

Solicitation 060-582334-SX

CONSULTANT AND IMPLEMENTATION SERVICES FOR AUTOMATED FINGERPRINT ID SYSTEM



County of Orange

Bid 060-582334-SX
CONSULTANT AND IMPLEMENTATION SERVICES FOR AUTOMATED
FINGERPRINT ID SYSTEM

Bid Number	060-582334-SX
Bid Title	CONSULTANT AND IMPLEMENTATION SERVICES FOR AUTOMATED FINGERPRINT ID SYSTEM
Bid Start Date	Mar 25, 2010 4:16:37 PM PDT
Bid End Date	Apr 26, 2010 4:00:00 PM PDT
Question & Answer End Date	Apr 2, 2010 4:00:00 PM PDT
Bid Contact	Joe Urbano

Standard Disclaimer	The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.
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Description

THE COUNTY OF ORANGE, SHERIFF-CORONER/PURCHASING SERVICES BUREAU, IS SOLICITING PROPOSALS FOR THE DEVELOPMENT OF A SCOPE OF WORK AND THE COORDINATION AND IMPLEMENTATION OF AN AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS) FOR THE COUNTY OF ORANGE REMOTE ACCESS NETWORK (RAN) BOARD, AS FURTHER DESCRIBED IN THIS RFP. THE AWARDED CONTRACT WILL BE A TWO (2) YEAR CONTRACT, RENEWABLE FOR ONE (1) ADDITIONAL, ONE (1) YEAR CONSECUTIVE TERM, BETWEEN THE COUNTY AND SELECTED OFFEROR. A DETAILED SCOPE OF WORK OUTLINING THE COUNTY'S REQUIREMENTS IS PROVIDED IN THE RFP.



**COUNTY OF ORANGE
SHERIFF-CORONER DEPARTMENT**

REQUEST FOR PROPOSALS FOR:

**CONSULTANT SERVICES FOR THE DEVELOPMENT OF A SCOPE OF WORK
AND THE COORDINATION AND IMPLEMENTATION OF AN AUTOMATED
FINGERPRINT IDENTIFICATION SYSTEM (AFIS) FOR THE COUNTY OF
ORANGE REMOTE ACCESS NETWORK (RAN) BOARD**

RFP No. 060-582334-SX

REQUEST FOR PROPOSAL

County of Orange
 Sheriff-Coroner
 Purchasing Services Bureau
 320 N. Flower Street
 Santa Ana, CA 92703
 (714) 834-6700

**PROPOSALS MUST BE RECEIVED
 BY, OR PRIOR TO,
 4:00 P.M. PT
 ON OR BEFORE
APRIL 26, 2010
 PROPOSAL NUMBER
060-582334-SX
 File Folder No: 582334**

INSTRUCTIONS:

1. SUBMIT **6** COPIES OF YOUR PROPOSAL AS SPECIFIED IN SECTION C, PAGE # 5, TERM # 4 OF THIS RFP.
2. RETURN THIS PAGE SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP #, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. DECLINATION - IN THE EVENT YOU ELECT NOT TO SUBMIT A PROPOSAL, INFORM US ON THIS FORM AND RETURN BY THE DUE DATE INDICATED.

DATE: March 25, 2010

**REQUEST FOR PROPOSALS ("RFP")
 COVER PAGE**

Project Title: Consultant services for the development of a scope of work and the coordination and implementation of an automated fingerprint identification system (AFIS) for the County of Orange Remote Access Network (RAN) Board

The County of Orange, Sheriff-Coroner/Purchasing Services Bureau, hereinafter referred to as ("County"), is soliciting proposals from qualified firms, hereinafter referred to as ("Offerors") to provide Consultant Services for the Development of Scope of Work for the complete replacement of the County's existing Automated Fingerprint Identification System (AFIS), and assist in the management of the project through completion for the County of Orange Remote Access Network (RAN) Board as further described in this RFP. The awarded contract hereinafter referred to as ("Contract") will be a two (2) year contract, renewable for one (1) additional year, between the County and selected Offeror for Consultant services for the development of a scope of work and the coordination and implementation of an automated fingerprint identification system (AFIS) for the County of Orange Remote Access Network (RAN) Board. A detailed Scope of Work concerning the County's requirements is provided herein as Attachment A.

This Request for Proposal(s) is set out in the following format:

- SECTION I. Introduction and Instructions to Offerors
 SECTION II. Proposal Response Requirements/Minimum Qualifications
 SECTION III. Model Contract followed by Attachments

PROPOSALS ARE DUE ON April 26, 2010 AT 4:00 PM Pacific Time.

Proposals must be submitted in sealed packages. See complete instructions in Section I, Item C.

All questions and inquiries related to this RFP must be directed through the BidSync System. Offerors are not to contact other County personnel with any questions or clarifications concerning this RFP. The Sheriff-Coroner/Purchasing Services Bureau will provide all official communication concerning this RFP. Any County response relevant to this RFP other than through or approved by Sheriff-Coroner/Purchasing Services Bureau is unauthorized and will be considered invalid.

**I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL,
 AND TO THE TERMS, CONDITIONS AND ATTACHMENTS REFERENCED HEREIN.**

Date		Company Name (as it appears on your invoice)	
*Authorized Signature	Print Name	Title	
*Authorized Signature	Print Name	Title	

* If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

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SECTION I

INTRODUCTION AND INSTRUCTIONS TO OFFERORS

SECTION I: INTRODUCTION AND INSTRUCTIONS TO OFFERORS**A. INTRODUCTION**

The County is seeking proposals from Offeror(s) who can provide Consultant services for the development of a scope of work and the coordination and implementation of an automated fingerprint identification system (AFIS) for the County of Orange Remote Access Network (RAN) Board, and assist in the management of the project through completion. Replacement will be for a new AFIS, as part of the County's vision for a Biometric Identity Management System for the County of Orange Remote Access Network (RAN) Board, as further described in Attachment A - Scope of Work of the Model Contract. Refer to Section III, Attachment A, of this RFP for an expanded description of the Scope of Work to be performed.

B. PROPOSED TIME SCHEDULE

Date	Action
March 25, 2010	Release of RFP
April 2, 2010	Written Questions from Offerors <u>Due by 4:00 P.M. Pacific Time (all questions to be submitted via BIDSYNC)</u>
April 26, 2010	RFP Closing Date and Time - 4:00 P.M. Pacific Time
TBD	Begin evaluation of proposals
TBD	Oral Presentations (if requested by County)
TBD	Recommendation of Award presented to Board of Supervisors for approval (if required)
TBD	Contract Start Date

C. INSTRUCTIONS TO OFFERORS AND PROCEDURES FOR SUBMITTAL

- Clearly identified proposals are due by 4:00 P.M. PT on April 26, 2010 and are to be delivered in a sealed package to:

Re: **RFP No. 060-582334-SX for Consultant services for the development of a scope of work and the coordination and implementation of an automated fingerprint identification system (AFIS) for the County of Orange Remote Access Network (RAN) Board.**

Attn: Sheriff/Coroner Bid Desk

County of Orange
 Sheriff-Coroner
 Purchasing Services Bureau
 320 N. Flower Street, 2nd Flr
 Santa Ana, CA 92703

SHERIFF-CORONER/PURCHASING SERVICES BUREAU BUSINESS HOURS:

Monday through Friday

8:00 A.M. to 12:00 Noon PT

1:00 P.M. to 5:00 P.M. PT

Proposals must be time-stamped on the outside of the sealed package by Sheriff-Coroner/Purchasing Services Bureau staff. The delivery location for the receipt of proposals is the 2nd floor of the Sheriff-Coroner/Purchasing Services Bureau building. It is the responsibility of the Offeror to ensure that delivery is made to Sheriff-Coroner/Purchasing Services Bureau staff prior to the closing date and time. Delivery receipts are available upon request.

