COUNTY OF SOLANO

DEPARTMENT OF INFORMATION TECHNOLOGY

REQUEST FOR PROPOSALS

FOR

Conducting A Fit/Gap Analysis and Providing Consulting Staff for Upgrading Oracle/PeopleSoft Payroll and Human Resource Management System to Version 9.1

RFP Number: D70-125-12

Final Date for Submission: JANUARY 13, 2012, 3:00 PM (PST)

This document may be found at www.solanocounty.com.

Updates and any amendments will be posted on the same website.

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1 INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is to define the County's minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services offered by proposers.

The County of Solano, Department of Information Technology, hereinafter referred to as the County, intends to secure a single contract for services to upgrade its Oracle/PeopleSoft Human Resources Management System (HRMS) from Version 8.8 Service Pack (SP) 1 to Version 9.1 (or the latest version available at the start of the project). Services to be provided by Proposers include:

- Conduct a Fit/Gap analysis;
- Develop a Project Plan for the upgrade; and,
- Provide technical, functional, and project management resources as outlined in the project plan and agreed to with the County that supplements County resources that will be assigned to the project and that ensures optimal integration of effort between County and Proposer.

A Fit/Gap analysis was previously performed for an upgrade from Version 8.8 to 9.0 and is contained in the Appendix of this RFP. A new Fit/Gap analysis will valid the original analysis and document the additional delta from 9.0 to 9.1. The Fit/Gap will also include an analysis of the additional features and functions desired by the County and listed in the Appendix of this RFP. The Upgrade portion of the contract is to acquire the required software implementation services to complete the project. This includes development of a fully resourced Project Plan with time estimates that includes Project Management, Technical Resources, and Functional Resources for all phases and tasks of the Upgrade for both Proposer's and County staff. It is intended that Contractor will provide Project Management and supplement County Technical and Functional Resources as needed to meet the agreed upon Project Plan. Proposer will also provide Version 9.1 knowledge to expedite the process. Knowledge transfer from Proposer to County staff of features and enhancements included in version 9.1 is a highly important and necessary requirement. Elimination of previous custom modifications due to 9.1 enhancements is also necessary.

1.2 Background

The County went live with PeopleSoft HRMS in April of 1999 with Version 7.02; upgraded to Version 7.51 in 2001 and, upgraded to Version 8.8 in 2003. Time and Labor was implemented in 2005 and Benefits Administration was implemented in 2007.

The County is currently utilizing Oracle/PeopleSoft HRMS, Version 8.8 SP 1, which includes Human Resources, Payroll, Time and Labor, Benefits Administration, Enterprise Learning including eDevelopment, and Position Management. Maintenance Packs have been applied through Maintenance Pack 8. Tax Upgrades have been applied through 2011-C. The County is implementing a third-party Time and Attendance system so the PeopleSoft Time and Labor module will be retired and will not be included with this upgrade.

Over the years, several customizations have been applied: (1) There are approximately 200 customized SQR/SQCs. (2) Approximately 1400 public/private queries have been developed which utilize about 30 Crystal Reports. (3) Additionally, about 40 online modifications have been done, including modifications of translate values and cosmetic changes to page appearances. (4) The current environment also includes pages to display information from a flat-file database containing employee history data prior to the initial implementation of PeopleSoft, since only one year of history was migrated during the initial implementation. (5)

Customizations also include the creation of 10 new pages, and additional panels to enter and display employee information not included in delivered PeopleSoft panels. (6) The Finance application used at the County is Sungard's OneSolution (IFAS). A custom SQR interface was developed and sends essential data to this application after every payroll. (7) A Salary Projection application that meets unique County budgeting requirements. (8) A self service application, myPay that takes the place of the delivered ePay's View Paycheck functionality. (8) ePAF, a third-party Personnel Action Form application with workflow. (9) The customizations are well documented online as well as in the form of functional & technical specifications. (10) In addition, the electronic timecard system IntelliTime will be implemented during the time of the PeopleSoft Upgrade, sometime in the April to June 2012 timeframe.

The County processes payroll on a bi-weekly basis for 2,600 employees. Approximately 200 Human Resources (HR) and department payroll staff utilizes the PeopleSoft HR/Payroll applications. The myPAY and myTraining self-service applications can be utilized by all County employees. However, it is the County's intention to replace myPAY with PeopleSoft ePay if the application is suitably user-friendly and meets the requirements of the County's Human Resources and Auditor-Controlled departments.

The County's Oracle/PeopleSoft Production environment is in the process of being converted to run on an IBM P-Series 740 and the Test environment runs on an IBM P-Series 550. Logical partitions have been carved out on this IBM AIX 5.3 machine to run specific servers for the PeopleSoft application. The following logical partitions make up the County's environments:

- PSOFTP and PSOFTT – PeopleSoft Application 8.8 SP1, PeopleTools 8.51 and Web Server (Websphere 7.0.0.7).
- ORAP and ORAT – Oracle Database Server running 11.2.0.2

Both Production and Test Environments:

- Share a Dell Power Edge 1950 running Windows 2003 for NT Process Scheduler Server purposes.
- Utilize an EMC/DELL CX3-80 SAN solution for storage.
- Are backed up using an IBM P-Series P510 running Tivoli Storage Manager (TSM) 5.5 and AIX 5.3.

Authentication against Lightweight Directory Access Protocol (LDAP) using the County's Microsoft Active Directory (AD) is used to validate the user's log-in. User access to the Production environment is maintained within Oracle/PeopleSoft Security.

1.3 Scope of Service

It is the Provider's responsibility to propose a complete Scope of Work that explains in detail the Provider's offering. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in Exhibit A of the Standard Contract, included in section 8 of this RFP.

