signed by an authorized representative of the Proposer. Proposals shall become the County's property after the submission deadline has passed.

6.4 Proposal Modification:

Any Proposer 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 Proposer to ensure that modified Proposals are resubmitted prior to the submission deadline in accordance with the terms and conditions of this RFP. Proposals may not be changed or modified after the submission deadline.

6.5 Proposer Investigations:

Before submitting a Proposal, each Proposer shall conduct any and all investigations and examinations necessary to ascertain its ability to comply with the requirements, specifications and standards set forth in this RFP. Each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to conduct such investigations and examinations will not relieve the Successful Proposer from its obligation to comply with all of the requirements,

specifications and standards set forth in this RFP. A Proposer's lack of diligence will not be accepted as a basis for any claim for monetary consideration on the part of Proposer.

6.6 Public Records and Trade Secrets:

After the County has completed the evaluation process, negotiated a Professional Services Agreement with the Successful Proposer, and the selection is published on the Humboldt County Board of Supervisors' agenda, all remaining data submitted by all Proposers is considered public information except for specifically identified trade secret data as set forth below. All Proposals and materials submitted become the property of the County and are subject to disclosure under the California Public Records Act (California Government Code Sections 7920.000, *et seq.*). However, if prior to the award of a Professional Services Agreement further negotiations are contemplated, the County must discern whether public disclosure should await the completion of the negotiations. In these circumstances the County must establish that the public interest in nondisclosure clearly outweighs the public's interest in disclosure. (California Government Code Sections 7922.00, 7922.540; Michaelis, *Montanari and Johnson v. Superior Court* (Los Angeles), 38 Cal. 4th 1065 (2006).)

Each Proposer must specifically identify any information contained in its Proposal which it asserts is a trade secret. Such material must be conspicuously identified by marking each page containing such information as "trade secret." Additionally, each Proposer must include a statement with its response justifying the trade secret designation for each item marked as a trade secret. If such material is not conspicuously identified, then by submitting its Proposal, a Proposer agrees that such material shall be considered public information. The County will determine what information requested to be considered as a "trade secret," at its discretion and in accordance with any and all applicable local, state and federal laws, regulations and standards.

Specifically identified proprietary information will not be released, if a Proposer agrees to indemnify and defend the County in any action brought to disclose such proprietary information. By submitting a Proposal in response to this RFP, each Proposer agrees that the failure to contact a Proposer prior to the release of any proprietary information contained therein will not be a basis for liability by the County.

6.7 Conflict of Interest:

By submitting a Proposal in response to this RFP, each Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been employed or retained to assist in the procuring the final Professional Services Agreement resulting from this RFP process, nor that any such person will be employed in the performance of the Professional Services Agreement resulting from this RFP process without immediate divulgence of such fact to the County.

6.8 Expenses Incurred in Preparing Proposals:

The County shall not accept any responsibility for, or pay any costs or expenses associated with, Proposer's participation in this RFP process, including, without limitation, the preparation and presentation a Proposal. All expenses incurred by the Proposer in preparing its response to this RFP shall be borne solely by the Proposer.

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6.9 No Proposal Accepted from Defaulted Proposer:

Proposals will not be accepted from any Proposer, or related entity of Proposer, that is in arrears or is in default to the County upon any debt or contract, or that is or was a defaulter as surety or otherwise, upon any obligation to the County, or has failed to perform faithfully any previous contract with the County, or has refused to enter into an agreement with the County after having been awarded same within the last five (5) years.

6.10 Right to Reject Proposals:

The County reserves the right to reject any and all Proposals or to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise. In the event of the default of the Successful Proposer, or its refusal to enter into a Professional Services Agreement in the timeframe identified, unless extended at the sole discretion of the County, so as not to delay the commencement of the Professional Services Agreement, the County reserves the right to accept the Proposal of any other Proposer and make an award of Professional Services Agreement to such Proposer subject to approval by the Humboldt County Board of Supervisors, or to negotiate for the modification of any Proposal with another Proposer.

7.0 REQUIRED PROPOSAL DOCUMENTS AND FORMAT:

7.1 General Instructions and Information:

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

1. Proposals must be submitted in accordance with the requirements set forth in this RFP and contain all required attachments.
2. Proposals must be complete and specific unto themselves. For example, “*See Enclosed Manual or Brochure*” will not be considered an acceptable response, and the Proposal will be deemed nonresponsive.
3. Proposals must contain information which enables the County to properly evaluate the Proposer’s ability to provide an Enterprise Security System with capabilities equivalent to those set forth in this RFP.
4. Any and all information, statements, letters and other documentation and attachments required by this RFP must be included in the Proposal.

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

1. Proposals must not be any more than thirty (30) pages in length. Proposals exceeding the maximum page limit may be rejected by the County as non-responsive.
2. Proposals must be uniformly typed in twelve (12) point font with each section and subsection clearly titled, each page consecutively numbered, including all attachments.