2. The County of Orange has attempted to provide all information available. It is the responsibility of each Offeror to review, evaluate, and, where necessary, request any clarification prior to submission of a proposal. If any person contemplating submitting a proposal in response to this RFP is in doubt as to the true meaning of any part of the solicitation documents herein or attached hereto or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification through the BIDSYNC System (www.bidsync.com), unless otherwise directed, for interpretations thereof or corrections thereto. All questions or requests for interpretation must be received by 4:00 p.m. on April 2, 2010. The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this RFP is considered necessary by County, a written addendum shall be issued. Any interpretation of, or correction to, this RFP will be made only by addendum and issued by the Deputy Purchasing Agent. The County will make reasonable efforts to provide a copy of such addendum to each person/firm receiving the original solicitation documents directly from the County. However, the County does not guarantee receipt by Offeror of all addenda. It is the responsibility of each Offeror to ensure that they have received and reviewed any and all addenda to this RFP. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

3. Proposals must be valid for a period of at least three hundred sixty five (365) calendar days from the closing date and time for receipt of proposals. No proposal may be withdrawn after the submission date.
4. Each Offeror must provide: **One (1) original signed copy; Four (4) copies; and one (1) "soft" copy in MS Word 2003 (Preferred) or older format on Compact Disc (CD)** of their proposal. The original signature copy is to be clearly marked as "ORIGINAL" on the outside cover and contain original ink signatures.
5. All proposals shall be submitted on standard 8.5 x 11-inch paper with no less than ½ inch margins and twelve (12) point fonts. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II, Proposal Response Requirements. It is imperative that all Offerors responding to this RFP comply, exactly and completely, with the instructions set forth herein. All responses to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, and should fully address each requirement and question. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.

6. Proposals are not to be marked as confidential or proprietary. The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure. The County shall not be liable in any way for disclosure of any records related to this procurement, including proposals. Additionally, all proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the proposals submitted.
7. By submitting a proposal, the Offeror represents that it has thoroughly examined the County's requirements and are familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve the County's objectives.
8. Each Offeror must submit its proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration as specified in Section II, Part 1, 8. Statement of Compliance.
9. After the closing date and time for receipt of proposals, evaluation and oral presentations, if requested by County, will commence. Offerors who submit proposals most responsive to the County's requirements may be asked to give an oral presentation of their proposal to County Staff. Selected Offerors should be prepared to make their oral presentation within two (2) calendar days after notification and be prepared to discuss all aspects of their proposal in detail, including questions regarding the proposal. Offerors shall not be allowed to alter or amend their proposal through the use of the presentation process.
10. The County reserves the right to negotiate modifications with any Offeror as necessary to serve the best interests of the County of Orange. Any proposal may be rejected if it is conditional, incomplete or deviates from specifications in this RFP. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the proposal. Any waiver will not excuse a proponent from full compliance.
11. Pre-contractual expenses are not to be included in the Compensation for Services (Attachment C). Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Offeror in; a) preparing its proposal in response to this RFP; b) submitting that proposal to the County; c) negotiating with the County any matter related to the Offeror's proposal; and d) any other expenses incurred by the Offeror prior to the date of award and execution, if any, of the Contract.
12. The County reserves the right to: a) negotiate the final Contract with any Offeror(s); b) withdraw this RFP in whole or in part at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Offeror responding to this RFP; c) award its total requirements to one Offeror; or d) reject any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

In addition, negotiations may or may not be conducted with Offeror; therefore, the proposal submitted should contain the Offeror's **most favorable terms and conditions**, since the selection and award may be made without discussion with any Offeror.

Furthermore, the County makes no representations that any Contract will be awarded to any Offeror.

13. Where two or more Offerors desire to submit a single proposal in response to this RFP, they must do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm but not with multiple firms doing business as a joint venture.
14. The County of Orange does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.
15. **INSTRUCTIONS - PROTEST PROCEDURES**
Protest of Bid/Proposal Specifications:

All protests related to bid or proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a bid prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the bid/proposal.

Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Deputy Purchasing Agent. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

Procedure

All protests shall be type-written on the protester's letterhead and be submitted in accordance with the provisions stated herein. All protests shall include at minimum the following information:

The name, address and telephone number of the protester;

The signature of the protester or the protester's representative;

The solicitation or contract number;

A detailed statement of the legal and/or factual grounds for the protest; and

The form of relief requested.

Protest Process

In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.

Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.

The County may, after providing written justification to be included in the procurement file, make the determination that the award of the contract, without delay, is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.

If the protester disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

Appeal Process

If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of letter, a written appeal to the Office of the County Purchasing Agent.

Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection

with the grievance, assess the merits of the protest and provide a written determination with a decision as to whether the protest shall be forwarded to the Procurement Appeals Board.

The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

D. EVALUATION PROCESS & CRITERIA

Proposals will be evaluated on the basis of the responsiveness to the questions and requirements in this RFP. Proposals will be competitively evaluated on the basis of the following criteria listed in a random sequence to their order of importance:

- 1. Understanding of RFP Proposal**
- 2. Company Experience & Qualifications**
- 3. Degree of compliance with the County Model Contract Terms, Conditions and Attachments**
- 4. Total Cost**
- 5. Ability to Meet the Requirements in the Scope of Work**
- 6. Ability to Meet Project Timelines**

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank ordered. Following the initial evaluation process, the highest ranking Offeror may be required to provide an oral presentation of their proposal and discuss all aspects of the proposal, including answering any questions about the proposal.

E. SELECTION/AWARD PROCEDURES

Upon the completion of the evaluation process, the Evaluation Panel will make a recommendation for award to the Deputy Purchasing Agent. The recommendation for award shall be presented to the County's Board of Supervisors for approval of the Contract for the services requested in this solicitation if necessary. Contract award shall be made to the responsible Offeror whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth above in section D.

The Model Contract contained in Section III of this solicitation is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this solicitation, including special conditions and requirements and those added by addendum, necessary attachments, and to reflect the Offeror's proposal and qualifications.

Negotiations may or may not be conducted with the finalists; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without further discussion. Any exceptions to the terms and conditions of the proposed Contract or the statements regarding Offeror's inability to comply with any of the provisions thereof are to be declared in the Offeror's proposal; Section II entitled Proposal Response Requirements. Any additional exceptions to the terms and conditions made by any Offeror *after* submission of its proposal may result in elimination from further consideration.

F. COUNTY OF ORANGE CHILD SUPPORT AND EDD REQUIREMENTS

1. ORANGE COUNTY CHILD SUPPORT

In order to comply with the child support enforcement requirements of the County, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor

agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

(Upon County request, Contractor shall utilize the forms provided in Exhibit I of this solicitation to satisfy this requirement)

2. **EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

Effective January 1, 2001, the County is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of contract
Amount of contract

(Upon County request, Contractor shall utilize the form provided in Exhibit II of this solicitation to satisfy this requirement)

SECTION II

**PROPOSAL RESPONSE REQUIREMENTS/
MINIMUM QUALIFICATIONS**

SECTION II: PROPOSAL RESPONSE REQUIREMENTS/ MINIMUM QUALIFICATIONS**A. Instructions**

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Proposals must include three tabbed sections, Part 1, Part 2 and Part 3, and must be indexed in order. List questions and your responses and/or attachments as numbered and listed within each section.

Part 1:

(Complete this section and submit as Part 1 in first tabbed section of Proposal)

1. Cover Letter

All proposals must be accompanied by a cover letter of introduction and executive summary of the proposal. The cover letter must be signed by person(s) with authority to bind the Offeror. If the Offeror is a corporation, then the signature of two corporate specific officers are required as follows. The first signature must be one of the following: a) the chairman of the Board; or b) the president; or c) any vice president. The second signature must be one of the following: a) secretary; or b) the chief financial officer; c) any assistant secretary; or d) any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation. An unsigned or improperly signed Proposal submission is grounds for rejection of the proposal and disqualification from further participation in this RFP process. All Proposals shall include in this first tabbed section, the Cover Page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

2. Validity of Proposal

The County requires that all Proposals be valid for at least three hundred and sixty five (365) days. Submissions not valid for at least three hundred and sixty five (365) days will be considered non-responsive. The Offeror shall state the length of time for which the submitted proposal shall remain valid below:

 Validity of Response (in days)

 Signature required
3. Certification of Understanding

The County assumes no responsibility for any understanding or representation made by any of its officers or agents during or before the execution of any Contract resulting from this RFP unless:

A. Such understanding or representations are expressly stated in the Contract; and

B. The Contract expressly provides that the County therefore assumes the responsibility.

Representations made but not expressly stated and for which liability is not expressly assumed by the County in the Contract shall be deemed only for the information of the Offeror.

By signing below, Offeror certifies that such understanding has been considered in this response.

