

## **REQUEST FOR PROPOSAL # DPARC-222 Independent Verification and Validation Services**



By:  
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NIGP Code(s): 91829 and 91828

**NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS  
STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS  
REQUIRED**

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**INSTRUCTIONS TO BIDDERS**

Buyer: Mark Whitesell Email: mawhites@riversidedpss.org

Visit our Website: [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us)

Telephone: (951) 955-4937

- I. Vendor Registration – Unless stated elsewhere in this document, vendor must register online at [www.Purchasing.co.riverside.ca.us](http://www.Purchasing.co.riverside.ca.us) with all current Vendor information, to be registered on the County's database.
- II. Prices/Notations All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- III. Pricing/Terms/Tax - All pricing shall be quoted both F.O.B. shipping destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- IV. Period of Firm Pricing - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the RFP closing date. If the County elects to do negotiations that require additional time, the County may request bidder's prices be firm for an additional period of time to complete negotiations and award the contract.
- V. Recycled Material - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as non-responsive.
- VI. Method of Award - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- VII. Other Terms and Conditions – The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County's website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
- VIII. Return of Bid/Closing Date/Return to - The bid response shall be delivered to **Purchasing and Fleet Services, 2980 Washington Street, Riverside, CA 92504 by 1:30 p.m.** on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q./R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The County will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
- IX. Auditing – The Contractor agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
- X. Disabled Veteran Business Enterprise Preference - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all Proposals/bids/proposals received by the County from certified disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

**IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P****Please go to [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) to access these terms and conditions**

|  |   |   |                                  |
|--|---|---|----------------------------------|
| <input checked="" type="checkbox"/> APPENDIX "A" | <input checked="" type="checkbox"/> EXHIBIT (A-F)     | <input type="checkbox"/> PLANS/DRAWINGS | <input type="checkbox"/> SAMPLES |
| <input type="checkbox"/> #116-110                | Special Conditions/Response                           | <input type="checkbox"/> 116-150        | Special Conditions RFP           |
| <input type="checkbox"/> #116-140                | Special Conditions Personal/Professional Services RFP | <input type="checkbox"/> 116-130        | Equipment Information Sheet      |

**IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN**

|  |  |                                   |  |
|--|--|-----------------------------------|--|
| <input checked="" type="checkbox"/> #116-200 | General Conditions                                 | <input type="checkbox"/> #116-210 | General Conditions Materials and/or Services |
| <input type="checkbox"/> #116-230            | General Conditions - Equipment                     | <input type="checkbox"/> #116-220 | General Conditions - Public Works            |
| <input checked="" type="checkbox"/> #116-240 | General Conditions - Personal/Professional Service |                                   |  |

**Proposal Cover Page****BIDDER TO COMPLETE ALL APPLICABLE AREAS**

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website:

WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside Purchasing Department on behalf of the Department of Public Social Services is soliciting Proposals from qualified firms to provide Independent Verification and Validation Services as detailed in Appendix A.

BID CLOSING DATE: June 27, 2011 no later than 1:30 pm.

NO FAXED PROPOSALS WILL BE ACCEPTED

**After close of this RFP, the award may be announced within 30- 120 days.**

**If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.**

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company  
Name:

Street Address:

Mailing Address:

City: State: Zip:

Remit to Address:

City: State: Zip:

Phone # ( ) FAX # ( )

Vendor Website:

Name: Title:

Signature: Date:

Email:

Please Check ☐ Disabled Veteran

Form #116-100 RFQ Form Word

**APPENDIX A****1.0 DEFINITIONS**

**Wherever these words occur in this RFP, they shall have the following meaning:**

- 1.1** "Addendum" shall mean an amendment or modification to the RFP (Request for Proposals).
- 1.2** "Bid" shall mean the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- 1.3** "Bidder" shall mean an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- 1.4** "Contractor" shall mean any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor and Bidder are used interchangeably.
- 1.5** "CORNET" shall mean the County of Riverside Network.
- 1.6** "COUNTY" shall mean the County of Riverside and its Department of Public Social Services. For purposes of this RFP, DPSS and County are used interchangeably.
- 1.7** "DPSS" shall mean the Department of Public Social Services. For purposes of this RFP, DPSS and County are used interchangeably.
- 1.8** "MQs" shall mean minimum qualifications.
- 1.9** "RFP" shall mean Request for Proposal.
- 1.10** "IV & V" (Independent Verification and Validation) shall mean a rigorous independent process that evaluates the correctness and quality of the project's business product to ensure that it is being developed in accordance with customer requirements and is well-engineered.
- 1.11** "ITIL/MOF" shall mean Information Technology Infrastructure Library (ITIL), which is a collection of best practices that deliver a customer focus to managing the information technology infrastructure, and Microsoft Operations Framework, which is a series of guides aimed at helping information technology (IT) professionals establish and implement reliable, cost-effective services.
- 1.12** "CWS/CMS" shall mean Child Welfare Services Case Management System.
- 1.13** "Managed, non-managed, CWS" shall mean the three (3) separate networks used by DPSS. "CWS/CMS" refers to the dedicated county network; "managed" refers to the state run C-IV network; "non-managed" refers to the County web-based network.