C. **Formatting Requirements.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposals shall include all of the following sections:

- 1.0 Introductory Letter
- 2.0 Table of Contents
- 3.0 Signature Affidavit
- 4.0 Professional Profile
- 5.0 Project Description
- 6.0 Cost Proposal
- 7.0 Supplemental Documentation
- 8.0 References
- 9.0 Evidence of Insurability and Business Licensure
- 10.0 Exceptions, Objections and Requested Changes

7.2 Introductory Letter:

The introductory letter shall, in two (2) pages or less, describe the Proposer’s qualifications, experience and vision regarding the provision of an Enterprise Security System with capabilities equivalent to those set forth in this RFP. The introductory letter must also provide the Proposer’s current contact information, including, without limitation, the name, address, telephone number and email address of a representative that is authorized to communicate with HDCA on behalf of the Proposer.

7.3 Signature Affidavit:

Proposals must contain a signed and completed Signature Affidavit, which is attached to this RFP as Attachment B – Signature Affidavit and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including, without limitation, the termination of the final Professional Services Agreement resulting from this RFP process. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

7.4 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, in the order listed above with sequential page numbers.

7.5 Professional Profile:

Proposals shall include a clear and concise narrative that identifies the Proposer’s ability to provide an Enterprise Security System with capabilities equivalent to those set forth in this RFP.

A. **Organization Overview.** The professional profile must include an overview of the structure and operation of the Proposer’s organization, which includes, at a minimum, all the following information:

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1. Proposer's organization name, physical location, mission statement, accreditation, certification and/or licensure status, legal business status, such as partnership, corporation or limited liability company, current staffing levels and overall budget.
 2. A detailed description of the Proposer's current and previous business activities, including, without limitation:
 - a. The history of the Proposer's organization, including, without limitation, the date on which the organization was founded and how innovation and high-quality performance is fostered thereby.
 - b. The total number of years the Proposer has been operating under the present organization name, and any prior organization names under which the Proposer has provided Enterprise Security Systems with capabilities equivalent to those set forth in this RFP.
 - c. The total number of years the Proposer has been providing Enterprise Security Systems with capabilities equivalent to those set forth in this RFP.
 - d. The total number of public agencies for which the Proposer has provided Enterprise Security Systems with capabilities equivalent to those set forth in this RFP.
 3. A detailed description of any litigation regarding the provision of Enterprise Security Systems with capabilities equivalent to those set forth in this RFP that has been brought by or against the Proposer, including, without limitation, the nature and result of such litigation, if applicable.
 4. A detailed description of any fraud convictions related to the performance of public contracts, if applicable.
 5. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts, if applicable.
 6. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
 7. A detailed description of any controlling or financial interest the Proposer has in any other organizations, or whether Proposer's business is owned or controlled by any other organization. If the Proposer does not hold a controlling or financial interest in any other organizations, that must be stated.
- B. Overview of Qualifications and Experience.** The professional profile must include an overview of the Proposer's qualifications and experience regarding the provision of Enterprise Security Systems with capabilities equivalent to those set forth in this RFP, which includes, at a minimum, all of the following information:
1. Identification of the Proposer's management team, key personnel and subcontractors that will be responsible for providing an Enterprise Security System with capabilities equivalent to those set forth in this RFP.

2. A detailed description of the Proposer's overall experience in providing Enterprise Security Systems with capabilities equivalent to those set forth in this RFP, which includes specific examples of past projects, measurable outcomes and overall successes.
3. A detailed description of the qualifications and experience of key personnel and subcontractors that will be responsible for implementing the Enterprise Security System with capabilities equivalent to those set forth in this RFP, including, without limitation, job titles, responsibilities, specialized training, licenses, certifications and experience working with governmental or large-scale enterprise security systems.
4. A detailed description of how the Proposer's qualifications will help meet the County's objective of obtaining a high-quality Enterprise Security System.

7.6 **Project Description:**

Proposals shall include a clear and concise project description which identifies the Proposer's ability to comply with the requirements, specifications and standards set forth in this RFP.

A. Description of Services. The project description must contain an overview of the Enterprise Security System that will be provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process, including, at a minimum, all of the following information:

1. A detailed description of the Enterprise Security System that will be provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
2. A description of any additional system specifications, capabilities and/or services, including, without limitation cybersecurity enhancements, Artificial Intelligence-powered analytics, mobile access solutions or integrations with existing Information Technology infrastructure, that the Proposer believes may add value to the Enterprise Security System that will be provided pursuant to the terms and conditions of the Professional Services Agreement resulting from this RFP process.