 (Signature required)
4. Certificate of Insurance

The Offeror shall certify their willingness and ability to provide the required insurance coverage and certificates as set forth in Section III, Model Contract by signing below (see General Terms and Conditions, Article P for insurance requirements).

 (Signature required)

- C. If Offeror takes any exception to article P. Insurance Provisions, as set forth in Section III. Model Contract, please see section 8. Statement of Compliance below.

5. **Child Support Enforcement and EDD Independent Contractor Requirements**

The Offeror shall certify Offeror's willingness and ability to provide the required Orange County Child Support Enforcement and EDD Independent Contractor Reporting Requirements as indicated in Section I by signing below (see Exhibits I and II).

(Signature required)

6. **Conflict of Interest**

- A. Disclose any financial, business or other relationship with the County of Orange or other entity that the County of Orange Board of Supervisors governs, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you proposed to provide. Disclose any financial, business or other relationship within the last three years with any firm or member of any firm who may have a financial interest in the outcome of the work. If you believe that no conflict of interest exists or would exist, sign below.

(Signature required)

7. **Statement of Compliance**

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP. **Offeror must certify either A or B by signing below:**

- A. This proposal is in strict compliance with said Request for Proposals, including the terms and conditions set forth in the Model Contract and its Attachments, and no exceptions thereto are proposed.

(Signature required)

OR

- B. This proposal is in strict compliance with said Request for Proposals, including the terms and conditions set forth in the Model Contract and its Attachments, except for those proposed exceptions listed in a **separate** attachment hereto.

(Signature required)

- i. **The attachment for each proposed exception must include the following:**

1. The complete provision Offeror is taking exception to
2. The RFP page number and section of the provision Offeror is taking exception to;
3. The Offeror's suggested rewording;
4. Reason(s) for submitting the proposed exception; and

5. Any impact the proposed exception may have on cost, scheduling, or other areas.

8. Minimum Qualifications

The Offeror must be competent in spoken and written English and be able to communicate in a timely and effective manner, both orally and in writing, to individuals and/or groups with diverse interests.

Offeror agrees to maintain a security program consistent with the requirements in this Scope of Work following Criminal Justice Information Services (CJIS) Security guidelines.

The Offeror must establish the capacity to consult as subject matter experts on technical issues related to:

- A. Technical project performance.
- B. The pre-acquisition analysis of the current AFIS system, AFIS system acquisition strategy and support and the implementation of project management for a new AFIS located throughout the County of Orange at designated facilities.
- C. AFIS must be suitable to the transfer of data by secure connection between the County and other agencies, and provide proposed procedures and methodologies to accomplish the secure transmittal of information.
- D. AFIS must be staged for growth in anticipation of a multi-modal biometric identity management system in the County of Orange to include other forms of biometric ID for purposes of criminal identification, crime solving and crime prevention.

9. Statement of Experience

INSTRUCTIONS: Answer all of the following questions. If more space is needed, attach additional sheets of paper. If a question does not apply to your company, answer with a full negative response rather than stating "non-applicable".

- 1. Attach current and valid copy (ies) of any license(s) to do business in California.
- 2. Indicate any type of certification/accreditation that your company may possess.
- 3. How many years has your company been in business under its present name? _____

Number of years doing business under related and/or prior business: _____

Give name(s) and date(s):

_____	_____
_____	_____
_____	_____

- 4. How many years of experience does your company have providing the requested, equivalent or related services? Describe this experience and present your qualifications for providing the proposed services. Include all previous experience working with Name-Title of Bid. Attach, if relevant, copies of formal evaluations conducted by or for your company within that last three years.

5. Describe the geographical location(s) of your current program(s) and the types and quantities of service provided. Include information regarding how these services are documented/reported.
6. Describe the clientele you serve, including how your services are accessed by various groups with different needs. Include support documents such as letters of reference from various groups served.
7. Describe your funding base and financial management system, including key fiscal policies to ensure accuracy and accountability.
8. Provide the following information regarding contracts completed during the last five years:

<u>Year</u>	<u>Service Provided Location</u>	<u>Dollar amount of Services Provided</u>	<u>Contracting Agency</u>
-------------	--------------------------------------	---	-------------------------------

9. Has your company failed or refused to complete a contract?

Yes: _____ No: _____

If Yes, please explain:

10. Is your company, or are any of its principal officers, involved in litigation in connect with contracts for providing services similar to those being proposed?

Yes: _____ No: _____

If Yes, please explain:

11. Does your company have any controlling interest in any other firms providing equivalent or similar services?

Yes: _____ No: _____

If yes, please provide information regarding other business interest.

12. Does your company have financial interest in other lines of business?

Yes: _____ No: _____

If yes, please provide information regarding other financial interest.

13. Provide the names of persons with whom your agency has been associated in business as partners or business associates within the last five years.

14. In the space below, provide service experience information regarding the principal individuals of your present company and year of service experience, including capacity, magnitude and type of work. List any subcontractors your firm is proposing to use, their specific duties, and qualifications. The County is primarily interested in those individuals who will be administering the program.

15. List all major equipment, which will be used for the direct provision of services.

16. Describe any on-going, organized professional training programs maintained for consulting staff and any participation on national and international committees and boards that monitor, develop or update processes for national and international biometric standards.

17. What on-going, organized professional training programs does your firm maintain for its consulting staff? Does your staff participate on national and international committees and boards that monitor, develop and update processes for national and international biometric standards?

10. **Statement of References**

Offeror must provide names and addresses of three (3) current references for similar scope of services previously provided, a brief description of services rendered, and a telephone number along with an identified contact person (Any and all information provided may become subject to public disclosure).

The County will make no more than three attempts to contact any reference, and the inability to contact a reference will be factored into the evaluation of Offeror's proposal

The County reserves the right to make its own inquiries from sources not listed in the response to the RFP for which service has previously been performed. Feedback obtained from the outside sources will be deemed positive, neutral or negative by County. Should County receive negative feedback regarding Offeror from outside sources contacted, County will notify Offeror and allow Offeror a reasonable period of time to respond in writing to the identified negative feedback.

Reference # 1:

Reference # 2:

Reference # 3:

11. Staffing Plan/Organizational Chart

List the names and titles of the key personnel who would be assigned to the project.

Name

Classification

Attach an organization chart that reflects title of key staff and management contacts of each individual assigned to provide the services.

The substitution, reassignment or addition of other key individuals in any given category or classification providing contract services shall only be permitted upon prior written approval of the County of Orange Project Manager.

The Contractor may reserve the right to involve other personnel as their services are required. The specific individuals will be assigned based on the need and timing of the service required. However, assignment of additional key personnel shall be subject to County approval. Any proposed changes in Contractor personnel shall be submitted in writing by Contractor to County Project Manager.

12. Budget Narrative

The purpose of this form is to disclose your proposed costs in providing the service requests.

Describe/Explain budgeted items:

Personnel: Give job descriptions for all positions in your budget, using the format below, even if previously done. (Use Extra sheets if necessary)

1. Title: _____ FTE: _____ Hourly Rate: \$ _____

Duties:

Minimum Qualifications:

Title: _____ FTE: _____ Hourly Rate: \$ _____

Duties:

Minimum Qualifications:

Provide a detailed breakdown of expenses in space provided below for each item.

Office Expenses:

Programs Expense:

Mileage:

Supplies/Other:

Equipment Lease/Rental:

Operating Expense/Other:

13. Project Overview and Approach

In this section provide in **full detail** your response to the Program Description and Requirements, per the following:

1. Narrative Overview

Present an overview, which shall be a narrative description, of your proposed plan for providing Consultant Services for the Development of Scope of Work for the complete replacement of the County's existing Automated Fingerprint Identification System (AFIS), and assist in the management of the project through completion for the County of Orange Remote Access Network (RAN) Board.

Any general or cursory statements to the effect that the Offeror understands the specifications or can/will comply with the specifications, and statements paraphrasing the specifications or parts thereof, are considered inadequate. Phrases such as "standard procedures will be employed" or "well-known techniques will be used" do not provide any indication of Offeror's ability to perform the required work.

2. Professional Response Requirements

Describe your approach to meeting the RFP's overall and specific requirements.

State specific capabilities, approaches and proposed methodologies and demonstrate a clear understanding of the nature of the work to be performed, under the proposed Contract and its relation to the Orange County Regional Remote Access Network Board's needs.