The Appendix of the RFP contains the minimum list of services and deliverables the selected Contractor is expected to provide to the County.

The *Standard* contract also includes Exhibit B, Budget and Payment Provisions, Exhibit C, Terms and Conditions required by the County and Exhibit D when applicable.

1.4 Contract Duration

The County intends to enter into a contract with an effective period of February 15, 2012 through April 30, 2012 for the Project of Fit/Gap Analysis, Project Development and Installation and Upgrade of the PeopleSoft modules to version 9.1.

The County reserves the right to extend this Contract for an additional period or periods of time if deemed in the best interest of the County. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the County's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

1.5 Letter of Intent to Propose

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator (refer to Section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, RFP Schedule of Events. *Letters of Intent to Propose* may be delivered by facsimile transmission. Vendors may withdraw their *Letters of Intent to Propose* at any time before the deadline for submitting a proposal.

The following information should be included in the *Letter of Intent to Propose*:

Vendor Name
Name and Title of Vendor Main Contact
Address, Telephone Number, Facsimile Number, and email address of Vendor Main Contact Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

1.6 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the County. It is strongly recommended that signature required courier services are used for proposal delivery. Late proposals shall not be accepted nor shall additional time be granted to any potential proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

1.7 Assistance to Proposers With a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors that submitted a *Letter of Intent to Propose*.

	EVENT	DATE	TIME
1	County Issues RFP	12/09/2011	
2	Deadline for Proposers with a Disability to Make Accommodation Requests	12/12/2011	
3	Pre-proposal Conference (Non Mandatory) Location: 675 Texas Street, Rm 6002, Fairfield, CA 94533	12/19/2011	1:00 PM, PST
4	Deadline for *Letter of Intent to Propose*	12/23/2011	
5	Deadline for Written Comments / Questions	12/23/2011	
6	County Issues Responses to Written Comments / Questions	As Feasible	
7	Deadline for Submitting Proposals	1/13/2012	3:00 PM, PST
8	County Completes Technical Evaluations	1/20/2012	
9	County Sends a written Notice of Intent to Award	1/23/2012	
10	Tentatively, Conclusion of Contract Negotiation, and Contract Signing	1/27/2012	
11	Contract to County Administrator and/or Board of Supervisors for approval	2/14/2012	
12	Anticipated Contract Start Date	2/15/2012	

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

The following RFP coordinator shall be the main point of contact for this RFP.

KAREN POOLE
COUNTY OF SOLANO
675 TEXAS STREET, SUITE 2500
FAIRFIELD, CA 94533
707-784-6321
707-422-9770 FAX
kdpoole@solanocounty.com

3.2 RFP Number

The County has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP-D70-125-12

3.3 Communications Regarding the RFP

3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be in writing and directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other County employees of the procuring County agency may result in disqualification.

3.3.2 The County shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

3.3.3 The County shall mail copies of its written responses to written comments, to all vendors submitting a *Letter of Intent to Propose*.

3.4 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the *Standard* contract, Exhibit C, Terms and Conditions for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the County no later than the Deadline for written comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the County, in writing, by the deadline for written comments.

3.5 Proposal Submittal

3.5.1 Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal.

Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive.

One (1) original, five (5) hard copies, and (1) Electronic copy (DVD, CD) of the Technical Proposal shall be submitted to the County in a sealed package and be clearly marked:

"Technical Proposal in Response to RFP- D70-125-12 -- Do Not Open"

One (1) Cost Proposal shall be submitted to the County as a separate, sealed package and clearly marked:

"Cost Proposal in Response to RFP- D70-125-12 -- Do Not Open"

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked on outside of packages, including the company/organization identification:

"Contains Separately Sealed Technical and Cost Proposals"

3.5.2 All proposals must be submitted to the RFP coordinator at the following address by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

County of Solano Purchasing Services
675 Texas Street, Suite 2500
Fairfield, CA 94533

3.6 Proposal Preparation Costs

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

3.7 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

3.8 Proposal Amendment

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the County.

3.9 Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

3.10 Incorrect Proposal Information

If the County determines that a proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

3.11 Prohibition of Proposer Terms and Conditions

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

3.12 Right to Refuse Personnel

The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

3.13 Proposal of Alternate Services

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the RFP) may be considered non-responsive and rejected.

3.14 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the County.

The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Cost Proposal so that all proposals may be equitably evaluated. The Proposer shall not propose un-requested rates as separate, additional rates for additional services. (Refer to Section 5.3 of this RFP for Cost Proposal requirements.)

3.15 Independent Price Determination

3.15.1 A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other proposer, a County employee, or any competitor.

3.15.2 The proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the proposer.

3.15.3 The proposer is prohibited from submitting multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all proposers associated with a multiple proposal.

3.15.4 Should any such prohibited action detailed in Sections 3.15.1, 3.15.2, and 3.15.3 be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

3.16 Insurance

See Exhibit C Terms and Conditions for the County’s insurance requirements.

3.17 Licensure

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

3.18 Conflict of Interest and Proposal Restrictions

Any individual, company or other involved in assisting the County in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.19 RFP Amendment and Cancellation

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.20 Right of Rejection - See Attachment 9.5 for additional County Reserved Rights.

3.20.1 The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

3.20.2 Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

3.21 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the County of Solano. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. The proposals and associated materials shall be open for review by the public to the extent allowed by the ***California Public Records Act***, (Government Code Section 6250-6270 and 6275-6276.48) upon the final award of the contract by all authorized parties. By submitting a proposal, the proposer acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

3.22 Proprietary Information

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government code §6276). Each proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any information that is released by the County shall constitute a complete waiver of all claims for damages

caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the proposer of the request and delay access to the material until seven working days after notification to the proposer. Within that time delay, it will be the duty of the proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

3.23 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the County and proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4 SPECIAL REQUIREMENTS

4.1 Joint Ventures and Partnering

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the County as a result of the participation of multiple entities.