B. Quality Assurance Capabilities. The project description shall include an overview of the Proposer's policies and procedures regarding quality control, which includes, at a minimum, all of the following information:

1. A detailed description of the Proposer's understanding of the requirements, challenges and potential hurdles, including considerations for scalability, integration with existing infrastructure, compliance with security regulations and potential risks, such as cybersecurity threats or system failures, associated with the provision of an Enterprise Security System with capabilities equivalent to those set forth in this RFP.
2. A detailed description of the processes, including, without limitation, testing methodologies, system calibration and ongoing maintenance procedures, that will be utilized to ensure that the Enterprise Security System provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process meets the performance specifications set forth herein.

3. A detailed description of the processes that will be utilized to ensure that the Enterprise Security System provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process complies with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, any and all applicable prevailing wage requirements.
4. A detailed description of the expected communication channels between the Proposer and the County, including, without limitation, how problems and disputes will be resolved.

7.7 **Cost Proposal:**

- A. **Price Quotes.** Proposals shall include an itemized list of any and all costs and expenses associated with the provision of an Enterprise Security System with capabilities equivalent to those set forth in this RFP. Cost information should be presented in a form that is substantially similar to the Cost Proposal Form that is attached to this RFP as Attachment C – Cost Proposal Form and incorporated herein by reference as if set forth in full. In addition to the above-referenced cost information, Proposals should also include an explanation of how the costs and expenses in each budget line were estimated and the justification for such costs and expenses.
- B. **General Instructions and Requirements.** The following is an outline of the general requirements applicable to price quotes:
 1. Price quotes shall be valid for a minimum of one hundred eighty (180) days from the Proposal submission deadline of August 8, 2025.
 2. Price quotes shall include any exceptions, deviations and clarifications pertinent to the provision of an Enterprise Security System with capabilities equivalent to those set forth in this RFP that may assist in the evaluation of such price quotes.
 3. The total budget set forth in the price quote shall not exceed any local, state or federal maximum allowances applicable to the provision of an Enterprise Security System with capabilities equivalent to those set forth in this RFP.

7.8 **Supplemental Documentation:**

Proposals shall include any and all documents that will assist the County in evaluating the Proposer's ability to comply with the requirements, specifications and standards set forth in this RFP, including, without limitation, any and all administrative policies, procedures and best practices that will be used to facilitate the provision of an Enterprise Security System with capabilities equivalent to those set forth in this RFP, and any and all required licensure, certification and/or accreditation documents.

7.9 **References:**

- A. **Reference Data Sheet.** Proposals shall include a complete and verified Reference Data Sheet, which is attached to this RFP as Attachment D – Reference Data Sheet and incorporated herein by reference as if set forth in full, that includes present and past performance information from a minimum of three (3) former clients, preferably governmental agencies, to whom the Proposer has provided an Enterprise Security System with capabilities equivalent to those set forth in this RFP within the past five (5) years.

- B. Required Information.** The performance information provided with each reference must be clearly correlated to the provision of an Enterprise Security System with capabilities equivalent to those set forth in this RFP. Each reference must include, at a minimum, all of the following information:
1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
 2. The dates on which the Enterprise Security Systems with capabilities equivalent to those set forth in this RFP were provided to each referenced client.
 3. A detailed description of the Enterprise Security Systems with capabilities equivalent to those set forth in this RFP that were provided to each referenced client, including, without limitation, the time period in which such Enterprise Security Systems were delivered.
 4. A detailed description of how the Enterprise Security Systems with capabilities equivalent to those set forth in this RFP provided by the Proposer led to the accomplishment of each referenced client's goals and objectives.
 5. Verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer's knowledge.

7.10 Evidence of Insurability and Business Licenses:

Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreement that is attached hereto as Attachment E – Sample Professional Services Agreement and incorporated herein by reference as if set forth in full. Prior to the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to produce certificates of the required insurance, including, without limitation, a certified endorsement naming the County as an additional insured. However, Proposers should not purchase any additional insurance until the Professional Services Agreement resulting from this RFP process has been awarded. In addition, all Proposers shall certify the possession of any and all required licenses and/or certifications required for the provision of an Enterprise Security System with capabilities equivalent to those set forth herein.

7.11 Exceptions, Objections and Requested Changes:

Proposers should carefully review the terms, conditions and requirements set forth in this RFP and the sample Professional Services Agreement attached hereto. Any exceptions, objections or requested changes to any portion of this RFP, and/or the sample Professional Services Agreement attached hereto, shall be clearly identified and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and section number of the referenced portion of this RFP or the sample Professional Services Agreement attached hereto. Protests based on any exception, objection or requested change to this RFP, and/or the sample Professional Services Agreement attached hereto, shall be considered waived and invalid by the County, if the exception, objection or requested change is not adequately identified and explained in the Proposal. The County reserves the right to accept or reject any or all exceptions, objections or requested changes at its sole discretion. The materiality of the exceptions, objections or requested changes will be factored into the evaluation process.