Use additional sheets of paper if necessary.

14. Description of Program Management

1. Provide complete information regarding your existing and/or proposed local organizational structure within Orange County and, where applicable, outside of Orange County. **Include an Organizational Chart** showing administrative accountability and communications flows.
2. When the headquarters of an Offeror is located outside of Orange County, show the relationship between the existing or proposed Orange County organization and the main office.
3. Describe how this project will be administered. Include job descriptions, qualifications and resumes for currently designated administrative staff.
4. Describe the administrative staff's past education, training, licensing and experience in providing Consultant Services.
5. Describe your plans for administrative staff training and consultation during the project.
6. Describe your tracking and quality control methodology for services provided.

15. Agency Litigation Involvement

Organizations Involvement in Litigation

Check YES or NO to the following questions. If a YES answer is checked, please explain fully the circumstances and include discussions of the type of program involved as well as the potential impact on this program, if funded.

YES**NO**

1. Is this organization or any of its principal officers involved in litigation now or within the last two years?

2. Is the Executive Director involved in litigation?

3. Are any members of the Board of Directors unable to be bonded?

4. Are any key staff members unable to be bonded?

5. Has the Organization or Project Director ever been cited for improper management?

6. Has the Organization or Project Director ever had public or foundation funds withheld?

7. Has the Organization, if nonprofit, ever had its nonprofit status revoked or withheld?

8. Is your Organization debarred or suspended or otherwise excluded from or ineligible for participation in Federal or State assistance programs?

9. Do you agree to timely execute any and all amendments to this agreement or certificates or other required documentation?

Respond on a separate sheet of paper, if necessary.

Part 2:
Company Profile

(Complete this form and submit as Part 2 in second tabbed section of response)

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor etc.): _____

Business Address: _____

Website Address: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name: _____ Yes _____ No
If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated: _____ Yes _____ No If yes, State of Incorporation: _____

Federal Taxpayer ID Number _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Name of service manager: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

In the event of an emergency or declared disaster, the following information is required;

Name of contact during non-business hours: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____ Cell or Pager Number: _____

Part 3:

Offeror's Proposal

1. Scope of Work

Offerors shall state specific capabilities, approaches and proposed methodologies and demonstrate a clear understanding of the nature of the work to be performed under the proposed Model Contract and its relation to the County's needs. Specifically, Offeror's proposal shall demonstrate Offeror's ability to meet requirements included in Section III, Attachment A, Scope of Work.

Resumes/Qualifications of Offeror's Personnel (Offeror must complete Section II, number 10, and submit herein)

Offeror shall provide the resumes of key personnel who will be assigned to this Resumes shall contain information relating to each person's education and experience/assignments relative to Scope of Work set forth in this RFP. Please note that all information submitted in Offeror's proposal may become subject to public disclosure.

Resumes must include sufficient information for judging the quality and competence of the personnel dedicated to the project. In its assessment of the Offeror's proposal, the County shall place considerable emphasis on the commitment by the Offeror to provide qualified personnel for the execution of the Contractual services.

Offeror shall provide an organization chart that reflects the title of key staff and management contract of each individual assigned to provide the services and complete listing of the names and titles of the key personnel assigned to the project.

2. References

Offeror shall provide a minimum of three letters of reference. Each letter must include the name of the firm, description of services provided, date(s) of services and contract amount for projects similar to the services requested in the Attachment A, "Scope of Work." (**Offeror must complete as Section II, number 9, and submit herein.**)

3. Proposal Cost/Compensation (Offeror must complete Section III, Attachment C and submit herein)

Offeror must complete Attachment C of section III to include a cost summary for the proposed project as detailed in Attachment A, "Scope of Work." Additionally, Offeror must complete Section II, number 11, which shall include a break down showing costs applicable to program expenses, including but not limited to mileage, supplies, equipment lease/rental, operating expenses, and any other anticipated costs.

OFFERORS MUST PROVIDE THEIR RESPONSE TO THIS SECTION BY USING THE FORMAT PROVIDED. PRICING OFFERED IN ANY OTHER FORMAT MAY BE GROUNDS FOR ELIMINATION FROM FURTHER CONSIDERATION.

4. Project Overview and Approach (Offeror must complete as Section II, number 12, and submit herein)

In this section, the Offeror shall provide in full detail its response to Attachment A, Scope of Work, per the following:

- a. **Narrative Overview:** Offeror must present an overview, which shall be a narrative description of its proposed plan for Consultant services for the development of a scope of work and the coordination and implementation of an automated fingerprint identification system (AFIS) for the County of Orange Remote Access Network (RAN) Board.

- b. **Response Requirements:** Offeror must describe its approach to meeting the RFP's overall and specific requirements. At a minimum, the Offeror's approach should address the requirements set forth in Attachment A, Scope of Work. Offeror shall state specific capabilities, approaches and proposed methodologies and demonstrate a clear understanding of the nature of the work to be performed under the proposed Contract and its relation to the County's needs.

5. **Resources to be Provided by the County (Offeror must complete as Section III, Attachment B and submit herein)**

Offerors must identify and list any requirements for County-furnished equipment, materials, facilities or any other County support that will be necessary to implement and complete this project. The County reserves the right to accept or reject any and all requests/requirements for County-furnished items and assistance.

6. **Project Schedule**

In this section, the Offeror shall provide a Preliminary Schedule, including the major milestones listed below, showing the time required to complete the services required. The project schedule shall show the number and level of personnel engaged in each phase of each task and deliverable for each Milestone.

Major Milestones

- a. Pre-RFP Release. Consultant Firm develops a formal Scope of Work for new AFIS Request for Proposal
- b. Post-AFIS RFP Release. Consultant Firm assists in the selection of an AFIS Offeror.
- c. Management of New AFIS Installation. Consultant Firm works with an AFIS vendor to deliver, install, test and accept a new AFIS.

7. **Financial Information**

- a. **Financial Statements:** Offeror shall submit a complete financial statement for the three most recent fiscal years or other suitable proof of Offeror's financial status and stability. Financial statements shall be prepared in conformity with generally accepted accounting principles.
- b. **Bankruptcy Information:** If Offeror's company has had a controlling interest in a company in bankruptcy or that has ever been declared bankrupt, Offeror must attach a statement indicating the bankruptcy date, court jurisdiction, trustee's name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy.

Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror.

_____No action pending _____No prior action _____Information attached

SECTION III

MODEL CONTRACT

FOR

CONSULTANT SERVICES

FOR THE DEVELOPMENT OF A SCOPE OF WORK AND THE COORDINATION AND IMPLEMENTATION OF AN AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS) FOR THE COUNTY OF ORANGE REMOTE ACCESS NETWORK (RAN) BOARD

SECTION III: MODEL CONTRACT**Model Contract**

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MODEL CONTRACT

THIS AGREEMENT (hereinafter "Contract") for the procurement of Consultant services for the development of a scope of work and the coordination and implementation of an automated fingerprint identification system (AFIS) for the County of Orange Remote Access Network (RAN) Board, as further described herein, is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and _____, with a place of business at _____, hereinafter referred to as ("Contractor"), which are sometimes individually referred to as "Party", or collectively referred to as "Parties."

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide Consultant services for the development of a scope of work and the coordination and implementation of an automated fingerprint identification system (AFIS) for the County of Orange Remote Access Network (RAN) Board, as further set forth herein; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Consultant services for the development of a scope of work and the coordination and implementation of an automated fingerprint identification system (AFIS) for the County of Orange Remote Access Network (RAN) Board.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, including all Attachments and Exhibits, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Purchasing Agent or his designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, or tested to the satisfaction of County in accordance with Attachment C, and 2) payment shall be made in arrears after satisfactory acceptance and within 30 calendar days upon the Auditor-Controller's receipt of an approved invoice submitted in accordance with the terms set forth herein, unless otherwise stated. The invoice must be verified and approved by the County's Project Manager and is subject to routine processing requirements of the County.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

- I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by the Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation(s).
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, employees nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. Indemnification and Insurance:

INDEMNIFICATION PROVISIONS

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County INDEMNITEES, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

INSURANCE PROVISIONS

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability Insurance	\$1,000,000 per occurrence

All liability insurance, except Professional Liability, required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE..~~

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed

officials, officers, agents and employees when acting within the scope of their appointment or employment.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interests' clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract price, as more fully set forth in Attachment C, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney’s fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
1. **Term of Contract:** This Contract shall commence upon approval of the County Board of Supervisors, and shall continue for two (2) years from that date, unless otherwise terminated by County. Contract may be renewed for up to one (1) additional 1 year terms, upon mutual

agreement of both parties. The County does not have to give a reason if it elects not to renew.