4.1.1 The proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.

4.1.2 The proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFP.

4.1.3 The proposal transmittal letter must be signed by each principal of the joint venture and include all required information.

4.2 Pre-Proposal Conference

4.2.1 A pre-proposal conference for all potential proposers is scheduled at the Pre-Proposal Conference time and date detailed in the Section 2, RFP Schedule of Events. The conference shall be held at Solano County, 675 Texas Street, 6th Floor, Conference Room 6002, Fairfield, CA 94533. Each vendor may send a maximum of two (2) representatives. The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP.

4.2.2 The County encourages all potential proposers to attend the pre-proposal conference although attendance is not.

4.2.3 Specific questions concerning the RFP should be submitted in writing before the pre-proposal conference so that the County may prepare responses before the conference. Additional questions shall be entertained at the conference; however, responses may be deferred and provided at a later date.

4.2.4 The response to any question that is given orally at the pre-proposal conference is to be considered tentative and nonbinding on the County. After the conference, the official response to questions shall be published in writing. This shall ensure accurate, consistent responses to all vendors. Copies of all written questions and the County's responses shall be mailed to all vendors submitting a *Letter of Intent to Propose*. Only the written responses from the County shall be considered official.

4.3 Location and Work Space

The work under this RFP is to be performed, completed, and managed at 675 Texas Street, Suite 3700, Fairfield, CA 94533. All work performed on the County's premises shall be completed during the County's standard business hours.

5 PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the County's information requirements.

5.1.3 Proposers must respond to every subsection under the Technical Proposal and Cost Proposal sections below. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (*e.g.*, the response to the third requirement of the Proposal Transmittal Letter would be labeled 5.2.1.3). Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the County's sole discretion, result in the rejection of the proposal.

All information presented in a proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered.

5.1.5 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall not be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal non-responsive and the proposal shall be rejected.

5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

- Proposal Transmittal Letter;
- Mandatory Proposer Qualifications;
- General Proposer Qualifications and Experience;
- Technical Approach; and,
- Detailed Documentation of Proposer Financial Resources.

If a proposal fails to detail and address each of the requirements detailed herein, the County may determine the proposal to be non-responsive and reject it.

5.2.1 Proposal Transmittal Letter. The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is mandatory, and failure to provide the information as required may result in the proposal being considered non-responsive and rejected.

5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.

5.2.1.2 The letter shall state that the proposal remains valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the County.

5.2.1.3 The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Federal Employer Identification Number of the firm making the proposal.

5.2.1.4 The letter shall provide the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

5.2.1.5 The letter shall state whether the proposer intends to use subcontractors — if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (NOTE: The contractor must obtain written approval from the County prior to the use of any subcontractors.)

5.2.1.6 The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.,* employment by the County of Solano) and, if so, the nature of that conflict. The County reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the County.

5.2.1.7 The letter shall also include a statement of acknowledgement that the County's Standard Contract (Section 8) has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications to the contract are noted, then the County will assume that the proposer is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.

5.2.2 **Mandatory Proposer Qualifications.** Technical Proposals shall provide responses and documentation, as required that indicate that the proposer has met the Mandatory Proposer Qualifications requirements. Any proposal which does not meet the mandatory requirements and provide all required documentation may be considered non-responsive, and the proposal may be rejected.

Technical Proposals shall provide the following information (referencing the subsections in sequence):

5.2.2.1 written confirmation that the proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the standard contract in section 8 of this RFP. (NOTE: If the proposal fails to provide said confirmation without exception or qualification, the County, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.)

5.2.2.2 written certification and assurance of the proposer's compliance with: local, state and federal laws. Proposers must sign and return Attachment 9.1 with the proposal. Failure to return this document may result in the proposal being non-responsive and may be rejected.
(Use Attachment 9.1, Certification of Compliance)

5.2.2.3 documentation of financial responsibility and stability; said documentation shall include:

5.2.2.3.1 a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing

5.2.2.3.2 two current written, positive credit references, in the form of standard business letters, from vendors with which the Proposer has done business; in lieu of such, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months, and

5.2.2.3.3 a copy of a valid certificate of insurance indicating liability insurance in the amount as specified in Exhibit C of the *Standard Contract* Terms and Conditions.)

5.2.3 General Proposer Qualifications and Experience. Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the proposer's experience in delivering services similar to those required by this RFP:

5.2.3.1 a brief, descriptive statement indicating the proposer's credentials to deliver the services sought under this RFP;

5.2.3.2 a brief description of the proposer's background and organizational history;

5.2.3.3 years in business;

5.2.3.4 a brief statement of how long the proposer has been performing the services required by this RFP;

5.2.3.5 location of offices;

5.2.3.6 a description of the proposer organization's number of employees, longevity, client base;

5.2.3.7 whether there have been any mergers, acquisitions, or sales of the proposer company within the last ten years (if so, an explanation providing relevant details);

5.2.3.8 form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*);

5.2.3.9 a statement as to whether the proposer or any of the proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details;

5.2.3.10 a statement as to whether there is any pending litigation against the proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the proposer's performance in a contract under this RFP;

5.2.3.11 a statement as to whether, in the last ten years, the proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergo the appointment of a receiver, trustee or assignee for the benefit of creditors; and if so, an explanation providing relevant details;

5.2.3.12 a narrative description of the proposed project team, its members, and organizational structure;

5.2.3.13 a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history);

5.2.3.14 customer references for similar projects representing both three of the larger accounts currently serviced by the vendor and three completed projects— each reference must include:

a) the company name and business address;
b) the name, title, and telephone number of the company contact knowledgeable about the project work; and
c) a brief description of the service provided and the period of service.
d) see Attachment 9.4 Experience Statement to identify references.