**2.0 PURPOSE/BACKGROUND**

**2.1 Purpose:** The County of Riverside Purchasing Department on behalf of Department of Public Social Services (DPSS) is soliciting proposals for an independent contractor to perform Independent Verification and Validation (IV & V) Services for the Information Technology Department Integration and Conversion Project from Novell to Microsoft (MS). The objective of this request is to:

**2.1.1 Facilitate early detection and correction of process, cost and schedule variances**

**2.1.2 Provide management with insight into process and product risk**

**2.1.3 Support project life cycle processes to ensure compliance with regulatory, performance, schedule, and budget requirements**

**2.1.4 Validate the project's product and processes to ensure compliance with defined requirements**

**2.2 Project Background:**

DPSS IT is embarking on an ambitious effort to make major technology purchases and upgrades to increase integration and stability by migrating to more current, stable platforms. The goal of this plan (Strategic Migration Plan) is to bring DPSS IT up to date with a unified, standard operating environment. The primary technology is built on Microsoft – network operating system (NOS), security, desktop OS, CRM/XRM and office products. The infrastructure is CISCO and most hardware is HP for servers and Dell for desktops. The plan was developed with the assistance of Microsoft Consulting as part of the Enterprise and Premier Agreement with Riverside County IT (RCIT). It provides the procedural and technical requirements for migration and a roadmap for the use of products for which DPSS currently owns licenses. Recommendations for other Microsoft-based solutions to fulfill business needs and service requirements were included to provide additional cost savings to the department. The current stage of the plan began in April 2010 and will continue through mid 2012.

**2.3 The GOAL of the 2011-2014 Strategic Plan for Riverside County DPSS IT is to have the following capabilities:**

**2.3.1 Full collaboration and integration capability for all users across all applications**

**2.3.2 Systems that compile, process, and distribute information in an automated and organized fashion for DPSS clients and IT customers**

**2.3.2.1 Solution development and deployment process, capability, and agility to meet shifting demands**

**2.3.2.2 Systems that meet this need in a product agnostic fashion**

**2.3.3 Systems that are fully utilized, but reduced in number**

**2.3.4 Systems that do not require “tweaking” to make applications and servers integrate and function cohesively**

**2.3.5 A functioning Network Operations Center with proactive system and service management capability**

**2.3.6 Management processes that follow IT standards (ITIL/MOF) and allow for proactive problem prevention and repeatable resolution processes**

2.3.7 Implementing improved systems and processes will make the users successful by improving their efficiency by reducing process and resource location-related downtime

**2.4 The following areas have been identified as priorities to the success of the DPSS-IT Strategic Plan:**

- 2.4.1 Admin Campus Data Center Redesign
- 2.4.2 Infrastructure
  - 2.4.2.1 Border Manager Replacement
- 2.4.3 Upgrade Directory Services
  - 2.4.3.1 Windows Server 2008 R2 Active Directory Design
  - 2.4.3.2 Configure Active Directory for DPSS environment including RCIT and C-IV connections
  - 2.4.3.3 Configure VMware for the servers
  - 2.4.3.4 Setup and configure Systems Center Virtual Machine Manager (SCVMM)
  - 2.4.3.5 Setup and configure Systems Center Configuration Manager (SCCM) and Systems Center Operations Manager (SCOM)
  - 2.4.3.6 Certificate Services
  - 2.4.3.7 Rights Management
  - 2.4.3.8 Branch Cache
  - 2.4.3.9 File and Print services
  - 2.4.3.10 Deploy Domain Controllers to remote sites
  - 2.4.3.11 Implement Microsoft server and service monitoring using SCOM
- 2.4.4 Desktop refresh with Windows 7, Office 2010, Outlook and Exchange support
  - 2.4.4.1 To include managed and non-managed machines and where appropriate CWS machines
  - 2.4.4.2 Technical design
  - 2.4.4.3 Build image according to network (managed, non-managed, CWS)
  - 2.4.4.4 Testing according to network (managed, non-managed, CWS)
    - a. Hardware
    - b. Software
    - c. Network
    - d. File transfer and image of user workstation
    - e. Mitigation of test failures
  - 2.4.4.5 Pilot according to network (managed, CWS)
  - 2.4.4.6 Roll out new Windows 7 machines
- 2.4.5 Development of Microsoft SharePoint and Microsoft Dynamic CRM/XRM
  - 2.4.5.1 Create environment for the development, test and production processes
  - 2.4.5.2 Start development, integration and consolidation of existing tools and applications
  - 2.4.5.3 Implement collaborative workspaces using SharePoint Server 2010
  - 2.4.5.4 Convert internal legacy applications to web-based applications in SharePoint
- 2.4.6 Migrate users and mail content from GroupWise to Exchange
- 2.4.7 Setup and configure the Systems Center Service Manager (SCSM) Helpdesk
- 2.4.8 Setup and configure Project and Portfolio Management Server
- 2.4.9 Research and pilot a migration of VMware to HyperV

2.4.10 Establish governance through ITIL/MOF with strong change control and auditing

2.4.11 Strengthen PRAXIS process improvement model

**2.5 DPSS' current enterprise environment and initiatives consist of the following:**

2.5.1 The enterprise covers the majority of Riverside County, servicing approximately 3,300 DPSS end-users located at 40 sites. It is multi-platform using the following network operating systems: Novell NetWare 6.5, Novell Open Enterprise Server 2 for Linux, SUSE Linux Enterprise Server 10, and Microsoft Windows Data Center and Enterprise 2003/2008 R2; with the Novell products serving as the backbone and Microsoft servers providing applications. Currently, two directory services systems are in operation: Netware eDirectories 8.8 4/5 and a centralized Microsoft Active Directory Domain Services (AD DS) for Windows 2008 R2. A C-IV State network co-exists and interfaces with the DPSS network.