2. **Scope of Services:** This Contract, including any Attachments and Exhibits, specifies the contractual terms and conditions by which the Contractor shall provide Consultant services for the development of a scope of work and the coordination and implementation of an automated fingerprint identification system (AFIS) for the County of Orange Remote Access Network (RAN) Board, as described in Attachment A (Scope of Work), under a fixed price contract, as set forth herein. Offeror agrees this project shall not be adversely impacted by any other projects the Offeror is conducting.

Offeror agrees to be the prime contractor on the Project. The County intends to deal with subcontractors only through the prime contractor, which will be considered responsible to the County for meeting all contracted requirements.

3. **Contingency of Funding:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Project Manager:** The County and the Contractor shall each appoint a Project Manager to act as liaison between each Party during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel with no impact to the Project. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.

5. **Precedence** The Contract documents herein consist of this Contract and its attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
6. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

- 7. Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
- 8. Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
- 9. News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.
- 10. Reports/Meetings:** Upon County's request, the Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
- 11. Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
 - c. Terminate the Contract immediately without penalty.
- 12. Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:

- a. The Contractor shall submit to the agency/department deputy purchasing agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County's Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction.
- 13. Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either: 1) Cancel the stop work order or 2) Terminate the Contract in whole or in part in writing as soon as feasible. County is not required to provide thirty (30) days notice of the termination of the Contract to Contractor if a stop work has been issued by the County.
- 14. Termination ~ Orderly:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 15. Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents,

the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

- 16. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County: Project Manager, TBD
(Address TBD)

cc: Sheriff-Coroner /Purchasing Services Bureau
Attn: Joe A. Urbano, DPA
320 N. Flower Street
Santa Ana, Ca 92703
Ph: 714-834-6300

Contractor: TBD

- 17. Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

- 18. Title to Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

- 19. Contractor's Records:** Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times. Such records will be retained for four (4) years after the expiration or termination of this Contract.

- 20. Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract, and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
- 21. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 22. Validity:** The invalidity in whole or in part of any provision of this Contract shall not void or affect validity of any other provision of this Contract.
- 23. Headings Not Controlling:** Headings used in this Contract are for reference purposes only and shall not be considered in construing this Contract.
- 24. Contractor Safety Standards and Work Hours:** The Contractor will ensure compliance with all safety and hourly requirements for employees in accordance with Federal, State, and County safety and health regulations and laws.
- 25. Audit:** The County's duly authorized representative shall have access, at reasonable times, to all reports, Contract records, documents, files and personnel necessary to audit and verify the Contractor's charges to the County hereunder. The Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of three years following the date of final payment for the Contractor's services hereunder. The County reserves the right to audit and verify the Contractor's records before final payment is made. The County's representatives shall have the right to reproduce any of the aforesaid documents.
- Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.
- 26. Project Overview:** The services performed under this Contract shall be done in accordance with the Scope of Work, which may be revised at the option of the County with the Contractor's concurrence. The Contractor shall be responsible for schedule adherence as outline in this Contract.

- 27. Dispute as to Contract Requirements:** If any dispute concerning a question of fact arising under the terms of this Contract is not disposed of within a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County's Purchasing Agent or his designee. If agreement cannot be reached through this application, either party may assert its other rights and remedies within this Contract or within a court of competent jurisdiction.

The County and the Contractor agree that, in the event of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Contract, which are not affected by this dispute.

- 28. Interpretation:** In the event of a conflict or question involving the provision of the main body of this Contract, i.e., those provisions set forth in the Recital and Articles of this Contract and the provision of the Exhibits and Attachments, interpretation and clarification as necessary shall be determined by the County's Purchasing Agent or his designee.

- **Authorization Warranty:** The Contractor represents and warrants that the person executing the Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
- **Diligent Material:** Neither the County nor any of its agents, advisors, or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of Diligent Material provided to the Contractor in response to this Scope of Work. Diligent Material may include, but is not limited to, certain assumptions, statements, estimates and projections. As subject matter experts, it is the responsibility of the Contractor to determine the accuracy and/or completeness of such Material pursuant to the Scope of Work.
- **Security Requirements:**
 - A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
 1. Perform background checks as to past employment history.
 2. Inquire as to past criminal felony convictions.
 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
 4. Perform drug screening to determine that such employees are not users of illegal drugs or other substances.
 - B. Contractor shall not assign to the County property any Contractor personnel as to whom the foregoing procedures indicate:
 1. Inability or unwillingness to perform in a competent manner.

2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 4. Usage of illegal drugs or other substances.
- C. If any of the problems identified with respect to the Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. Contractor's Personnel-Background Checks:
2. All personnel to be employed in performance of the work under this Contract shall be subject to background checks. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
3. No person shall be employed on this work that has not received prior clearance from the Sheriff's Department.
4. Within 15 days of the effective date of this Contract, the Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager.
5. "Contractor Security Clearance" information forms for renewal, at specified intervals and for new employees of Contractor, shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance or prior to the use of any person for work occurring on Sheriff's Facilities.
6. "Contractor Security Clearance" information forms must be submitted on the original Sheriff's printed form. Facsimile or photocopy forms will not be accepted.
7. "Contractor Security Clearance" information forms will be provided by the County Project Manager upon request and will be screened by the Sheriff's Department.

8. Contract Security Clearance” information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
29. **Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendation.

Model Contract Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

CONTRACTOR*:

(DO NOT SIGN THIS PAGE AT THIS TIME)

Signature

Print Name

Title

Date

(DO NOT SIGN THIS PAGE AT THIS TIME)

Signature

Print Name

Title

Date

* If the contracting party is a corporation, **(2) two signatures are required:** one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer.

COUNTY OF ORANGE

A political subdivision of the State of California

By _____

Date _____

Approved by Board of Supervisors on: _____

ATTACHMENT A SCOPE OF WORK

Consultant services for the development of a scope of work and the coordination and implementation of an automated fingerprint identification system (AFIS) for the County of Orange Remote Access Network (RAN) Board

OVERVIEW

The County of Orange, through the Orange County Remote Access Network (RAN) Board, requires a Consultant Firm to provide services in order to assist the County in the complete replacement of the County's existing Automated Fingerprint Identification System (AFIS), and to continue to assist County in the management of the project through completion. Replacement will be for a new AFIS, as part of the County's vision for a Biometric Identity Management System.

BACKGROUND

In 1999, the Orange County Remote Access Network (RAN) Board approved the procurement of an AFIS (Automated Fingerprint Identification System), which is managed, maintained, and operated by the Cal-ID Bureau located within the Orange County Crime Lab facility. The AFIS is a computerized network that stores finger and palm images in an archive database and has a local searchable fingerprint database. The AFIS provides access to other databases, such as the California Department of Justice (DOJ), which has the County and State searchable finger and palm print databases.

Orange County AFIS performs two main functions for law enforcement. First, it verifies the identities of arrested individuals, whose finger and palm print images are collected at the time of booking (livescan). These images are then entered into the local AFIS database and searched against all of the images in the database. If the person has been arrested before, the database provides an identity. If the person's prints are not in the database, the system creates a new criminal image fingerprint record so that identification can be made at any future arrest. The second function of AFIS is to identify suspects and provide leads for investigators. Latent prints collected at crime scenes are entered into the AFIS database by latent personnel. If the system suggests a subject for comparison, the latent print examiner performs the comparison to confirm the identification. Latent prints can be searched locally, statewide, regionally, and nationally. If the system does not identify a suspect, the prints are searched at regular intervals until identification is obtained or the case is otherwise resolved.

The County's AFIS was originally installed in 1999 and consists of an extensive network of hardware and software components that is maintained and operated on a 24/7 basis. Cal-ID is responsible for the processing and registry of tenprint fingerprints and the administration of the regional County fingerprint database. Twenty-four (24) agencies transmit bookings and/or other "crime-type" transactions to the AFIS. Thirteen (13) city law enforcement agencies and one (1) Sheriff Law enforcement agency transmits tenprint and latent fingerprint inquiries to AFIS via "latent workstations".