7.12 Required Attachments:

Proposals that do not contain each of the following attachments will be considered non-responsive and will be rejected by the County.

- **Attachment 1 – RFP Signature Affidavit** (See Section 7.3)
- **Attachment 2 – Cost Proposal** (See Section 7.7)
- **Attachment 3 – Supplemental Documentation** (See Section 7.8)
- **Attachment 4 – Reference Data Sheet** (See Section 7.9)

8.0 MODIFICATION AND CORRECTION OF PROPOSALS:

8.1 Requests for Clarification or Correction:

Proposers shall be responsible for meeting all of the requirements set forth in this RFP and the sample Professional Services Agreement attached hereto. If a Proposer discovers any ambiguity, discrepancy, omission or other error in this RFP or the sample Professional Services Agreement attached hereto, a written request for clarification or correction should be immediately submitted to the County electronically at the following address:

COUNTY: Humboldt County Administrative Office
Attention: Scott Irving, Information Technology Director
Email: cao@co.humboldt.ca.us

Any and all requests for clarification or correction and any other questions pertaining to this RFP process must be received by the County on or before **August 1, 2025**. All responses to such requests for clarification or correction and written questions received by the County will be posted on the County of Humboldt's website on or before **August 6, 2025**.

8.2 Addenda:

Any and all modifications to this RFP shall be made and distributed by written Addenda. All Addenda to this RFP, if necessary, will be distributed via email to all Proposers and will be posted on the County of Humboldt's website. Addenda issued by the County interpreting or modifying any portion of this RFP shall be incorporated into any and all Proposals, if possible. The Addenda cover sheet shall be signed and dated by the Proposer and submitted to the County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on the County and shall in no way modify this RFP or the obligations of the County or any Proposer.

9.0 EVALUATION CRITERIA AND SELECTION PROCESS:

After the Proposals are received and opened in accordance with the requirements set forth herein, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications and experience necessary to provide an Enterprise Security System with capabilities equivalent to those set forth in this RFP. In evaluating the Proposals, the County shall employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Service Requirements – 40 Points:** The Proposer’s ability to provide an Enterprise Security System with capabilities equivalent to those set forth in this RFP in accordance with the requirements contained herein and the sample Professional Services Agreement attached hereto.
- **Organizational Experience and Capacity – 25 Points:** The Proposer’s experience in providing Enterprise Security Systems with capabilities equivalent to those set forth in this RFP.
- **Commencement of Services – 10 Points:** The Proposer’s ability to enter into a final Professional Services Agreement regarding the provision of an Enterprise Security System with capabilities equivalent to those set forth in this RFP on or before October 1, 2025.
- **Overall Cost of Services – 20 Points:** The Proposer’s ability to provide an Enterprise Security System with capabilities equivalent to those set forth in this RFP in a cost-efficient manner.
- **Other Criteria – 5 Points:** The overall impression of the Proposer’s ability to provide an Enterprise Security System with capabilities equivalent to those set forth in this RFP.

All Proposals will be evaluated by an impartial RFP Evaluation Committee comprised of County staff members and other parties that have expertise regarding, or experience with, the provision of Enterprise Security Systems with capabilities equivalent to those set forth in this RFP. The RFP Evaluation Committee may directly request clarification of Proposals from, and/or interviews with, one (1) or more Proposers. The purpose of any such requests for clarifications or interviews shall be to ensure the RFP Evaluation Committee’s full understanding of the Proposer’s ability to provide an Enterprise Security System with capabilities equivalent to those set forth in this RFP. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing, as appropriate. Any delay caused by a Proposer’s failure to respond to such a request for clarification or interview may result in the rejection of the Proposal.

The evaluation and selection process set forth in this RFP is designed to award a final Professional Services Agreement to the Proposer 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 submitted in response hereto. The award of a final Professional Services Agreement, if made by the County, will be based upon a total evaluation of each Proposal and the projected costs associated therewith.

All contacts made with the County during the evaluation and selection process shall be through Information Technology Director, Scott Irving (see Section 8.1 for contact information). Attempts by the Proposer to contact any other County representative during the evaluation and selection process may result in rejection of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written complaint from the Proposer about this RFP process.

10.0 CONTRACT DEVELOPMENT:

10.1 Contract Negotiation Process:

Once the evaluation and selection process set forth in this RFP has been completed, the County will notify each Proposer of the final rankings and negotiate the terms and conditions of the final Professional Services Agreement with the highest-ranking Proposer. The highest-ranking Proposer

shall participate in the contract negotiation process in accordance with direction from the County. Any delay caused by the Proposer's failure to participate in good faith contract negotiations may lead to rejection of the Proposal.