2.5.2 File servers use NetWare 6.5. Novell ZENworks v7.01 is used to deploy and track applications. BMC Remedy 7 is used to maintain the IT Service Center and Asset Inventory tracking.

2.5.2.1 Current Project: Consolidate and reduce our 200+ servers through virtualization to an HP blade system server product, using VMware virtualization technology, and require all domain and file print servers to have Windows 2008 R2 by 2011 year end – in progress. Status: 15% complete

2.5.2.2 Current Project: Expand and implement AD DS infrastructure at all 35 sites by December 30th, 2011 – in progress. Status: 10% complete

2.5.3 Communication protocol: TCP/IP is the established communication protocol which is compatible with Virtual Private Networking technology using IPsec [IKE (Internet Key Exchange)] or SKIP protocols along with Network Address Translation firewall technologies.

2.5.3.1 Current Project: Migrate Novell BorderManager VPN to Cisco Group Encrypted Transport (GET) VPN by 6/30/2011. Status: 5% complete

2.5.4 Application security: All application security is based on Lightweight Directory Access Protocol (LDAP) V3 authentication. Any program being considered must be LDAP or Microsoft Active Directory Domain System Lightweight Directory Service (LDS) compliant.

2.5.5 Presentation layer: Client/Server technology is used based on supporting the Windows XP SP 3 workstation operating system and Microsoft Windows server 2003/2008 R2 environment.

2.5.6 Database technology: SQL industry standards are used, such as Microsoft SQL Server 2005/2008 and Oracle 10g.

2.5.7 Web-based applications: Microsoft Internet Explorer 8.0 is the deployed standard for all workstations. NOTE: The majority of DPSS employees are restricted from Internet access; however, DPSS does maintain its own departmental intranet for employees.

2.5.8 Non web-based client software: An automated installer such as ZENworks Network Application Launcher packaging is used for client distribution.

2.5.9 Client-based application: Client-based applications operate in a secure workstation environment and must run at "user" level authority.

2.5.10 Departmental on-site servers: Application programs, due to security reasons, are hosted by a departmental on-site server which meets the department's hardware, software and security criteria.



2.5.11 Departmental workstation software: The following are the basic software programs installed on all workstations: Microsoft Windows XP SP3, Microsoft Office XP Pro, Novell GroupWise v8, Novell iPrint Services, Novell Client 32 v4.9 SP4/5, Adobe Reader v9.1.2, McAfee Active Virus Defense Suite v8.7, and Stretch Break v6.2.1. Other software products are deployed to the DPSS workstations as needs require.

2.5.11.1 Current Project: Migrate to new desktop standard that includes Microsoft Windows 7 Enterprise, Microsoft Office 10 Pro Plus, ForeFront Endpoint Protection (FEP) by December 30, 2011. Status: 5% complete

2.5.12 Programming software: The majority of the programming performed in the past used Visual Basic 6.0 and classic ASP. The standard is currently Microsoft.NET framework.

### 3.0 SCOPE OF SERVICE

#### **Bidders shall use and answer Exhibit "D" for their proposal response for the Scope of Service.**

3.1 The awarded Contractor will provide Independent Verification & Validation (IV & V) Services for DPSS Management.

3.2 Contractor Responsibilities/Objectives

The Contractor shall ensure the following requirements are met by the IV & V project:

3.2.1 **Milestone #1/ Deliverable:** Project Assessment and Finalized IV & V Management Plan

A. Conduct a preliminary assessment of the Department's Integration and Conversion Project currently underway. The assessment and Finalized IV & V Management Plan is the most important part of this consulting project. The initial assessment is time-sensitive as the project has already been implemented. DPSS' Executive Management desires to know within 20 to 30 calendar days of the award of this contract whether the Project as part of the Strategic Plan and its current course of action are viable for DPSS. Upon award of this contract the awarded vendor will be given access to all Strategic Plan documentation.

B. Produce and provide the Finalized IV & V Management Plan. Coordinate a meeting with DPSS' Executive Management and any other stakeholders (as defined by DPSS) to review the plan. Obtain acceptance from DPSS management and other appropriate stakeholders. The Finalized IV & V Management Plan shall include, but is not limited to the following components and activities:

1. Review and make recommendations related to policy and processes in the following areas:
  - a. Project management
  - b. Product development
  - c. Project and product policies and standards
  - d. Project and product quality assurance
  - e. Project and product risk management
  - f. Project and product configuration management
  - g. Project and product requirements
  - h. Project and product security and capacity

2. Review and make recommendations related to producing deliverables in the following areas:
  - a. System engineering assessment of requirements analysis, specification and interface control
  - b. Operating environment assessment of system hardware and software
  - c. Data management assessment of data conversion, software and database design
  - d. Development environment assessment of hardware and software used for development
  - e. Software architecture assessment of design specifications
  - f. Code and testing assessment of product code, unit test, integration test, system test, acceptance test, pilot test
3. Analyze past project performance as an input into identifying and making recommendations as well as providing input into lessons learned from the project.
4. Provide assessment reports related to both the management and technical aspects of the project as they relate to the above bulleted items.
5. Evaluate operations and maintenance procedures and any ongoing changes.