5.2.3.15 a list, if any, of all current contractual relationships with the County of Solano and all those completed within the previous five year period— the list must include:

a) the contract number;
b) the contract term; and
c) the procuring County agency for each reference.

(NOTE: Current or prior contracts with the County are NOT a prerequisite to being awarded the maximum available points for the Proposer Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships, like those detailed pursuant to Section 5.2.3.15., shall be generally considered in awarding Proposer Qualifications and Experience category points.)

5.2.4 Technical Approach. The proposer shall describe the vendor's plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the County to ascertain the proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the proposer's technical approach to delivering the services sought under this RFP.

5.2.4.1 Proposers must provide a comprehensive narrative, captioned "Project Understanding," that illustrates the vendor's understanding of the County's requirements and project schedule. (If one exists.)

5.2.4.2 Proposers must provide a comprehensive narrative, captioned "Project Approach," that illustrates how the proposer will complete the scope of services, accomplish required objectives, and meet the County's project schedule. (If one exists.)

5.2.4.3 Proposers must provide a comprehensive narrative, captioned "Project Management," that illustrates how the proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the County's project schedule. (If one exists.)

5.2.5 Detailed Documentation of Financial Resources. The Proposer must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required.

5.2.5.1 The Proposer's most recent independent audited financial statements for a fiscal year ended within the last 36 months. Compiled or reviewed financial statements may be accepted.

5.2.5.1.1 The audited financial statements must be:

a) prepared with all monetary amounts detailed in United States currency;
b) prepared under United States generally accepted accounting principles; and
c) audited under United States generally accepted auditing standards.

5.2.5.1.2 The audited financial statements must include:

a) the auditor's opinion letter;
b) financial statements; and
c) the notes to the financial statements.

5.2.5.2 Documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.

5.3 Cost Proposal

5.3.1 The Cost Proposal shall be submitted to the County in a separate, sealed package from the Technical proposal.

5.3.2 The Cost Proposal required format is provided in Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof.

5.3.3 The Cost Proposal shall specifically record the exact cost proposed in the appropriate space as required by Attachment 9.2. Said proposed cost shall incorporate all costs for the proposed scope of services for the Fit-Gap Analysis and the Project Plan Development. For the actual system upgrade and implementation, hourly rates for all categories of required resources (project management, technical, functional, et.al.) shall be recorded on Attachment 9.2. Hourly rates are to be "all-inclusive" of travel, overhead, and Proposer mark-ups.

5.3.4 The Cost Proposal shall record only the proposed fixed cost and hourly rates as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the County may determine the proposal to be non-responsive and reject it.

5.3.5 The proposer must sign and date the Cost Proposal.

6 EVALUATION AND CONTRACTOR SELECTION

6.1 Proposal Evaluation Categories and Maximum Points

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience, Technical Approach, and Cost. The maximum points that shall be awarded for each of these categories are:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Proposer Qualifications and Experience	35
Technical Approach	50
Cost Proposal	15
Interview/Presentation	[15]

6.2 Proposal Evaluation Process

6.2.1 The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the proposer with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and NOT against other proposals.

6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A proposal evaluation team made up of three or more members shall be responsible for evaluating proposals.

6.2.3 All proposals shall be reviewed by the RFP coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP coordinator determines that a proposal may be missing one or more such requirements, the proposal evaluation team shall review the proposal to determine:

a) if it meets requirements for further evaluation;
b) if the County shall request clarification(s) or correction(s); or
c) if the County shall determine the proposal non-responsive and reject it.

6.2.4 The proposal evaluation team shall evaluate responsive proposals. Each evaluator shall independently score the General Proposer Qualifications and Experience section and the Technical Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposals.

6.2.5 The County reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the County and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the proposer shall put such clarifications in writing.

6.2.6 The County further reserves the right to invite the top ranked proposers (based on technical evaluation) to present their program/services in an oral interview or a presentation. The proposals will be re-ranked based upon the interview utilizing the same criteria set forth in this solicitation, except cost. Proposers should be prepared to have key personnel assigned to any contract resulting from this solicitation present at the interview/presentation, should an interview/presentation be requested. The County will not assume any costs incurred by vendor (travel, lodging food etc.), in the event interviews/presentations are requested.

6.2.7 Upon completion of Technical Proposal scoring by the Proposal Evaluation Team, the RFP Coordinator shall calculate the average Technical Proposal score for each proposal.

6.2.8 After opening the Cost Proposals, the RFP coordinator shall calculate scores for each cost Proposal. The cost evaluation score shall be based on the proposed cost for evaluation amount indicated by the Cost Proposal.

6.2.9 The RFP Coordinator shall combine the average technical evaluation scores with the cost evaluation scores for each proposer.

6.2.10 All proposal evaluation calculations shall result in numbers rounded to the nearest two decimal places (*e.g.*, 9.99).

6.3 Contract Award Process

6.3.1 The RFP coordinator shall forward results from the proposal evaluation process to the head of the procuring agency for consideration.

6.3.2 The County reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be submitted on the most favorable terms the vendor can offer.

6.3.3 After the evaluation of proposals and final consideration of all pertinent information available, the head of the procuring agency shall issue a written notice of intent to award to all Proposers. The notice shall identify the apparent best evaluated Proposer. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor.

6.3.4 The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated proposer subsequent to the intent to award.

6.3.5 The apparent best evaluated proposer shall be prepared to enter into a contract with the County which shall be substantially the same as the *Standard* contract included in Section 8 of this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.

6.3.6 If a proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the proposer, the County may determine, at its sole discretion that the proposer is non-responsive to the terms of this RFP and reject the proposal.