10.2 Scoping Meeting:

The highest-ranking Proposer may be asked to attend a scoping meeting to ensure that the Proposer has a full understanding of the terms, conditions and requirements that will be included in the final Professional Services Agreement resulting from this RFP process. The Scoping meeting will also provide the highest-ranking Proposer with an opportunity to ask questions regarding the Enterprise Security System that it will be expected to provide pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.

10.3 Award of Final Professional Services Agreement:

If the County determines, after completion of the contract negotiation process, to award a contract for the provision of an Enterprise Security System with capabilities equivalent to those set forth in this RFP, the final Professional Services Agreement shall be sent to the Successful Proposer for signature. Once a signed copy has been returned to the County, the Professional Services Agreement will be presented to the Humboldt County Board of Supervisors for final approval and execution. The County hereby reserves the right to award a Professional Services Agreement to the Proposer which, in the sole judgment of the County, meets the County's objective of providing a high-quality Enterprise Security System. No Proposal shall be binding upon the County until a final Professional Services Agreement is signed by duly authorized representatives of both the Successful Proposer and the County.

10.4 Contractual Requirements:

- A. Term.** The final Professional Services Agreement resulting from this RFP process shall begin upon execution thereof and shall remain in full force and effect until the contract expiration date, unless extended by a valid amendment thereto or sooner terminated as set forth therein. The County shall have the right to extend the term of, and increase the maximum amount payable under, the final Professional Services Agreement resulting from this RFP process, via duly executed amendments thereto, based on the availability of funds.
- B. Termination for Cause.** If, in the County's opinion, the Successful Proposer fails to adequately provide the agreed upon Enterprise Security System within the applicable timelines or otherwise fails to comply with the terms and conditions set forth in the final Professional Services Agreement resulting from this RFP process, or violates any local, state or federal laws, regulations or standards applicable to the performance thereof, the County may immediately terminate the Professional Services Agreement upon written notice, or reduce the amount of compensation to be paid to the Successful Proposer pursuant to the terms and conditions thereof.
- C. Termination without Cause.** The County may terminate the final Professional Services Agreement resulting from this RFP process without cause upon thirty (30) days advance written notice to the Successful Proposer.

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- D. Termination due to Insufficient Funding.** The County's obligations under the final Professional Services Agreement resulting from this RFP process shall be contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, the County shall, in its sole discretion, have the right to terminate the Professional Services Agreement resulting from this RFP process upon seven (7) days advance written notice.
- E. General Reporting Requirements.** In connection with the execution of the Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to provide the County with any reports that may be required by any and all local, state and/or federal agencies. Any and all reports required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with any and all applicable local, state and federal timeframes and accessibility requirements.
- F. Preparation and Maintenance of Performance and Financial Records.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to prepare accurate and complete performance and financial records, documents and other evidence relating to the provision of an Enterprise Security System with capabilities equivalent to those set forth herein, and to maintain and preserve said records for at least three (3) years from the date of final payment under the final Professional Services 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.
- G. Inspection of Performance and Financial Records.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to make any and all performance and financial records, documents and other evidence relating to the provision of an Enterprise Security System with capabilities equivalent to those set forth herein available during normal business hours to inspection, audit and reproduction by the County, and any other duly authorized local, state and/or federal agencies, including, without limitation, the California State Auditor's Office, for a period of three (3) years after the date of final payment thereunder. The Successful Proposer will also be required to allow interviews of any of its employees who might reasonably have information related to such records by the County and any other duly authorized local, state and/or federal agencies.
- H. Project Monitoring.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the County will have the right to monitor any and all activities related to the provision of an Enterprise Security System with capabilities equivalent to those set forth herein, including, without limitation, the right to review and monitor the Successful Proposer's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of the final Professional Services Agreement. The Successful Proposer will be required to cooperate with a corrective action plan, if deficiencies in its records, policies, procedures or business operations are identified by the County. However, the County will in no way be responsible, or held accountable, for overseeing or evaluating the adequacy of the Successful Proposer's performance under the final Professional Services Agreement resulting from this RFP process.
- I. Disclosure of Confidential Information.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will

be required to protect any and all confidential information obtained pursuant to the terms and conditions set forth therein in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, standards, guidelines and frameworks.