3.2.2 **Milestone #2/ Deliverable:** Monthly Progress Monitoring

- a. Assess the progress of the Department's Integration and Conversion Project based on the objectives defined in the Finalized IV & V Management Plan.
- b. Provide a written summary of monthly assessments and recommendations
- c. Meet with DPSS Management once per month to review the written summary and discuss recommendations
- d. As requested, provide support for both Executive Management and Technical Management and staff as needed

3.2.3 **Milestone #3/ Deliverable:** Independent Verification & Validation Project Summary Report  
Provide a Project Summary Report which summarizes all assessment reports and recommendations prior to concluding IV & V activities to include:

- a. Documentation of completion of objectives
- b. Documentation of issues encountered, including:
  1. Resolutions, and/or;
  2. Recommendations of alternative procedures or business practices to address said issues
- c. Documentation of recommendations for on-going quality assurance
- d. Meet with DPSS Management once to review the Project Summary Report and discuss recommendations.

**3.3 Conflict of Interest Exclusion**

Any Contractor (and its subcontractors) serving in the role of IV & V service Contractor to the County IV & V services project is prohibited from soliciting, proposing, or being awarded and project management, quality assurance, software design, development or other manner of planning, design, development or implementation phase activity on the IV & V Services project for which these IV & V services are being procured. This exclusion likewise extends to any project within DPSS that may interact with or otherwise provide services to the IV & V Services project or to DPSS during the full term of this of any resulting contract.

**4.0 WORK PRODUCT**

- 4.1** All work papers prepared in connection with the contractual services will remain the property of the successful bidder, however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

**5.0 TIMELINE**

| <b>TIMELINE</b>   | <b>DUE DATE</b>   |
|---|---|
| 1. RELEASE OF REQUEST FOR PROPOSAL  | <b>May 24, 2011</b>   |
| 2. DEADLINE FOR SUBMISSION OF QUESTIONS<br>E-mail: mawhites@riversidedpss.org<br><br>Mail: County of Riverside Department of Public Social Services<br>Contracts Administration Unit<br>Attn: DPARC-222<br>10281 Kidd Street<br>Riverside, CA 92503 | <b>Must be in writing by the close of business 5:00 PM on:<br/>June 6, 2011</b>   |
| 4. DEADLINE FOR PROPOSALS   | <b>June 27, 2011</b>  |
| 5. TENTATIVE DATE FOR AWARDED RFP<br>Approximately 30 to 120 days after the RFP closes.   | The Bidders are responsible for checking the Purchasing website for notice of intent to award at:<br><a href="http://www.Purchasing.ca.riverside.ca.us">www.Purchasing.ca.riverside.ca.us</a> |

- 5.1** Inquiries: All inquiries must be submitted on or before the last day for questions. Please refer to 5.0 Timeline for the particular date. Inquiries must reference the section number and title from the RFP. Inquiries must be in written format and emailed with the RFP bid number, to the attention of the Procurement Contract Specialist.

**6.0 PERIOD OF PERFORMANCE**

The period of performance shall be for one year(s), annually renewable in one-year increments, with the completion date of June 30, 2012, with no obligation by the County of Riverside to purchase any specified amount of services.

**7.0 PROPOSAL SUBMITTAL**

All Proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal." The submitted Proposal shall be prepared in a bound notebook(s).

Minimum Notebook requirement:

- 7.1** One (1) original and three (3) additional copies, each in a 3 ring binder for ease of opening by evaluators.
- 7.2** Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections (Small binders that are over stuffed or difficult to open may count against the bidder).
- 7.3** Include one (1) Microsoft Word or PDF document formatted on a virus free CD within the original binder.
- 7.4** Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted to the Accounting Office for review, then placed in a sealed enveloped and marked "Confidential").
- 7.5** Faxed or emailed Proposals will not be accepted.

**ALL BIDS MUST BE SENT TO:**

County of Riverside  
Purchasing and Fleet Services  
2980 Washington Street  
Riverside, CA 92504-4647  
Attention: Mark Whitesell  
**DPARC-222**

**8.0 GENERAL REQUIREMENTS****Procedures for Submitting Proposals**

- 8.1** All Proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain a cover page with a certification of intent to meet the requirements specified.
- 8.2** The cover page of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.
- 8.3** The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the Proposal.
- 8.4** The County shall not pay any costs incurred or associated in the preparation of this or any Proposal or for participation in the procurement process.
- 8.5** Modification of Proposals: any bidder who wishes to make modifications to a Proposal already received by the County must withdraw his/her Proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified Proposals are resubmitted before the RFP submittal deadline of June 27, 2011.
- 8.6** Bidders may withdraw their Proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 8.7** Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided or double sided, each section clearly titled, with tabs A-F, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto

themselves. For example, "See *Enclosed Manual*" will not be considered an acceptable Proposal. Receipt of all addenda, if any, must be acknowledged in the Proposal.

**8.8 Late Proposals will not be accepted.** Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.

**8.9** The Proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.

## **9.0 REQUIRED FORMAT OF PROPOSALS**

Proposals must contain the following sections:

- A. Proposal Cover Page (Page 4 of this RFP)
- B. Table of Contents
- C. Corporate/Company/Agency Profile
- D. Credentials/Resumes/Certifications/Licenses
- E. References
- F. Evidence of Insurability/ Business Licenses
- G. Clarification, Exceptions or Deviations
- H. Financial Information
- I. Description of Services (Exhibit D)
- J. Cost Proposal
- K. Attachments

### **A. Proposal Cover Page**

The Proposal Cover Page (page 4 of this RFP) must be signed by an authorized representative. Signature by an authorized representative of the organization on the Proposal cover page shall constitute a warranty, the falsity of which shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

### **B. Table of Contents**

This section shall include a comprehensive table of contents that identifies material by sections A –J (in the order listed above) and by sequential page numbers.