6.3.7 If the County determines that the apparent best evaluated proposer is non-responsive and rejects the proposal after opening cost proposals, the RFP coordinator shall recommend award to the next best evaluated proposer.

6.3.8 Contract award shall be subject to the contract approval of all appropriate County officials in accordance with applicable County laws and regulations.

6.3.9 The RFP files shall be made available for public inspection, after award of contract.

6.3.10 Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the Solicitations or Notice of Intent to Award a contract may protest to the Director of General Services. The protest shall be submitted in writing to the Director of General Services within seven (7) working days after such aggrieved person or company knows or should have known

of the facts giving rise thereto. All letters of protest shall clearly identify the reasons for the protest. The protest also must state the law, rule, regulation, or policy upon which the protest is based. The Director of General Services shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall; state the reason for the action taken; and inform the protester that a request of further administrative appeal of an adverse decision must be submitted in writing to the Office of the County Administrator within seven (7) working days after receipt of the decision by the Director of General Services.

7 STANDARD CONTRACT INFORMATION

7.1 Contract Approval

The RFP and the contractor selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the contractor and the head of the procuring County agency and after the contract is signed by all other County officials as required by County ordinances and regulations to establish a legally binding contract.

7.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract.

No payment shall be made until the contract is approved as required by County ordinances and regulations. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the contractor, even work done in good faith and even if the contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by County officials as required by applicable statutes and rules of the County of Solano.

7.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

7.4 Contract Monitoring

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the County requires such an inspection, the Contractor shall provide reasonable access and assistance.

7.5 Contract Amendment

During the course of this contract, the County may request the contractor to perform additional work for which the contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the County shall provide the contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the contractor’s Proposal to this RFP. If the County and the contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the contractor and the head of the procuring County agency and must be approved by other County officials as required by County laws and regulations. The contractor shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

8 *STANDARD* CONTRACT

The *Standard* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

1. This Contract is entered into between the County of Solano and the Contractor named below:

CONTRACTOR'S NAME

2. The Term of this Contract is:

3. The maximum amount of this Contract is:

$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions (If required)

SAMPLE

The parties have executed this Contract as of the ___ day of _____, 20___.

CONTRACTOR	COUNTY OF SOLANO
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE DATED
SIGNATURE DATED	TITLE
PRINTED NAME AND TITLE	ADDRESS
ADDRESS	CITY STATE ZIP CODE
CITY STATE ZIP CODE	Approved as to Content:
	DEPARTMENT HEAD OR DESIGNEE DATED
	Approved as to Form:
	COUNTY COUNSEL DATED

Rev.

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

PROPOSED SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:
(PLEASE EXPLAIN IN THE TECHNICAL PROPOSAL HOW THE ORGANIZATION WILL PERFORM THE FOLLOWING:)

In addition to the tasks listed below, Contractor will perform the project management of the upgrade and implementation, with supplementation by County professional staff.

A. Contractor will perform the following services:
   1. Impact and Requirements Analysis for Human Resources, ePAF, Payroll including customization for IntelliTime, Benefits Administration, Enterprise Learning including eDevelopment and Position Management. This will include itemizing the delta from the previous Fit/Gap analysis from version 8.8 to 9.0 included in the Appendix.
   2. Perform an assessment to convert current myPay application to PeopleSoft ePay.
   3. Perform an assessment of the Retro-pay process to determine how the existing manual processes can be reduced and/or eliminated.
   4. Perform an assessment of all existing customizations to minimize and/or eliminate them.
   5. Assess the compatibility of the current technical infrastructure (hardware, software, Data Base, network) with Version 9.1. This shall include configuration of: Oracle Database, PeopleSoft Application Server, PeopleSoft Web Server, and the Process Scheduler.
   6. Develop and provide comprehensive documentation of the assessment results and conduct a presentation of the findings to the County's Human Resources (HR), Payroll, and Information Technology technical, functional, and management team members.
   7. Develop a project plan for the upgrade project to include summary level tasks, detail tasks, estimates of days and hours, required personnel resources, and a Gantt chart showing details of all.

B. Once the Fit-Gap Analysis and project plan is complete, and upon County approval of the project plan, contractor will provide project management and any necessary technical and functional resources to supplement County staff resources for implementation of the upgrade.

C. Contractor shall provide the following staff for project implementation:
   1. Engagement/Project Manager
   2. Functional Systems Consultants
   3. Technical Consultants

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

A. County shall be responsible for the following:
   Provide physical facilities, network connection and work space for Contractor personnel at:
   675 Texas St., Ste 3700,
   Fairfield, CA

B. Provide the following personnel:
   1. Required Technical Staff
   2. Required Functional Staff
   3. Project Management Overseer

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

[Insert budget detail and payment provision].

1. METHOD OF PAYMENT

Upon submission of an invoice by contractor, and upon approval of County's representative, County shall pay contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the standard contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

SAMPLE

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	**$5,000,000**	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	**$1,000,000**	per accident for bodily injury and property damage.
(3) Workers' Compensation:	As required by the State of California.	
(4) Employer's Liability:	**$1,000,000**	per accident for bodily injury or disease.

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles

owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor’s manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that all Contractor claims for payment or reimbursement by County will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the

protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to _____, this Agreement shall be automatically extended from _____ through _____ to allow for continuation of services and sufficient time to complete a novation or renewal contract.

2. TERMINATION

A. Notwithstanding Section 5 in Exhibit C, this Contract may be terminated by County or Contractor, at any time, with good cause, upon __ days written notice from one to the other.