- J. Compliance with Anti-Discrimination Laws.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all applicable 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, 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 Part 60 of Title 41 of the Code of Federal Regulations, and any other applicable local, state and/or federal laws, regulations and standards, all as may be amended from time to time.
- K. Nuclear Free Humboldt County Ordinance Compliance.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear-Free Humboldt County Ordinance. The County shall have the right to immediately terminate the Professional Services Agreement if it is determined that the Successful Proposer falsified the above-referenced certification or subsequently becomes a Nuclear Weapons Contractor.
- L. Indemnification Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to hold harmless, defend and indemnify the 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, the Successful Proposer's negligent performance of, or failure to comply with, any of the obligations contained in the final Professional Services Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- M. Insurance Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile liability, workers' compensation and professional liability insurance policies. The Successful Proposer shall furnish the County with certificates and original endorsements effecting any and all required insurance coverage prior to the County's execution of the Professional Services Agreement resulting from this RFP process. In addition, the County may require additional insurance dependent upon the final scope of services that will be provided by the Successful Proposer.
- N. Compliance with Applicable Laws, Regulations, and Standards.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the provision of an Enterprise

Security System with capabilities equivalent to those set forth herein. In addition, the Successful Proposer will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code.

- O. **Prevailing Wage.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.* and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.
- P. **Assignment.** The final Professional Services Agreement resulting from this RFP process, and any amendments thereto, shall not be assignable by the Successful Proposer without the prior written approval of the County. Said approval shall be granted at the sole discretion of the County.
- Q. **Jurisdiction and Venue.** The final Professional Services Agreement resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes related to the terms and conditions of the Professional Services Agreement resulting from this RFP process shall be litigated in the State of California, and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code Civil Procedure, Sections 394 or 395.

11.0 RESERVATION OF RIGHTS:

The County hereby reserves the right to cancel this RFP process at any time after the issuance of this RFP, but prior to the award of a final Professional Services Agreement, if the County determines, in its sole discretion, that cancellation is in the best interest of the County for any reason, including, without limitation, the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith or the County determines, after review of the Proposals, that the County's needs can be satisfied through an alternative method.

The County reserves the right to amend or modify the preliminary scope of services set forth in this RFP prior to the award of a final Professional Services Agreement, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the County to award a Professional Services Agreement for the provision of an Enterprise Security System with capabilities equivalent to those set forth herein, or to pay any costs incurred in the preparation of any Proposals submitted in response hereto.

**REQUEST FOR PROPOSALS NO. IT2025-001
ENTERPRISE SECURITY SYSTEM**

ATTACHMENT A – PRELIMINARY SITE LIST

Site Name	Address	Hardware	Quantity
Coroner	3012 I St, Eureka, CA	Camera	2
Coroner	3012 I St, Eureka, CA	Door Access Reader	3
Coroner	3012 I St, Eureka, CA	Door Access Controller	1
Coroner	3012 I St, Eureka, CA	Alarm Keypad	1
Coroner	3012 I St, Eureka, CA	Alarm Controller	1
Courthouse	825 5th St, Eureka, CA	Camera	7
Courthouse	825 5th St, Eureka, CA	Door Access Reader	46
Courthouse	825 5th St, Eureka, CA	Door Access Controller	19
Courthouse	825 5th St, Eureka, CA	Intercom	2
County	2905 Hubbard Ln, Eureka, CA	Door Access Reader	1
County	2905 Hubbard Ln, Eureka, CA	Door Access Controller	1
Library Garberville	715 Cedar St, Garberville, CA	Door Access Reader	4
Library Garberville	715 Cedar St, Garberville, CA	Door Access Controller	1
Library Garberville	715 Cedar St, Garberville, CA	Camera	5
Library Garberville	715 Cedar St, Garberville, CA	Alarm Keypad	1
Library Garberville	715 Cedar St, Garberville, CA	Alarm Controller	1
Sheriff Garberville	715 Cedar St, Garberville, CA	Door Access Reader	4
Sheriff Garberville	715 Cedar St, Garberville, CA	Door Access Controller	1
Sheriff Garberville	715 Cedar St, Garberville, CA	Camera	4
Sheriff Garberville	715 Cedar St, Garberville, CA	Alarm Keypad	1
Sheriff Garberville	715 Cedar St, Garberville, CA	Alarm Controller	1
Library Main	1313 3rd St, Eureka, CA	Door Access Reader	4
Library Main	1313 3rd St, Eureka, CA	Door Access Controller	1
Probation Main	2002 Harrison Ave, Eureka, CA	Door Access Reader	5
Probation Main	2002 Harrison Ave, Eureka, CA	Door Access Controller	2
Probation Adult	555 H St, Eureka, CA	Door Access Reader	7
Probation Adult	555 H St, Eureka, CA	Door Access Controller	2
ADA Shop	803 4th St, Eureka, CA	Camera	2
ADA Shop	803 4th St, Eureka, CA	Alarm Keypad	1
IT	839 4 th St, Eureka, CA	Spare Door Access Reader	3
IT	839 4 th St, Eureka, CA	Spare Door Access Controller	3
IT	839 4 th St, Eureka, CA	Camera	2
IT	839 4 th St, Eureka, CA	Alarm Controller	1

**REQUEST FOR PROPOSALS NO. IT2025-001
ENTERPRISE SECURITY SYSTEM**

**ATTACHMENT B – SIGNATURE AFFIDAVIT
(Submit with Proposal)**

REQUEST FOR PROPOSALS – NO. IT2025-001 SIGNATURE AFFIDAVIT	
NAME OF ORGANIZATION:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

The California Public Records Act, California Government Code Sections 7920.000, et seq., defines a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or agency to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above-named agency and hereby agrees to all the terms, conditions and specifications required by the County in Request for Proposals No. IT2025-001 and declares that the attached Proposal and pricing are in conformity therewith.