### **C. Corporate Profile**

This section of the Proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.):
2. Proof of non-profit status, if applicable;
3. Company overview of services or activities performed, including:
  - a. The history of the bidder's firm.
  - b. The number of years in business under the present business name, as well as prior business names.
  - c. Number of years experience providing the proposed, equivalent or related services.

- d. Company hierarchy (President, Vice President, Company Officers, etc.) and organizational chart. Organizational chart shall clearly identify all positions that are being proposed to be funded under the project.
  - e. Company size - number of staff, proposed number of staff to provide services, and participant base.
  - f. Location of the office from which the work under this contract will be provided and the staff allocation at that office.
4. Whether the bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.
  5. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement
  6. Names of persons with whom the prospective contractor has been associated in business as partners or business associates in the last five years. Governmental agencies are exempt from this requirement.
  7. An explanation of any litigation involving the prospective contractor or any principal officers thereof in connection with any contract.

**D. Credentials/Resumes/Certifications/Licenses**

In this section, provide resumes and credentials of staff providing the service. Credentials will be provided for all staff listed in the organizational chart for each proposed program.

Bidder shall specifically provide the following information on all employees to be providing service:

1. Description of education
2. General experience
3. Experience or education related to the RFP project
4. Letters of reference, if available
5. Copies of applicable current professional licenses, permits, and certificates
6. Any other information, which will assist in evaluating qualifications.

**E. References**

1. All bidder(s) must include present and past performance information in the form of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or the requesting agency as a reference. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include dates of work performed, current contact person, company, address, email and telephone number for each reference identified. Please verify that all reference information is correct.
2. Describe a minimum of three (3) recent similar projects. These projects must show the qualifications of the bidder's team capabilities to complete the County's project. Provide a summary of the scope of services, included project cost, performed for these other projects.
3. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
4. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

**F. Evidence of Insurability/Business Licenses**

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional

insurance until this bid has been awarded. Provide a copy of **current** business license or other applicable licenses.

**G. Clarification, Exceptions or Deviations**

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The following contractual terms are non-negotiable:

1. Indemnification
2. All insurance terms
3. Termination
4. Ownership/Use of Contract Materials and Products(If applicable)
5. Disputes
6. Governing Law
7. Venue

**H. Financial Statement**

The bidder must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the Proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity. Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. The County does not guarantee that the financials submitted will be kept confidential.

**I. Description of Services**

**Bidders shall use and answer Exhibit "D" for their proposal response for the Scope of Service. All Proposals must include a detailed description of each proposed service to be provided.**

**J. Cost Proposal**

In this section, please complete and include the Cost Proposal Sheet attached as Exhibit A. Proposals must fully describe all costs and charges to County as part of this project. As stated in the Cost Proposal Sheet, bidders must provide fully inclusive blended rates, which are inclusive of all of the bidder's project-related or supported expenses, including travel expenses.

The cost proposal(s) is to be placed in a sealed envelope and inserted at the end of the proposal document. Bidders may also include any other documents as information to further explain the proposed costs.

**K. Attachments**

Use Exhibit "E" Checklist to ensure that all attachments are included.

## **10.0 EVALUATION CRITERIA**

Proposals may be evaluated based on the criteria listed below, to include but not limited to:

1. RFP response form (Exhibit D).
2. Bidder's experience and ability.
3. Overall cost to the County.

4. References with demonstrated success with similar work to the Scope of Service.
5. Technical capability and project methodology.
6. Financial status.
7. Clarification, Exceptions or Deviations.
8. Credential/Resumes/Licenses/Certifications.

## **11.0 EVALUATION PROCESS**

All Proposals will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Contractor to contact any other County representative may result in disqualification of the Contractor. All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

## **12.0 INTERPRETATION OF RFP**

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a Proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted on the Purchasing website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us). The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us).

## **13.0 CONTRACTUAL DEVELOPMENT**

If a Proposal is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard County contract to be used for this project is attached as Exhibit B. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

## **14.0 CANCELLATION OF PROCUREMENT PROCESS**

County may cancel the procurement process at any time. All Proposals become the property of the County. All information submitted in the Proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the Proposal, it must be clearly identified by the Contractor; otherwise the Contractor agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
- The services are no longer required.
- Proposals received are at an unreasonable cost.
- Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The County determines, after analysis of the Proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all Proposals hereunder. This Request for Proposal does not



commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

### 15.0 CONFIDENTIALITY AND PROPRIETARY DATA

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Proposal Submitters should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

### 16.0 COUNTY OBSERVED HOLIDAYS

| HOLIDAY                          | DAY OBSERVED                                     |
|----------------------------------|--|
| * New Year's Day                 | January 1  |
| Martin Luther King Jr's Birthday | Third Monday in January                          |
| Lincoln's Birthday               | February 12                                      |
| Washington's Birthday            | Third Monday in February                         |
| Memorial Day                     | Last Monday in May                               |
| Independence Day                 | July 4   |
| Labor Day                        | First Monday in September                        |
| Columbus Day                     | Second Monday in October                         |
| Veterans' Day                    | November 11                                      |
| *Thanksgiving Day                | Fourth Thursday in November                      |
| * Following Thanksgiving         | Friday following the fourth Thursday in November |
| *Christmas Day                   | December 25                                      |

**\* Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

### EXHIBIT A COST PROPOSAL SHEET

The budget prices are all inclusive, including all expenses and other costs necessary to complete the work specified. The Cost Proposal shall follow deliverables and milestones as required in Section 9.0, I.