3. ADDITIONAL INSURANCE

(1) Errors and Omissions insurance against loss due to negligent acts, errors and/or omissions, in an amount no less than one million dollars ($1,000,000) combined single limit per claim and in the aggregate. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

(2) Professional malpractice insurance of all activities of Contractor (and its subcontractors) arising out of or in connection with this Contract in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

4. SPECIAL RESPONSIBILITIES OF CONTRACTOR

(1) Submit verification of non-profit status, if a requirement for the award of this Contract:

(2) Provide an audit report, including a management letter, to County annually;

(3) Conduct an audit, at Contractor's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended, and provide the audit to County within 30 days of completion;

(4) Provide an un-audited statement of revenue and expenditures to County within thirty (30) days of completion of the project if funds awarded to Contractor are $100,000 or less;

(5) Obtain a bond at, Contractor's sole expense, in an amount sufficient to cover start-up funds if any were provided to Contractor from County.

5. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit " ".

6. CHILD/ADULT ABUSE

Contractor shall execute the form attached as Exhibit " ".

7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor shall execute the form attached as Exhibit " ".

8. CHANGES AND AMENDMENTS

Amendments that are not State approved vendor agreement amendments shall be submitted to the State for prior approval at least 30 days before the effective date of any proposed changes governing compensation, services or term.

9. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding clients (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

10. EARLIER DEFAULT

Services provided under this Contract are of a time-sensitive nature. Accordingly, notwithstanding the requirements of Section 10 in Exhibit D, the time period for notifying Contractor of default shall be ____ days. If Contractor fails to cure a default within ___ days after notification, or if the default requires more than __ days to cure and Contractor fails to commence to cure the default within __ days after notification, then Contractor's failure shall terminate this Contract.

11. INDEMNIFICATION FOR PHYSICIANS

Pursuant to Government Code section 800 et seq., County shall indemnify Contractor against all claims, losses and damages arising out of Contractor's performance to the extent that Contractor would be entitled to indemnification if Contractor were a County employee. County may indemnify either by self-insuring or by purchasing insurance for such purpose.

12. CONFIDENTIAL RECORDS

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.

EXHIBIT D1

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace;
   (b) The person's or organization's policy of maintaining a drug-free workplace;
   (c) Any available counseling, rehabilitation and employee assistance programs; and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free policy statement; and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature Date

Official's Name (type or print)

Title Federal Tax I.D. Number

THIS FORM MUST BE RETURNED WITH RFP RESPONSE

EXHIBIT D2

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, non-medical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code Section 11166 and will comply with its provisions.

Thereof, I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

Signature:_____

Name:_____

Title: _____

Date:_____

THIS FORM MUST BE RETURNED WITH RFP RESPONSE

SOLANO COUNTY
HIPAA BUSINESS ASSOCIATE CERTIFICATION
45 C.F.R. Parts 160-164

(Contractor Name)

The Contractor or grant recipient (hereinafter "Contractor") named above hereby certifies compliance with the privacy standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the United States Department of Health and Human Services at 45 CFR. ("Code of Federal Regulations") Parts 160-164. Pursuant to HIPAA, Contractor has been found to be a Business Associate of the County of Solano. The privacy standards require the County to ensure that its Business Associates who receive or create confidential information in the course of providing services on behalf of the County comply with certain obligations regarding the confidentiality of protected health information ("PHI").

As a Business Associate of the County of Solano, the above named Contractor will:

1. Disclose or use protected health information it creates for or receives from the County only:
   (a) For functions and activities on the County's behalf;
   (b) As authorized for Contractor's management, administrative or legal responsibilities as a Business Associate of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
   (c) As required by law.
   (d) To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
   (e) To report violations of law to appropriate Federal and State authorities, consistent with CFR §164.502(j)(1).

2. Not further disclose or use protected health information except as specified in this Exhibit or as otherwise required by law.

3. Comply with 45 CFR Parts 160-164 as applicable to a "business associate" of a "covered entity," and with applicable state law that is not preempted by 45 CFR Part 160, Subpart B.

4. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided in this Agreement or in compliance with Social Security Acts § 1173(d) (42 U.S.C. § 1320d-2(d)) and 45 CFR § 164.530 (c).

5. Require any agents, including subcontractors to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, to provide reasonable written assurance that subcontractor or agent will comply with the same restrictions

6. Comply with, and require each subcontractor or agent involved to comply with each applicable requirement of 45 CFR 1162, if subcontractor conducts in whole or in part Standard Transactions for or on behalf of the County.

7. At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI in a Designated Record Set to an Individual subject of the PHI, or to the County, to meet the requirements of 45 CFR § 164.524.

8. Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of protected health information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526.

9. Document each disclosure it makes of PHI which Contractor created for or received from County and make available an accounting of such disclosures to the individual subject to the disclosure, or the County for inspection during regular business hours at its place of business so that County may meet its disclosure accounting obligations under 45 CFR § 164.528.

10. Make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Exhibit.

11. Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under 45 CFR § 164.512(d)(3).

12. Report to the County, in writing, any use or disclosure of protected health information not permitted by this Exhibit, or otherwise in violation of the Privacy Rule (45 CFR Part 164), within five (5) days of becoming aware of such use or disclosure pursuant to 45 CFR § 164.504(e)(2)(ii)(C).

13. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement or HIPAA regulations.

14. Upon termination of this Agreement for any reason:
    (a) Return all PHI received from the County, or created or received by Contractor in connection with work performed under this Contract required to be retained by the Privacy Rule.
    (b) Return or destroy, at County's sole discretion, all other PHI received from the County, or created or received by Contractor on behalf of the County.
    (c) Retain no copies of PHI, including PHI in possession of subcontractors or agents of Contractor.
    (d) Provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the PHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such

PHI for so long as the Contractor or any of its agents or subcontractor maintains such PHI.