Signature

Title

Name

Date

This agency hereby acknowledges receipt / review of the following Addendum(s), if any)
Addendum # [] Addendum # [] Addendum # [] Addendum # []

**REQUEST FOR PROPOSALS NO. IT2025-001
ENTERPRISE SECURITY SYSTEM**

**ATTACHMENT C – COST PROPOSAL FORM
(Submit with Proposal)**

Itemize all costs that will be incurred by the County for the provision of an Enterprise Security System with capabilities equivalent to those set forth in Request for Proposals No. IT2025-001. Price Quotes shall include any and all costs associated with the provision of the Enterprise Security System, including, the provision and installation of the equipment set forth in Attachment A – Preliminary Site List. A narrative should be attached to clarify any pricing data submitted.

A. Personnel Costs		
Title: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description of Duties: [REDACTED]		
Title: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description of Duties: [REDACTED]		
Total Personnel Costs:		\$ [REDACTED]. [REDACTED]
B. Operational Costs		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Total Operational Costs:		\$ [REDACTED]. [REDACTED]
C. Supply Costs		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Total Supply Costs:		\$ [REDACTED]. [REDACTED]
D. Transportation Costs		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Total Transportation Costs:		\$ [REDACTED]. [REDACTED]
E. Other Costs		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Total Other Costs:		\$ [REDACTED]. [REDACTED]
F. Indirect Costs		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Total Indirect Costs:		\$ [REDACTED]. [REDACTED]
Total:		\$ [REDACTED]. [REDACTED]

**REQUEST FOR PROPOSALS NO. IT2025-001
ENTERPRISE SECURITY SYSTEM**

**ATTACHMENT D – REFERENCE DATA SHEET
(Submit with Proposal)**

REFERENCE DATA SHEET	
Provide a minimum of three (3) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County of Humboldt does not qualify.	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
DEPARTMENT NAME:	
APPROXIMATE POPULATION:	
DESCRIPTION OF SCOPE OF WORK:	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
DEPARTMENT NAME:	
APPROXIMATE POPULATION:	
DESCRIPTION OF SCOPE OF WORK:	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
DEPARTMENT NAME:	
APPROXIMATE POPULATION:	
DESCRIPTION OF SCOPE OF WORK:	

**REQUEST FOR PROPOSALS NO. IT2025-001
ENTERPRISE SECURITY SYSTEM**

ATTACHMENT E – SAMPLE PROFESSIONAL SERVICES AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONSULTANT]
FOR FISCAL YEARS 2025-2026 THROUGH ~~2030~~-2031**

This Agreement, entered into this ____ day of _____, 2025, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Contractor], a [Name of State] [type of business], hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through the Information Technology Division of the Humboldt County Administrative Office, desires to retain a qualified professional to develop, implement and support a unified enterprise security system for Humboldt County facilities which integrates access controls, surveillance cameras and intrusion alarms into a centralized platform, allowing for enhanced security management across multiple locations throughout Humboldt County; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONSULTANT hereby agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONSULTANT agrees to fully cooperate with the Information Technology Director, or a designee thereof.

2. TERM:

This Agreement shall begin on October 1, 2025 and shall remain in full force and effect until September 30, 2030, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONSULTANT fails to adequately perform the services required hereunder, fails to comply with the

terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for uncompensated services provided hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONSULTANT.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]). In no event shall the maximum amount paid under this Agreement exceed [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED], [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED] and [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED]. CONSULTANT hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as set forth herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONSULTANT, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONSULTANT shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month in which services are provided hereunder. CONSULTANT shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and

expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY electronically at the following address:

COUNTY: Humboldt County Administrative Office – Information Technology Division
Attention: Scott Irving, Information Technology Director
cao@co.humboldt.ca.us

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions 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: Humboldt County Administrative Office – Information Technology Division
Attention: Scott Irving, Information Technology Director
839 Fourth Street
Eureka, California 95501

CONSULTANT: [Name of Consultant]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