**Please note: This is a Firm Fixed Price Contract.**

|    | DESCRIPTION<br>MILESTONES/DELIVERABLES  | ESTIMATED #<br>OF HOURS<br>(FOR EVALUATION<br>PURPOSES ONLY) | COST     |
|----|---|--|----------|
| #1 | <b>Assessment and Finalized IV&amp;V Management Plan</b> <ol style="list-style-type: none"> <li>1. Conduct preliminary assessment of project efforts</li> <li>2. Develop Finalized IV&amp;V Management Plan for DPSS Management review</li> <li>3. Conduct Meeting to review and approve</li> </ol> <p><b>Start date: July 2011</b></p>   |  | \$ _____ |
| #2 | <b>Monthly Progress Monitoring</b> <ol style="list-style-type: none"> <li>1. Assess Progress</li> <li>2. Written Summary</li> <li>3. Meeting with DPSS Management</li> </ol> <p><b>Formula:</b><br/>           Cost per month = _____<br/>                                             x 9 months<br/>           Total = _____ (insert total in "Cost" column)</p> <p><b>Projected dates: August 2011 – May 2012</b></p>                      |  | \$ _____ |
| #3 | <b>Independent Verification &amp; Validation Project Summary Report</b> <ol style="list-style-type: none"> <li>1. Summarize all assessment reports and recommendations</li> <li>2. Documentation of completion of objectives</li> <li>3. Documentation of issues encountered, including resolutions or recommendations to address said issues</li> <li>4. Final meeting with DPSS Management</li> </ol> <p><b>Due date: June 30, 2012</b></p> |  | \$ _____ |

Vendor's Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title of Agent/Officer \_\_\_\_\_

**EXHIBIT B****SAMPLE AGREEMENT**

Riverside County Department of Public Social Services

Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503

PROFESSIONAL SERVICES AGREEMENT: (INSERT CONTRACT NUMBER)

CONTRACTOR: (INSERT CONTRACTOR NAME)

AGREEMENT TERM: (INSERT CONTRACT TERM)

MAXIMUM REIMBURSABLE AMOUNT: (INSERT AMOUNT OF CONTRACT)

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide services.

WHEREAS, Unassigned is qualified to provide services:

WHEREAS, DPSS desires Unassigned, hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

|   |                                 |
|---|---------------------------------|
| Authorized Signature for County:                  | Authorized Signature for        |
| Printed Name of Person Signing:                   | Printed Name of Person Signing: |
| Title:  | Title:                          |
| Address:<br>10281 Kidd St.<br>Riverside, CA 92503 | Address:                        |
| Date Signed:                                      | Date Signed:                    |

---

CONTRACT TERMS AND CONDITIONS

## I. DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- B. Insert additional definitions if applicable.

## II. OBJECTIVES

Ensure that services provided result in positive outcomes for at least one of the following program objectives:

- 1. Insert specific instructions here.

## III. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Insert additional responsibilities if applicable.

## IV. CONTRACTOR RESPONSIBILITIES

## A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between the Contractor and DPSS.
- 2. Insert additional responsibilities if applicable.

## B. REPORTING

The Contractor shall:

- 1. Insert reporting instructions here.

## C. FISCAL

## 1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$0.00.

## 2. UNIT OF SERVICE COST RATE

## 3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.

- c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- d. The Contractor shall submit DPSS Forms 2076A (Exhibit A) and 2076B (Exhibit B) if applicable following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." Exhibits A and B are attached hereto and incorporated herein by this reference for request of all payments.
- e. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June 2010 are due no later than June 7, 2010. Actual Contractor invoices for May and June 2010 are due no later than July 30, 2010.

#### 4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

#### 5. CERTIFICATION OF FINANCIAL SUPPORT

Before commencement of the work under this Agreement, the Contractor shall provide sufficient evidence of financial support to meet its obligations under this Agreement. The ability to provide financial support shall be based on any of the following:

- a. Audited financial statements that document, to the satisfaction of the County, sufficient financial resources to support the Contractor's obligations under this Agreement; or,
- b. Binding certification from any other affiliated corporation or organization providing financial support in any way that confirms the amount of support provided to the Contractor; or,
- c. In the event that the Contractor provides working capital through loans from financial or other institutions, documentation from the institution that specifies the maximum line of credit available to the Contractor.

#### 6. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.

- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

#### 7. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

#### 8. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

### D. ADMINISTRATIVE

#### 1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

#### 2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who

may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

### 3. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

### 4. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

### 5. CLIENT CIVIL RIGHTS COMPLIANCE

#### a. Assurance of Compliance

The Contractor assures it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory,

to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance the contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator  
Riverside County Department of Public Social Services  
10281 Kidd Street  
Riverside, CA 92503  
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.