Although the components of the AFIS have remained essentially unchanged since the original installation, demands on the system have grown considerably. Over the past few years, it has become increasingly obvious that the entire system is growing obsolete. In an effort to manage its risk, the RAN Board seeks to develop and implement a new economic and efficient new AFIS as part of its vision to build towards a Biometric Identity Management System in the County.

THE NEED FOR THE NEW AFIS

AFIS replacement parts may no longer be available from the manufacturer. Obtaining replacement parts may require taking them from systems that are no longer in use. In a worst-case scenario, if a critical component should break down, and no replacement is available, the system may not be functional. Given that most components eventually fail, it is only a matter of time before failure happens.

The technological demands on the system from the County's AFIS customers are outgrowing the capacity of the current system to meet these demands. This is especially true regarding new uses for the system such as multiple and interoperable biometric technologies.

AFIS STATISTICS

- Automated Tenprint Livescan Records processed (2008) 98,500
- Automated Tenprint Livescan Records Identified (2008) 61,500
- Number of Subjects in the AFIS database (2009) 1,200,000
- Number of Live Scan Machines 37
- Number of Latent Workstations 14
- Number of Tenprint Workstations 3
- Tenprint Inquiries (January 1, 2008 – December 31, 2008) 43,300
- Tenprint-to-Latent Inquiries (January 1, 2008 – December 31, 2008) 52,000
- Latent Print Inquiries (January 1, 2008 – December 31, 2008) 10,100
- Latent Print Registrations (January 1, 2008 – December 31, 2008) 5,300

- Manual Tenprint Registrations (January 1, 2008 – December 31, 2008) 1,400
- Number of Local AFIS Users 146

OBJECTIVES

The objective is to select an AFIS Consultant Firm to develop a Scope of Work for the replacement of the existing AFIS with a new identification system, meeting all the requirements of the County as determined through the evaluation and assessment process. It is desired that the new AFIS:

- Be an image based system
- Be non-proprietary
- Be sized for planned growth and match resource
- Be quality metric to predict performance
- Utilize ANSI/NIST/FBI record constructs
- Conform to national and international biometric standards
- Use Commercial off the Shelf (COTS) hardware and software
- Utilize configurable administrative controls and priority schemes
- Utilize automated record and transaction management processes
- Manage and control record files using subject biometric identifiers
- Manage the record, information and image data associated to the captured biometric for storage, retrieval, update and error resolution
- Detect and notify when systems, applications, equipment or networks are interrupted or when there is a loss of power
- Be backed up from loss, failure or disaster recovery
- Be staged for other forms of biometric identity systems involving criminal identification, crime solving and crime prevention

Deliverable Milestones

The County's goal is to accomplish the Scope of Work using Deliverable Milestones after award of contract. Bidders must propose a success-oriented plan and schedule that is guaranteed to accomplish the technical requirements in the Scope of Work. Factored selection preference will be given for time by which proposed accelerated delivery will reduce the time to achieve Scope of Work

Offerors must propose a detailed implementation schedule with their pricing schedule using Exhibit D, Proposal Cost Milestones. The following Deliverable Milestones shall be established in the project schedule, and accomplishment and acceptance of each milestone will be the basis for incremental payments under this contract:

Milestones & Anticipated Timelines

1. Pre-RFP Release. Consultant Firm develops a formal Scope of Work for new AFIS Request for Proposal. Anticipated Timeline 5 months.
2. Post-AFIS RFP Release. Consultant Firm assists in the selection of an AFIS Offeror. Anticipated Timeline 5 months.
3. Management of New AFIS Installation. Consultant Firm works with an AFIS vendor to deliver, install, test and accept a new AFIS. Anticipated Timeline 14 months.

Other

If Offeror determines an alternative timelines is reasonable, given the specifics of this project, then so state and provide an alternate schedule using Exhibit D, Proposal Cost Milestones. Milestone deliverable dates will be determined upon contract award and project management teams from Orange County RAN Board and Consultant firms initial meeting.

SCOPE OF WORK

The AFIS Consultant Firm shall work with the County Project Manager to ensure the successful completion of the AFIS implementation, and shall provide leadership in technical and project performance.

- The Offeror shall possess the ability to independently reason logically to analyze data, reach conclusions and make recommendations and decisions; possess the ability to remain calm and appropriately focused in difficult interpersonal situations involving diverse interests, conflict and firm deadlines.
- The Offeror shall make sound ethical decisions within a professional ethical framework. Undertake technological tasks only if qualified by training or experience, or after full disclosure of pertinent limitations.
- The Offeror shall accept the responsibility in making decisions consistent with the safety, health and welfare of the public and in support of the Orange County RAN Board vision for the County of Orange. The Offeror must be flexible and adaptable to change when needed.

Offeror agrees to maintain a security program consistent with the requirements in this Scope of Work following Criminal Justice Information Services (CJIS) Security guidelines.

1. Technical and Project Performance

Consultant Firm shall demonstrate due diligence by:

- 1.1. Provide subject matter expertise in AFIS technologies, mobile identification technologies, biometric technologies, information and system management technologies, telecommunication network and security technologies, system quality metrics, legacy system management and integration, system acquisition practices, system implementation management and project management.
- 1.2. Provide compilation, evaluation, assessment and documentation of the technical and implementation requirements for the new AFIS.
- 1.3. Provide a “world view” understanding of national and international biometric standards current and emerging within the industry. Have the ability to test and validate these standards as part of an operations-based system design.
- 1.4. Ability to rapidly survey, understand and accurately document the customer’s current system and infrastructure.
- 1.5. Ability to perform gap analysis of customer’s current situation and desired state.
- 1.6. Understand the different ways of validating and verifying that a product or system meets the functional requirements, performance (capacity, throughput, response time, reliability, accuracy, etc.), and operational availability (reliability, availability, mean time to restore, etc.).
- 1.7. Provide analysis of Offeror market for potential solutions for new AFIS.
- 1.8. Provide ethical, cost-effective recommendations that benefit the customer and improves business service.
- 1.9. Provide expert professional services as required to perform the Fingerprint Pre-acquisition Requirements Analysis as defined below in sections 2.1 through 2.8.
- 1.10 Provide expert professional services as required to perform System Acquisition Support and Implementation Management Tasks, as defined below in sections 8.1 through 8.6.

- 1.11 Provide project management oversight, monitoring and coordination of the implementation, delivery and acceptance of the new AFIS system as defined below in sections 9.1 through 9.8.
- 1.12 Provide on-site technical leadership to fulfill the consulting services requirements and to provide effective planning and coordination with the County Project Manager and stakeholder organizations.
- 1.13 Provide effective reporting and communications, preparation and delivery of project briefings and status reports, and participation in regular project reviews, including:
 - 1.13.1 Weekly executive briefings regarding status of project and time lines.
 - 1.13.2 Participation in monthly Project review(s).
 - 1.13.3 Provide written monthly Project report(s).
 - 1.13.4 Attendance at on-site meetings, as determined by the County Project Manager within seven (7) days notice of the meeting.

2. Fingerprint Identification Pre-Acquisition Requirements Analysis

- 2.1. Consultant Firm shall work in close coordination with the County Project Manager to compile, analyze, assess, and document new AFIS System requirements.
- 2.2. In general, the Requirements Analysis activity will address detailed functional, operational, technical, and implementation requirements for fingerprint identification.
- 2.3. Functional Requirements include the principal functions that must be performed or supported and are based on the intended goal of new AFIS. Requirements also include considering who will be using the system, where systems are placed, what services are provided to whom, who will manage the system, and funding, costs, timing, and methods of acquisition and contracting timelines, terms and associated issues.
- 2.4. Operational Requirements include a Concepts of Operation document (ConOps) from a user perspective and work flows for each of the primary processes in accordance with Cal-ID business rules and a definition of data and process flows between the target system and both external users and existing legacy systems. The ConOps document will address new AFIS questions such as why it's needed, its general description, purpose, intent, how it will be used, deliverables, functionality, installation period, who will use it, types of transactions, hours of operation, and gateways to other organizations.
- 2.5. Technical Requirements include standards compliance, initial and growth capacities, timing and other performance requirements, security requirements,

operations and support requirements, network, disaster recovery and business continuity requirements.