7. REPORTS:

CONSULTANT hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONSULTANT shall submit one (1) hard copy and one (1) electronic copy of any and all reports required pursuant to the terms and conditions of this Agreement in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required pursuant to the terms and conditions of this Agreement shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONSULTANT hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, 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. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination

and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONSULTANT hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONSULTANT hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONSULTANT's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT shall cooperate with a corrective action plan, if deficiencies in CONSULTANT's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONSULTANT's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONSULTANT hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, but not limited to, 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 Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party hereby agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent

with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONSULTANT hereby agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONSULTANT certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*) by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution,

dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

- 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:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONSULTANT'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 shall:
 - 1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONSULTANT 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 and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONSULTANT from liability under this provision. This provision shall apply to all claims for damages related to CONSULTANT's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations set forth herein, CONSULTANT, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance,

placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and 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 (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
5. Cyber Liability Insurance, with limits not less than Two Million Dollars (\$2,000,000) per occurrence or claim (Four Million Dollars (\$4,000,000) aggregate). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this Agreement and shall include, without limitation, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to, or destruction of, electronic information, release of private information and alteration of electronic information. Such policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or 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 property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONSULTANT 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 (1) insured shall not operate to impair the rights of one (1) 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 (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT 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 CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all notices regarding the insurance required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONSULTANT: [Name of Consultant]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]
[EMAIL]

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Each party hereby agrees that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONSULTANT shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code.
- C. Accessibility Requirements. CONSULTANT hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONSULTANT hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- E. Prevailing Wage Requirements. CONSULTANT hereby agrees to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.* and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such

provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

20. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by each of the parties hereto.

21. 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.

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

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

24. WAIVER OF DEFAULT:

The waiver by either party of any breach 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 which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

25. 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.

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26. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

27. TITLE TO INFORMATION AND DOCUMENTS:

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

28. STANDARD OF PRACTICE:

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

29. JURISDICTION AND VENUE:

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

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONSULTANT shall inform COUNTY of any and all requests for interviews by the media related to the services provided pursuant to the terms and conditions of this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required hereunder shall be given in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security, insurance and confidentiality requirements set forth herein. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

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32. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section [] – Compensation upon Termination, Section [] – Record Retention and Inspection, Section [] – Confidential Information and Section [] – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. 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 (1) party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

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

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, 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.

38. 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 their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether

oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

[NAME OF CONSULTANT]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

[Name of Board Chair], Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Sample Invoice Form

EXHIBIT A
SCOPE OF SERVICES

[Name of Consultant]

For Fiscal Years 2025-2026 through 2030-2031

1. SERVICES:

[List and describe the services to be performed under the Agreement]

2. SCHEDULE:

[List and describe project milestones/timeline for performance]

3. DELIVERABLES:

[List and describe deliverables]

4. ACCEPTANCE CRITERIA:

[List and describe the criteria and standards to be achieved for each deliverable]

5. REPORTING REQUIREMENTS:

[List and describe reporting requirements, as applicable]

6. PLACE OF PERFORMANCE:

[List and describe place of performance]

7. COUNTY RESPONSIBILITIES:

[List and describe County responsibilities, as applicable]

EXHIBIT B
SCHEDULE OF RATES
 [Name of Consultant]

For Fiscal Years 2025-2026 through 2030-2031

A. Personnel Costs		
Title: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description of Duties: [REDACTED]		
Title: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description of Duties: [REDACTED]		
Total Personnel Costs:		\$ [REDACTED]. [REDACTED]
B. Operational Costs		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Total Operational Costs:		\$ [REDACTED]. [REDACTED]
C. Supply Costs		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Total Supply Costs:		\$ [REDACTED]. [REDACTED]
D. Transportation Costs		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Total Transportation Costs:		\$ [REDACTED]. [REDACTED]
E. Other Costs		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Total Other Costs:		\$ [REDACTED]. [REDACTED]
F. Indirect Costs		
Item: [REDACTED]		\$ [REDACTED]. [REDACTED]
Description: [REDACTED]		
Total Indirect Costs:		\$ [REDACTED]. [REDACTED]
Total:		\$ [REDACTED]. [REDACTED]

Fluctuations of up to ten percent (10%) of salary calculations to account for wage increases, new hires, etc. are allowable if total amount of personnel category does not increase. Any shift of funds to or from the personnel category must be approved by COUNTY in writing. CONSULTANT may shift up to twenty-five percent (25%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.

**EXHIBIT C
SAMPLE INVOICE FORM**

[Name of Consultant]

For Fiscal Years 2025-2026 through 2030-2031

(Place on agency letter head)

INVOICE

Contractor Name
Contract Reference
Contractor Street Address
City, State, Zip Code

Invoice Date
Invoice Period
Invoice Number

Contact Name
Contact Phone Number

Date	Quantity	Description of Service	Rate	Total
Total Invoiced Amount				
Contract term	Contract Cap	Amount expended previously	Invoice Amount	Contract Amount Remaining after this Invoice