For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

6. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing

7. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## 8. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

(4) Professional Liability

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made

insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any

extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

#### 9. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

#### 10. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

#### 11. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

#### 12. PERSONNEL

- a. Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
  - (1) All staff who work full or part-time positions by title, including volunteer positions; and

- (2) A brief description of the functions of each position and hours each position worked; and
- (3) The professional degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

b. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1). Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2). Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3). Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
- (4). DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

13. SUBCONTRACT FOR SERVICES

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder

14. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to DPSS and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Contract report child abuse on neglect to a child protective agency as defined in the Penal Code

15. ADULT AND ELDER ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

16. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

#### 17. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

#### 18. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services  
HR/Administrative Compliance Services Unit  
10281 Kidd Street  
Riverside, CA 92503  
(951) 358-3030

#### 19. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,

the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

## 20. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

## 21. ENVIRONMENTAL STANDARDS

By signing this agreement or accepting funds under this agreement, the contractor assures that he/she will:

- a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7414) and Clean Water Act (33 U.S.C. 251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp. P. 799) and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. These requirements relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder. In accordance with the EPA rules, the contractor further agrees that it will:

- (1) Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.

- (2) The above paragraph of this section shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this agreement, that is currently listed as a violating facility, on the effective date of the agreement, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for state's termination for cause of this agreement or for State's disallowance of any cost otherwise allowable under this agreement. The contractor agrees to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

## 22. STATE ENERGY CONSERVATION PLAN

The Contractor agrees to recognize the mandatory standards and policies relating to regulations, as required by the US Energy Policy and Conservation Act. (P.L. 94-165).

## 23. CONTRACT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;
- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service to the homeless; and
- c. To make available to DPSS in a timely manner all file information regarding the homeless persons served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service to the homeless.

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**V. GENERAL****A. EFFECTIVE PERIOD**

This Contract is effective July 1, 2009 to June 30, 2010, with one-year renewal options.

**B. NOTICES**

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

Department of Public Social Services  
Contracts Administration Unit  
P.O. Box 7789  
Riverside, CA 92513

**VENDOR:**

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services  
Fiscal/Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

**C. AVAILABILITY OF FUNDING**

DPSS' obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

**D. DISPUTES**

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Contract pending DPSS' decision.

**E. ADVERSE GOVERNMENT ACTION**

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

**F. SANCTIONS**

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:



1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

G. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than May 1, 2010.

I. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

J. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.

**Exhibit C**  
**HIPAA Business Associate Addendum to the Agreement**  
**Between the County of Riverside**  
**and**  
**(CONTRACTOR).**

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the Agreement for Services (the "Underlying Agreement") between the COUNTY OF RIVERSIDE ("County") and (Insert Contractor Name) ("Contractor") as of the date of approval by both parties (the "Effective Date").

**RECITALS**

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information ("PHI") and/or certain electronic Protected Health Information (ePHI) may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule") and/or Part 162 (the "Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security Rule, or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI
  - A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:
    - (1) On behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
    - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Contractor may:

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- (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
    - (a) The disclosure is required by law; or
    - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
      - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as required by law; and,
      - (ii) The third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
  - (3) Aggregate the PHI and/or ePHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
  - (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.
  - (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives from County, or from another business associate of County, except as permitted or required by this Addendum, or as required by law, or as otherwise permitted by law.
- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.
3. Obligations of County.
- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI and/or ePHI.
- D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.

4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Contractor agrees to:

- A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the County.
- G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.

5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
- B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
- C. To assist the County in meeting its disclosure accounting under HIPAA:

- (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
  - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
  - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.

6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:

- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
- B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.
- C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.

7. Term and Termination.

- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
- B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event

Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.

- C. Effect of Termination – upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.
- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

#### 16.1.1 8. Hold Harmless/Indemnification

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

9. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as set forth below:

CONTRACTOR

COUNTY OF RIVERSIDE

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

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

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

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

## EXHIBIT D

## RFP Response Form

This RFP Response Form establishes the County's Requirements for this RFP. In the column marked "Contractor Qualifications Response", Contractor shall provide detail where further explanation is required. All Contractor Qualifications Responses shall correspond to Reference number column. Contractor shall respond to every question below or Contractor may be deemed non-responsive.

**An electronic copy of this document is available upon request send email to receive a e-mail copy to [rposelsk@riversidedpss.org](mailto:rposelsk@riversidedpss.org)**

**Minimum Qualifications**

Please mark if your company meets the minimum qualifications in column marked "Contractor Qualifications Response." If further explanation is required or desired, please provide a narrative summary in that column. If an attachment is included by Contractor please check the box in each corresponding Reference Number.

| Reference Number | County Minimum Qualifications  | Yes | Contractor Qualifications Response:<br>Provide Further Explanation where Indicated.<br><i>Also, describe any variations or additional qualifications which may be provided</i> |
|------------------|--|-----|--|
| 1                | Two (2) Years Experience performing Independent Verification and Validation Services (IV&V)<br><i>Bidders must describe a minimum of three (3) similar projects completed within the last two (2) years. These projects must show the qualifications of the bidder's team to complete the County's project. Provide a summary of the scope of services, including project cost, performed for referred projects.</i> |     | <input type="checkbox"/> attachment included Reference # 1 on Contractor's attachment  |
| 2                | Three (3) Years Consulting experience, preferably for government agencies or large companies<br><i>Bidders must describe a minimum of three (3) similar projects completed within the last three (3) years. These projects must show the qualifications of the</i>   |     | attachment included Reference # 2 on Contractor's attachment   |