15. Agree to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PHI.

16. Retain records, minus any PHI required to be returned by Section 14, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

_____
Contractor or Grant Recipient Signature Date

_____
Official's Name (type or print)

_____
Title Federal Tax ID Number

THIS FORM MUST BE RETURNED WITH RFP RESPONSE

APPENDIX

MINIMUM PROPOSAL REQUIREMENTS

The services provided by the Contractor shall include, but are not necessarily limited to the items listed below.

For the items listed here, proposers are to explain how each task will be performed to meet the County's requirement.

1. Provide a plan for conducting a comprehensive Fit/Gap analysis for upgrading the County's Oracle/PeopleSoft Human Resources Management System (HRMS) from Version 8.8 Service Pack (SP) 1 to Version 9.1, utilizing Fit/Gap Analysis from 8.8 to 9.0 previously accomplished and attached in this Appendix.

2. Provide detailed analysis of the following functions and features that are pertinent to the upgrade and other such items to be mutually identified during the Fit/Gap analysis process.

   a. Perform an assessment of the Retro-pay process to determine how the existing manual processes can be reduced and/or eliminated.

   b. Perform an assessment of the process of conversion of existing myPay application to the PeopleSoft ePay application.

   c. Perform an assessment of all existing customizations to minimize and/or eliminate them and identify opportunities for business process improvement.

   d. Assess the compatibility of the current technical infrastructure (hardware, software, Data Base, network) with Version 9.1.

   e. Develop a Summary and Detail Level Task Project Plan for Implementation of PeopleSoft 9.1. The successful Proposer will be an implementation partner with Solano County, providing Project Management, Technical and Functional staff as supplements to Solano County staff.

   f. Provide a Gantt Chart of task requirements

3. Develop and provide comprehensive documentation of the Fit/Gap results and Project Implementation Plan and conduct a presentation of the findings to the County's Human Resources (HR), Information Technology, and Payroll technical, functional, and management team members.

4. Services are to be conducted at the County's work site, 675 Texas Street, Suite 3700, Fairfield, CA 94533.

5. Proposers shall be Oracle/PeopleSoft Certified Partners and submit proof of certification with the Proposal.

Fit /Gap Analysis Previously Accomplished – 2009

Refer to Attachments 10 –A through 10 –H for Files:

1. Affected 9.0 Objects, Refer to attachment 10-A
2. Changed in 9.0 Customized in 8.8, Refer to attachment 10-B
3. County of Solano External Customizations, Refer to attachment 10-C
4. Customization Assessment Summary, Refer to attachment 10-D
5. Customized in 8.8 not Present in 9.0, Refer to attachment 10-E
6. Deleted Views Compared to County of Solano County, Refer to attachment 10-F
7. External Object Customization Summary, Refer to attachment 10-G
8. Online Object Customization Summary, Refer to attachment 10-H

ATTACHMENT 9.1

CERTIFICATION OF COMPLIANCE

RFP # D70-125-12

Proposer Name: _____

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

a) the laws of the County of Solano; http://www.solanocounty.com/countycode.asp

b) Title VI of the federal Civil Rights Act of 1964; http://www.usdoj.gov/crt/cor/coord/titlevi.html

c) Title IX of the federal Education Amendments Act of 1972; http://www.usdoj.gov/crt/cor/coord/titleix.html

d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government; http://www.usdoj.gov/jmd/ps/4-1.html

e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government; http://www.ada.gov/pubs/ada.html

f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,

g) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America; and

h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

_____

Proposer Signature **Date**

_____

Print Name **Organization**

THIS FORM MUST BE RETURNED WITH PROPOSAL RESPONSE

ATTACHMENT 9.2

COST PROPOSAL FORMAT

RFP # D70-125-12

Proposer Name

NOTICE TO PROPOSER:

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the Appendix Proposed Statement of Work. This is a Fixed Cost Proposal for some portions and must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said fixed cost proposed must incorporate all cost for the proposed scope of services for the total contract period. The Proposed Hourly Rate portion shall include any travel or other costs as a part of the rate.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Fixed Cost Proposal and the Proposed Hourly Rate as required, the County shall determine the proposal to be non-responsive and reject it.

The Proposer must sign and date the Fixed Cost Proposal.

	PROPOSED FIXED COST
Conducting a Fit/Gap Analysis for Upgrading Oracle/PeopleSoft Human Resources Management System	
Developing a fully resourced Project Implementation Plan with Summary Level Tasks, Detail Level Tasks and Gantt Chart	
	PROPOSED HOURLY RATE
Project Manager	
Technical Consultant	
Functional Consultant	

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the County.

Proposer Signature **Date**

Print Name **Organization**

THIS FORM MUST BE RETURNED WITH PROPOSAL RESPONSE

NON-COLLUSION AFFIDAVIT

RFP NO. _____

State of California
County of Solano

_____, being first duly sworn, deposes and says that he or she is Owner/Authorized Representative of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

_____
Proposer's Signature Signed at Place Date Phone

_____
Authorized Representative's Signature Signed at Place Date Phone

_____
Company

_____
Address

_____
City State Zip

THIS FORM MUST BE RETURNED WITH PROPOSAL RESPONSE

CUSTOMER REFERENCES

RFP NO. _____

List at least three customer references for similar project representing both three of the larger accounts currently serviced by the vendor and three completed projects – each reference must include:

a. The company name and business address;
b. The name, title, and telephone number of the company contact knowledgeable about the project work; and
c. A brief description of the service provided and the period of service.

Company Name	Contact Name	Address	Description	Year	Phone	Email

(If necessary attach additional sheets for references). I hereby certify I have performed the work listed above.

