

CONTRACT # MA-060-11011162

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, operating through its Sheriff’s Department, a political subdivision of the State of California, hereinafter referred to as “County,” and **Peter Thomas Higgins dba Higgins & Associates, International**, with a place of business at 3900-A Watson Place NW, Suite 7E, Washington, DC 20016, 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 indemnitees 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:

Coverage

Minimum Limits

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(s) C and D, 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 ~~three (3)~~ four (4) years from that date, unless otherwise terminated by County.

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. Contractor agrees this project shall not be adversely impacted by any other projects the Contractor is conducting.

Contractor 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:

Sheriff-Coroner / OCCL
Attn: Lisa Zinn
320 N. Flower Street
5th Floor

Santa Ana, Ca 92703
Ph: 714-834-6356

cc: Sheriff-Coroner / Purchasing Services Bureau
Attn: Purchasing
320 N. Flower Street
2nd Floor
Santa Ana, Ca 92703
Ph: 714-834-4700

Contractor: Peter Thomas Higgins
dba Higgins & Associates, International
3900-A Watson Place NW
Suite 7-E
Washington, DC 20016
Ph: 202-525-1770

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 four (4) 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.

Contract Signature Page

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

CONTRACTOR*: Peter Thomas Higgins dba Higgins & Associates, International

Signature

Print Name

Title

Date

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 Contractor 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.

OBJECTIVES

Contractor shall 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 able to predict performance with accurate and comprehensive metrics
- 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 with 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 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. Contractor develops a formal Scope of Work for new AFIS Request for Proposal. Anticipated Timeline 5 months.
2. Post-AFIS RFP Release. Contractor assists in the selection of an AFIS Offeror. Anticipated Timeline 5 months.
3. Management of New AFIS Installation/Development. Contractor works with an AFIS vendor to design, develop, and deliver, install, test ~~and accept~~ a new AFIS. Anticipated Timeline 14 months.
4. Acceptance of New AFIS. Contractor works with an AFIS vendor to deliver, install, and acceptance test a new AFIS. Anticipated timeline 6 months.

Table 1 – Mapping of Scope of Work to Milestones

SOW		
<u>Section #</u>	<u>Scope of Work per Task</u>	<u>Milestone</u>
1	Technical and Project Performance	1
2	Fingerprint Identification Pre-Acquisition Requirements Analysis	1
3	System Acquisition Strategy and Support	2
4	Implementation Project Management for New AFIS	3,4

Table 2 – Contractor Deliverables by Milestone / Task

Document			
<u>Number</u>	<u>Document Title</u>	<u>Milestone</u>	<u>Task</u>
1	Current Services Report	1	1.4
2	Gap Analysis Report	1	1.5
3	Analysis of Offeror Market	1	1.7
4	Weekly Executive Briefings	1	1.13.1
5	Monthly Project Reports	1	1.13.3
6	Concept of Operations Doc	1	2.4
7	Reserved		
8	System Requirements Specification	1	2.3, 2.4, & 2.5
9	Scope of Work	2	2.6 & 3.2
10	Request for Proposal	2	3.3
11	Competitive Acquisition Plan	2	3.3 & 3.5
12	Acceptance Test Plan	3,4	4.7
13	Test Reports	3,4	4.7

Scope of Services

The Contractor 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.

Contractor 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

Contractor shall:

- 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. Rapidly survey, understand, and accurately document the County’s current system and infrastructure. As part of this Section 1.4, Contractor shall provide to County a Current Services Report (CSR). This report shall document the Message Switching System (MSS), State’s California Law Enforcement Telecommunication System (CLETS), Local Arrest Record System (LARS), Automated Jail System (AJS), and other interfaces and gateways as well as all the services offered on the NEC AFIS.
- 1.5. Perform gap analysis of County’s current situation and desired state. As part of this Section 1.5, Contractor shall provide to County a Gap Analysis Report (GAR).
- 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. As part of this Section 1.7, Contractor shall provide to County a Analysis of Offeror Market (AOM) report.
- 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 3.1 through 3.6.
- 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 4.1 through 4.8.
- 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. These meetings may be remote or on-site upon verbal agreement by County and Contractor Project Managers.
 - 1.13.2 Participation in monthly Project review(s).
 - 1.13.3 Provide written monthly Project report(s) (Non Expense related).
 - 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. Contractor shall work in close coordination with the County Project Manager to compile, analyze, assess, and document new AFIS System requirements. Portions of this requirement will be documented in the Requirements Specification document.
- 2.2. In general, the Requirements Analysis activity will address detailed functional, operational, technical, and implementation requirements for fingerprint identification. Portions of this activity shall become part of the System Technical Requirements Report.

- 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 shall 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 shall 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. Contractor shall start collecting technical requirements at an initial kick-off meeting.
- 2.6. Implementation Requirements shall 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. This requirement shall initially be discussed at a kick-off meeting. County and Contractor shall agree on all primary and second level tasks developed.
- 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. This requirement shall begin initially at the Milestone 1 kick-off meeting. RFP document should be completed by Milestone 2 kick-off meeting.