- 2.6. Implementation Requirements include the implementation objectives, implementation locations, scheduling and delivery requirements, evaluation and acceptance testing, and the associated services (program management, data conversion, training, operations, maintenance support, etc.) that will be provided by the selected AFIS Offeror.
- 2.7. The Functional, Operational, Technical and Implementation Services Requirements shall be compiled into a comprehensive System Requirements Specification document, which shall be suitable for attachment to a formal AFIS RFP.
- 2.8. The implementation objectives, delivery requirements, and associated implementation requirements shall be used as source material for preparation of the AFIS RFP.

3. System Acquisition Strategy and Support

Consultant Firm shall work in close coordination with the County Project Manager to plan and support the procurement of new AFIS. Consultant Firm shall:

- 3.1 Provide subject matter expertise and assistance with preparation of a formal AFIS RFP, assist in the coordination of the solicitation process, and provide planning and support of the proposal evaluation and Offeror selection process per County of Orange Purchasing policy and procedures.
- 3.2 Prepare a complete Scope of Work (SOW) for new AFIS Request for Proposal (RFP).
- 3.3 Assist with development of a competitive acquisition plan and solicitation package, and a formal AFIS RFP.
- 3.4 Provide technical support during the AFIS RFP response cycle and pre-proposal conference, answer Offeror questions, and assist in preparing amendments as necessary.
- 3.5 Develop a proposal evaluation and scoring procedure and detailed evaluation criteria.
- 3.6 Participate on the AFIS Offeror selection team by providing technical evaluation and scoring of Offeror proposals and assist in the Offeror selection process.

4. Implementation Project Management for New AFIS

Consultant Firm shall assist in act as Project Management for oversight, monitoring, and coordination for the new AFIS implementation project, including:

- 4.1 Technical oversight of contractor project management and the implementation of the system.
- 4.2 Review and assessment of the new AFIS technical design to ensure compliance with the specified system requirements.
- 4.3 Review of all contract deliverables and coordination of review responses.
- 4.4 Conversion planning, coordination as required for conversion preparations, oversight of conversion operations, evaluation and assessment of conversion results, and recommendations regarding conversion acceptance.
- 4.5 Coordination as required for installation planning, site preparation and system delivery, installation and testing to ensure compliance with detailed requirements.
- 4.6 Monitoring of training planning, review of training materials, and monitoring of training delivery to ensure compliance with detailed requirements.
- 4.7 Development of inspection and acceptance test requirements, review of detailed acceptance test plans and procedures, coordination of system acceptance testing, participation in all phases of acceptance testing, review and approval of test results and discrepancy reports and resolution plans, and recommendations regarding final system acceptance.
- 4.8 Coordination and monitoring of the establishment of maintenance and operational support capabilities, and testing and acceptance of the Offeror-provided capabilities.

ATTACHMENT B
COUNTY SUPPLIED ITEMS AND ASSISTANCE

Complete and Submit as Response Item No. 6, Part 3, Section II.

Offeror's proposal must identify any requirements for County-furnished equipment, materials, facilities or any other County support that will be necessary to implement the Offeror's Proposal.

The County reserves the right to accept or reject any and all requests/requirements for County provided resources.

County does not reimburse parking expenses incurred by the Contractor.

**ATTACHMENT C
PROPOSAL COST SUMMARY**

Complete and submit as response Item No. 4, Part 3, Section II.

I. COMPENSATION

This is a Fixed Price Agreement between the County and Contractor for Services as defined in Attachment A. Contractor agrees to accept the same as full compensation for performing all services and furnishing all staffing and materials called for; and for risks connected with the services; and for performance by Contractor of all its duties and obligations hereunder.

For authorized work in the Scope of Work described herein and fully set forth in Attachment A Consultant Services for the Development of Scope of Work for the complete replacement of the County's existing Automated Fingerprint Identification System (AFIS), and assist in the management of the project through completion.

a. Fixed Price

Total Contract Term Fixed Price: \$ _____

The fixed price shall include the fee and all expenses (including travel) related to the performance of the work and services required to meet the requirements in the Scope of Work, set forth more fully in Attachment A. Contractor will be responsible for all costs relating to performing the Contract, including but not limited to travel/food/lodging expenses, database input, document preparation, photography, photocopying, printing, shipping, telephone communications, sales tax and parking while on County sites during performance of the Contract.

II. PAYMENT

a. Invoicing Instructions:

Invoices and support documentation are to be sent to:
County of Orange
Sheriff-Coroner Department
320 N. Flower St., Suite 108
Santa Ana, CA 92703
Attention: Accounts Payable

The Contractor may bill on the standard invoice form, but all invoices must have the following information:

1. County Contract Number (to be determined)
2. Contractor's Federal ID Number
3. Services performed, date of service, and amount being billed

The County's Project Manager is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

b. Terms:

The Auditor-Controller will make payment within thirty days after receipt of invoices. All invoices must be verified and approved by the County Project Manager.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Agreement and shall not be construed as acceptance of any part of the services.

EXHIBIT D**COUNTY OF ORANGE PROPOSAL COST MILESTONES**

The County's goal is to accomplish the Scope of Work within this RFP using Deliverable Milestones after award of this contract. Bidders must propose a success-oriented plan and schedule that is guaranteed to accomplish the requirements of the Scope of Work, using this pricing sheet.

The following Deliverable Milestones shall be established in the project schedule, and accomplishment and acceptance of each milestone will be the basis for incremental payments under this contract.

Prices are to be stated as firm fixed amounts. Contractor will be responsible for all costs relating to performing the Contract, including but not limited to travel/food/lodging expenses, database input, document preparation, photography, photocopying, printing, shipping, telephone communications, sales tax, and parking while on County sites during performance of the Contract.

Deliverable Milestones and Anticipated Timelines:

1. Pre-AFIS RFP Release
Consultant develops a formal Scope of Work (SOW) for a new AFIS Request for Proposal; anticipated timeline 5 months.
2. Post-AFIS RFP Release
Consultant assists in the selection of an AFIS Offeror; anticipated timeline 5 months.
3. Management of New AFIS Installation
Consultant works with an AFIS vendor to deliver, install, test and accept a new AFIS; anticipated timeline 14 months.

Other

If Offeror determines it would be unable to comply with the above-referenced timelines, then please state the reasons for any variation from this schedule and provide an alternate schedule that will be reasonable and realistic in your Proposal. Please use this Exhibit D, Proposal Cost Milestones Price Sheet, to articulate your pricing and indicate if you have an alternative timeline than the one listed above please note the timeframes for each associated milestone.

Exhibit D Price Sheet

Exhibit D Price Sheet	Proposed Timeline	Hours	Total Cost
Milestone 1 - Pre-AFIS RFP Release			
Scope of Work Section 1/Technical and Project Performance			
Scope of Work Section 2/Fingerprint Identification Pre-Acquisition Requirements Analysis			
Milestone 1 meetings/reports			
Milestone 1 travel/all expenses			
Approximate Milestone 1 Cost			
Milestone 2 -- Post-AFIS RFP Release			
Scope of Work Section 3/System Acquisition Strategy and Support			
Milestone 2 meetings/reports			
Milestone 2 travel/all expenses			
Approximate Milestone 2 Cost			
Milestone 3 - Management of New AFIS Installation			
Scope of Work Section 4/ Implementation Project Management for New AFIS			
Milestone 3 meetings/reports			
Milestone 3 travel/all expenses			
Approximate Milestone 3 Cost			
Total Combined Cost			

Name of Firm: _____

EXHIBIT I**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

(Additional sheets may be used if necessary)

*"I certify that _____ is in full compliance with all applicable
Company name
federal and state reporting requirements regarding its employees and with
all lawfully served Wage and Earnings Assignment Orders and Notices of
Assignments and will continue to be in compliance throughout the term of
the Contract with the County of Orange. I understand that failure to
comply shall constitute a material breach of the contract and that failure
to cure such breach within 60 calendar days of notice from the County
shall constitute grounds for termination of the contract.*

Authorized Signature

Name

Title

Date

EXHIBIT II**EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

California Senate Bill 542 requires businesses and government entities to report specified information regarding independent Consultants to the Employment Development Department (EDD). This information will be used by the EDD to assist in locating parents who are delinquent in their child support payments. An independent Contractor is defined as a sole proprietor who is not an employee of the business or government entity for which that individual is performing a service and who received compensation and/or executes a contract for services performed for that business or government entity either in or outside of California.