Signature of Proposer's Authorized Representative **Date**

Print Name **Organization**

THIS FORM MUST BE RETURNED WITH PROPOSAL RESPONSE

ATTACHMENT 9.5

RESERVATIONS
RFP NO. D70-125-12

THE COUNTY OF SOLANO EXCLUSIVELY RESERVES THE UNILATERAL AND INDEPENDENT RIGHTS THAT AT ITS SOLE DISCRETION MAY:

Amend, cancel, or reissue this RFP in writing at any time, (on, or before, or after submittal deadline date), in part, or in its entirety.

Make an award not necessarily to the lowest proposal/bid, but the Proposer/Bidder determined to be professionally and technically able to provide equipment and perform services, and fulfill all specified bid requirements.

Request clarifications of proposals/bids, or conduct discussions for the purpose of clarification with any or all Proposers/Bidders.

Make an award without further discussion of any other proposal/bid submitted.

Negotiate with the apparent low Proposer/Bidder subsequent to the Notice of Award.

Waive any and all minor variances, irregularities, technicalities or informalities in bids/proposals which are determined to be in the best interest of the County.

Make an award in whole or in part or of any varying combination of proposal/bid items that will be in the best interest of the County.

Cancel any award and re-solicit proposals/bids for requirements herein specified, due to increased or added costs, if in its opinion, prices are greater than those of the general market.

Cancel any award and re-solicit proposals/bids in the event contracted bid requirements cannot commence within ten (10) days after the agreed upon start date.

Reduce or increase any proposal/bid item or requirement specified herein, in whole or in part due to budget constraints.

THE COUNTY OF SOLANO FURTHER RESERVES THE RIGHTS TO REJECT ANY AND ALL PROPOSALS/BIDS:

Considered not to be in the best interest of the County.

Considered to be non-responsive, non-responsible, not in compliance with, or do not meet all terms, provisions, specifications, or performance requirements of this RFP.

Of any Proposer/Bidder who is in default on the payments of taxes, licenses, or any other monies due to Solano County or any other government agency.

Of any Proposer who previously failed to adequately provide services, supplies, merchandise, and/or equipment to Solano County or any other government agency.

Proposer's Signature: _____ Date: _____

Print Name: _____Organization _____

THIS FORM MUST BE RETURNED WITH PROPOSAL RESPONSE

MASTER Q & A FORM

Conducting A Fit/Gap Analysis and Providing Consulting Staff for Upgrading Oracle/PeopleSoft Payroll and Human Resource Management System to Version 9.1

RFP D70-125-12

Master Q&A: Any questions regarding this Request for Proposals shall be submitted according to the process outlined below. The County's response to questions will be in accordance with Section 2, Schedule of Events.

Q&A Process:
1. Prepare questions or concerns on the template provided.
2. Complete the table in full, providing a date for each question and a section of the IFB to reference (if applicable).
3. Submit the completed form via email to kdpoole@solanocounty.com or fax 707 422-9770. Attach associated documents as necessary. Please contact Karen Poole (RFP coordinator) with any questions regarding this process.

Questions from: _____ Company: _____

Email Address: _____

ITEM	DATE	REFERENCE SECTION	QUESTION OR COMMENT	COUNTY RESPONSE
1.				
2.				
3.				
4.				

INSERT ADDITIONAL ROWS AS NEEDED

Email this form to the RFP Coordinator (kdpoole@solanocounty.com) on or before December 23, 2011

ATTACHMENT 9.7

INTENT TO PROPOSE FORM

RFP: _____, Conducting a Fit/Gap Analysis and Providing Consulting Staff for Upgrading Oracle/PeopleSoft Payroll and Human Resource Management System to Version 9.1

Dated_____

Fax the following Intent to Propose form to Karen Poole (RFP coordinator) at (707) 422-9770 in accordance Section 2 and Section 3 of RFP.

To:	County of Solano Purchasing Services
Attn:	Karen Poole
Fax:	(707) 422-9770

From:_____

Contact Name_____

Company Name _____

Company Address _____

Phone Number _____

Fax Number_____

Contact email_____

We intend to respond to this RFP by the specified due date: Yes _____ No _____

Company Name_____Date_____

Contact Name _____Title_____
(please print)

Signature of Contact Person_____

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

ATTACHMENT 9.8

TECHNICAL PROPOSAL EVALUATION FORMAT

SAMPLE

RFP # D70-125-12

Proposer's Name

Evaluator Date

PROPOSAL EVALUATIONS CATEGORY (AND RELATED CRITERIA)	SCORE
General Proposer Qualifications and Experience (Maximum Points: 35) - vendor credentials - Proposer's background including an organizational history - whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony - pending litigation against the Proposer - bankruptcy or insolvency proceedings - organizational chart highlighting key personnel assigned to accomplish the work called for in this RFP - proposed project team, members, and organizational structure - personnel roster and resumes of key people assigned to the proposed project - customer references for similar projects representing three accounts of similar size and scope currently serviced by the vendor and three completed assignments	
Technical Approach (Maximum Points: 50) - vendor's understanding of the requirements of the project - how the Proposer will complete the scope of services as required - how the Proposer will manage the project and ensure completion of the scope of services as required - Methodology - Business Operations/Personnel Ratios	
TOTAL TECHNICAL PROPOSAL SCORE:	

IMPORTANT NOTICE TO VENDORS

DOCUMENTS TO BE RETURNED

The following documents must be completed and submitted on or before the Final Submission Date with your response.

ATTACHMENTS

9.1 – Certification of Compliance
9.2 – Cost Proposal Format
9.3 – Non-Collusion Affidavit
9.4 – Customer Reference Form
9.5 – Reservations
9.6 – Master Question and Answer Form
9.7 – Intent to Propose Form

Vendor Application (If not already submitted to Purchasing Services, may be downloaded at www.solanocounty.com – under "Vendor Information")

Failure to complete, sign (where required), and return the above documents with your response may render it non-responsive.