3. System Acquisition Strategy and Support

Contractor shall work in close coordination with the County Project Manager to plan and support the procurement of new AFIS. Contractor 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). The SOW shall include a list of deliverable documents by name and document number.
- 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 (for both the Bidder Conference and Bidsync Q & A activity), and assist in preparing amendments as necessary.
- 3.5 Develop a proposal evaluation and scoring procedure and detailed evaluation criteria. This activity shall initially begin at the Milestone 1 kick-off meeting.
- 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. Any Evaluation Plan, SOW, and rating documents developed by Contractor shall be reviewed and approved by County.

4. Implementation Project Management for New AFIS

Contractor 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

County shall provide the following:

1. Access to facilities to collect data on current operations and interview County and other users.
2. Introductions to appropriate County and user personnel to ensure proper communication and exchange e-mail with individuals associated with the workflows, data center, County communications, contracts and legal staff, and other stakeholders.
3. When Contractor is at County facilities for meetings, Contractor personnel will need access to an Internet link, a printer, and access to a fax machine (for occasions when a fax is required by County).
4. When Contractor is briefing County personnel and RAN Board members, Contractor will need a digital video display device, with at least a 1024 x 768 resolution.
5. Access to County facilities well beyond the standard "8-5" day shift during installation and on-site acceptance testing. Occasional weekend access may be required and upon agreement by County Project Manager.
6. Test data to take to the selected Offeror's development site to run acceptance tests there and then again at the County operational site with interfaces to other County networks and systems.
7. County does not reimburse parking expenses incurred by the Contractor.

**ATTACHMENT C PROPOSAL
COST SUMMARY**

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; for performance by Contractor of all its duties and obligations hereunder.

Contractor further agrees to accept the same as full compensation 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: \$ 751,780.00 *

* Payments shall be upon acceptance of each Milestone per Attachment D – County of Orange Proposal Cost Milestones.

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.

ATTACHMENT D

COUNTY OF ORANGE 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. No acceptance of a Milestone shall be deemed final unless agreed to in writing by County and Contractor Project Managers.

Prices are 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
Contractor develops a formal Scope of Work (SOW) for a new AFIS Request for Proposal; anticipated timeline 5 months.
2. Post-AFIS RFP Release
Contractor assists in the selection of an AFIS Offeror; anticipated timeline 5 months.
3. Management of New AFIS Installation/Development
Contractor works with an AFIS vendor to ~~deliver, install, design, develop, and~~ test ~~and accept~~ a new AFIS anticipated timeline 14 months.
4. Acceptance of New AFIS. Contractor works with an AFIS vendor to deliver, install, and acceptance test a new AFIS. Anticipated timeline 6 months.

Cost Breakdown – Attachment 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	5 Months	780	<u>\$125,700</u>
Scope of Work Section 2/Fingerprint Identification Pre-Acquisition Requirements Analysis	5 Months	596	<u>\$90,280</u>
Milestone 1 meetings/reports (Not charged separately)	5 Months		
Milestone 1 travel/all expenses	5 Months	104	<u>\$47,600</u>
Approximate Milestone 1 Cost			<u>\$263,580</u>
Milestone 2 -- Post-AFIS RFP Release			
Scope of Work Section 3/System Acquisition Strategy and Support	5 Months Following Milestone 1	616	<u>\$109,280</u>
Milestone 2 meetings/reports (Not charged separately)			
Milestone 2 travel/all expenses		52	<u>\$37,524</u>
Approximate Milestone 2 Cost			<u>\$146,804</u>
Milestone 3 - Management of New AFIS <u>Installation/Development</u>			
Scope of Work Section 4/ <u>Implementation/Development</u> Project <u>Management for New AFIS</u>	10-14 Months Following Milestone 2	<u>1,520</u> <u>1064</u>	<u>\$237,300</u> <u>166,110</u>
Milestone 3 meetings/reports (Not charged separately)			
Milestone 3 travel/all expenses		<u>200</u> <u>140</u>	<u>\$104,096</u> <u>72,867</u>
Approximate Milestone 3 Cost			<u>\$341,396</u> <u>238,977</u>
<u>Milestone 4 – Acceptance of New AFIS</u>			

<u>Scope of Work Section 4/ Installation Project Management for New AFIS</u>	<u>6 Months Following Milestone 2</u>	<u>456</u>	<u>\$71,190</u>
<u>Milestone 3 meetings/reports (Not charged separately)</u>			
<u>Milestone 3 travel/all expenses</u>		<u>60</u>	<u>\$31,229</u>
<u>Approximate Milestone 4 Cost</u>			<u>\$102,419</u>
Total Combined Cost			<u>\$751,780</u>

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 **Peter Thomas Higgins dba Higgins & Associates, International** is in full compliance with all applicable 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 MA-060-11011162** 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

Effective January 1, 2001 the County of Orange 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 an AGREEMENT 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 an AGREEMENT 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 "as an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes an AGREEMENT 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 of, County procedures for contracting with independent CONTRACTORS mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request: (1) First Name, Middle Initial, and Last Name, (2) Social Security Number, (3) Address, (4) Start and expiration dates of contract, and (5) Amount of contract.

PART I

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

PART II

CERTIFICATION (PART I must also be completed)

I certify that _____ is in full compliance with all applicable 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 Contract Number: _____ with the County of Orange.

I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____