To comply with the reporting requirements of SB 542, County procedures for contracting with independent contracts mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of Contract
Amount of Contract

First Name	Middle Initial	Last Name
SSN _____		
Contract No. _____		
Start Date	Expiration Date	
_____	_____	
Dollar value of Contract _____		

Question and Answers for Bid #060-582334-SX - CONSULTANT AND IMPLEMENTATION SERVICES FOR AUTOMATED FINGERPRINT ID SYSTEM

OVERALL BID QUESTIONS

Question 1

Page 33 of the RFP package shows an edited ACORD certificate. In it there is a reference to "the certificate holder named to the left" - can you insert a sample ACORD card so a reader can see what you are addressing? (Submitted: Apr 2, 2010 7:23:12 AM PDT)

Answer

- The Certificate holder (additionally insured) will be the Orange County Sheriff-Coroner Department. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 2

Page 40 (Section 19) of the RFP package states that records of time expended on the contract shall be retained for four (4) years after the termination of the contract. On page 37 the RFP states that this is a fixed price contract. What does the County anticipate reviewing in terms of hours expended on a fixed price contract? Some additional information will assist an offeror in determining what level of time keeping to plan for. Additionally page 41 (Section 25) calls for maintaining records "related to charges" for three years. Can these two sections (19 and 25) be harmonized? (Submitted: Apr 2, 2010 7:36:14 AM PDT)

Answer

- Time keeping records need to be reflective of the work performed against the hours expended. There needs to be a quantitative record for any potential audits that may occur once the work is completed or performed (future random audits). This is public record and documentation needs to be reflective of work performed. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 3

Page 48 ("objectives") states "It is desired that the new AFIS: (skip to third bullet) Be quality metric to predict performance". Can the County change the verb "be" to "offer" or some other more appropriate verb? The idea is there but the way it is written makes for multiple possible meanings. (Submitted: Apr 2, 2010 7:41:48 AM PDT)

Answer

- The County desires a quality metric system. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 4

Page 51 (Section 1.12) states that the contractor selected will "Provide on-site technical leadership"... Section 1.13.1 addresses "weekly meetings" and Section 1.13.4 addresses "on-site meetings" with a seven day notice. Is a successful offeror required to have people on-site for weekly meetings and ad-hoc events or will there be a several day notice prior to a mandatory meeting? This level of "requirements clarification" could affect the proposed staffing. (Submitted: Apr 2, 2010 7:50:20 AM PDT)

Answer

- The Contractor's project manager shall weekly brief; provide written monthly reports to; the County's Project Manager on project status and performance. Additionally, the Contractor's project manager, and if requested, other Contractor project personnel, shall meet with the County's Project Manager within 7 days notice, to discuss the Contractor's performance and progress and perform services within the Scope of Work. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 5

Page 18 (Section 11) uses the term "Classifications" twice without any definition. The second time the term is equated with "given category", which is not defined. Does the County have a set of classifications it uses / prefers or may an offeror use their corporate job classification structure? (Submitted: Apr 2, 2010 7:55:52 AM PDT)

Answer

- Offeror may use their corporate job class structure (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 6

On page 50, Section 1.10, the reference to sections 8.1 through 8.6 appear to be erroneous as there are no such sections. The correct reference appears to be to sections 3.1 through 3.6 on page 52. Can the County confirm this proposed correction? (Submitted: Apr 2, 2010 9:05:41 AM PDT)

Answer

- ADDENDUM #1 will be issued to address this oversight. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 7

Are there existing requirements documents from the previous AFIS implementation? (Submitted: Apr 2, 2010 9:49:37 AM PDT)

Answer

- Yes (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 8

What is the estimated budget for the SOW Development/PM effort? (Submitted: Apr 2, 2010 9:49:48 AM PDT)

Answer

- Offeror's pricing is part of the evaluation process and will be evaluated as part of the overall scoring criteria. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 9

What is the estimated budget for the total AFIS implementation effort? (Submitted: Apr 2, 2010 9:49:58 AM PDT)

Answer

- Offeror's pricing is part of the evaluation process and will be evaluated as part of the overall scoring criteria. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 10

How many County staff are dedicated to the AFIS implementation effort? (Submitted: Apr 2, 2010 9:50:11 AM PDT)

Answer

- Minimum of 1, maximum of 4. However this should not be a determinate in your response. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 11

Are there other vendor services related to this effort being solicited, such as Quality Assurance Management services? (Submitted: Apr 2, 2010 9:50:21 AM PDT)

Answer

- No (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 12

Must the contractor staff be onsite in Orange County to perform work for this effort? (Submitted: Apr 2, 2010 9:50:32 AM PDT)

Answer

- Contract staff shall be onsite as needed to perform the Scope of Work. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 13

Is the county looking for a single resource or a team of people? (Submitted: Apr 2, 2010 9:50:45 AM PDT)

Answer

- The County is looking for a Firm or individual who can fulfill the Scope of Work. (Answered: Apr 14, 2010 11:54:36 AM PDT)

AM PDT)

Question 14

Attachment A, Scope of work, page 47, states: "the objective is to select an AFIS Consultant Firm to develop a Scope of Work for the replacement of the existing AFIS with a new identification system, meeting all the requirements of the County as determined through the evaluation and assessment process." Is the evaluation and assessment process completed? (Submitted: Apr 2, 2010 9:51:16 AM PDT)

Answer

- No. The evaluation and assessment process is part of the Scope of Work. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 15

Attachment A, Scope of work, page 47, states: "the objective is to select an AFIS Consultant Firm to develop a Scope of Work for the replacement of the existing AFIS with a new identification system, meeting all the requirements of the County as determined through the evaluation and assessment process." Are the requirements completed? Will the consultant need to determine other requirements? (Submitted: Apr 2, 2010 9:51:36 AM PDT)

Answer

- Requirements are to be determined by the Vendor through the evaluation and assessment process as part of the Scope of Work. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 16

Attachment A, Scope of work, page 47, states: "the objective is to select an AFIS Consultant Firm to develop a Scope of Work for the replacement of the existing AFIS with a new identification system, meeting all the requirements of the County as determined through the evaluation and assessment process." To what level are the requirements documented? (Submitted: Apr 2, 2010 9:51:53 AM PDT)

Answer

- Requirements are to be determined by the Vendor through the evaluation and assessment process pursuant to the Scope of Work. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 17

Attachment A, Scope of work, page 47, states: "the objective is to select an AFIS Consultant Firm to develop a Scope of Work for the replacement of the existing AFIS with a new identification system, meeting all the requirements of the County as determined through the evaluation and assessment process." Will the requirements need to be validated by the consultant based on industry knowledge of the available applications? (Submitted: Apr 2, 2010 9:52:11 AM PDT)

Answer

- Requirements will be validated by the Consultant based on industry and operational knowledge pursuant to the Scope of Work. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 18

Will the county or Sheriff's Department assign a project manager specifically for this engagement? (Submitted: Apr 2, 2010 1:35:29 PM PDT)

Answer

- Yes (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 19

Part 3, No.2. Will the completion of reference information in Section II number 9 be sufficient for submission, or does the county wish to see a letter of reference signed by the referred client in addition to the reference information to be provided in under Section II number 9? (Submitted: Apr 2, 2010 1:35:50 PM PDT)

Answer

- Completing the reference info section only is insufficient. We are asking for three (3) letters of reference to be included. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 20

Part 3, No. 6, C and Attachment A, Section 4. Is the county seeking day to day project management services or project oversight services such as QA or IV&V for the implementation phase. it appears the county is seeking project oversight (QA or IV&V) to assist the county's project manager, but would like clarification of county's vision of contractor's role. (Submitted: Apr 2, 2010 1:36:14 PM PDT)

Answer

- Vendor work may require day to day services and/or oversight services based on the Scope of Work. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question 21

Can the county comment on the recent use of any AFIS consultants and their ability to compete or not compete in this procurement? (Submitted: Apr 2, 2010 1:38:51 PM PDT)

Answer

- No. (Answered: Apr 14, 2010 11:54:36 AM PDT)

Question Deadline: Apr 2, 2010 4:00:00 PM PDT