| Reference Number | County Minimum Qualifications   | Yes | Contractor Qualifications Response:<br>Provide Further Explanation where Indicated.<br>Also, describe any variations or additional qualifications which may be provided |
|------------------|---|-----|---|
|                  | <i>bidder's team to complete the County's project.<br/>Provide a summary of the scope of services, including project cost, performed for referred projects.</i>     |     |   |
| 3                | 3 Years Experience IT technical writing<br><br><i>Bidders must submit three (3) samples of technical writing on similar projects completed by the project team.</i> |     | attachment included Reference # 3 on Contractor's attachment  |
| 4                | <u>Microsoft Windows 7 Enterprise</u>   |     | Years of Experience _____<br><br>Contractor's context of knowledge i.e., software code, installation, etc.:   |
| 5                | <u>MS Office 10 Pro Plus</u>  |     | Years of Experience _____<br><br>Contractor's context of knowledge:   |
| 6                | <u>ForeFront Endpoint Protection (FEP)</u>  |     | Years of Experience _____<br><br>Contractor's context of knowledge:   |
| 7                | <u>MS Active Directory</u>  |     | Years of Experience _____<br><br>Contractor's context of knowledge:   |
| 8                | <u>Novell Operating V 6.5 system</u>  |     | Years of Experience _____<br><br>Contractor's context of knowledge:   |

| Reference Number | County Minimum Qualifications                                     | Yes | Contractor Qualifications Response:<br>Provide Further Explanation where Indicated.<br><i>Also, describe any variations or additional qualifications which may be provided</i> |
|------------------|---|-----|--|
|                  |   |     |  |
| 9                | <u>VMware 6.0</u>   |     | Years of Experience _____<br>Contractor's context of knowledge:  |
| 10               | <u>ITIL/MOF</u>   |     | Years of Experience _____<br>Contractor's context of knowledge:  |
| 11               | <u>SharePoint Server 2010</u>                                     |     | Years of Experience _____<br>Contractor's context of knowledge:  |
| 12               | <u>Dynamics CRM/XRM</u>   |     | Years of Experience _____<br>Contractor's context of knowledge:  |
| 13               | Experience in putting technical subjects in laymen's terms        |     | Years of Experience _____<br>Explain:  |
| 14               | Ability to work collaboratively with Technical Management & Staff |     | Years of Experience _____<br>Explain:  |

| Reference Number | County Minimum Qualifications                     | Yes | Contractor Qualifications Response:<br>Provide Further Explanation where Indicated.<br><i>Also, describe any variations or additional qualifications which may be provided</i> |
|------------------|---|-----|--|
| 15               | Ability/experience to assess a project mid-stream |     | Number of projects handled before in mid-stream _____<br><br>Explain:  |

### Scope of Service – Deliverables

Please mark if you/ your company can provide the service requested by marking “Yes” = Can Provide or “No” = Does Not Provide. If the service can be provided through an alternative method or if further explanation is required or desired, please provide a narrative summary in the box provided. If an attachment is requested or needed, please state “See Attachment (Name of Document)”, in each corresponding section.

| Reference              | Service to Provide  | Yes | Provide Further Explanation where indicated.<br><i>Also, describe any variations or additional services which may be provided</i> |
|------------------------|---|-----|---|
| <b>RFP Requirement</b> |   |     |   |
| 16                     | Provide IV&V Management Plan for DPSS’s Integration and Conversion project<br><br>Attach a General IV & V Management Plan. This plan should be tailored to the needs of DPSS as outlined in the Background and Current Environment and Initiatives Sections of this RFP. We understand that additional information or data may be required to develop a comprehensive plan, but ask that you use the data given to prepare a draft plan. Clarifying |     | attachment included Reference # 16 on Contractor’s attachment   |

| Reference           | Service to Provide   | Yes | Provide Further Explanation where indicated.<br><i>Also, describe any variations or additional services which may be provided</i>  |
|---------------------|--|-----|--|
|                     | <p>questions will be accepted until the posted deadline.</p> <p>Reference 3.2.1.a in RFP</p>   |     |  |
| <b>Milestone #1</b> |  |     |  |
| 17                  | <p>Conduct a preliminary assessment of project efforts and produce a Finalized IV&amp;V Management Plan, to include the following components and activities:</p> <ol style="list-style-type: none"> <li>1. Review and make recommendations related to:               <ol style="list-style-type: none"> <li>a. Policy and processes;</li> <li>b. Producing deliverables</li> </ol> </li> <li>2. Analyze past project performance as an input into identifying and making recommendations and lessons learned from the project.</li> <li>3. Provide assessment reports related to both the management and technical aspects of the project as they relate to items 1 and 2, above.</li> <li>4. Evaluate operations and maintenance procedures and any ongoing changes.</li> </ol> <p>Reference 3.2.1.a-b in</p> |     | <p>Describe your methodology to accomplish this milestone. Include a timeline for each phase of work.</p> <p>Are there any special considerations that you will need to take into account?</p> |

| Reference           | Service to Provide  | Yes | Provide Further Explanation where indicated.<br><i>Also, describe any variations or additional services which may be provided</i>  |
|---------------------|---|-----|--|
|                     | RFP   |     |  |
| 18                  | <p>Coordinate a meeting with DPSS' Executive Management and any other stakeholders to review and accept the plan</p> <p>Reference 3.2.1.b in RFP</p>  |     | <p>Describe your methodology to accomplish this milestone. Include a timeline for each phase of work.</p> <p>Are there any special considerations that you will need to take into account?</p> |
| <b>Milestone #2</b> |   |     |  |
| 19                  | <p>Assess the progress of the Integration and Conversion Project based on the objectives in the Finalized IV&amp;V Management Plan and provide a written summary of assessment and recommendations.</p> <p>Reference 3.2.2.a-b in RFP</p> |     | <p>Describe your methodology to accomplish this milestone. Include a timeline for each phase of work.</p> <p>Are there any special considerations that you will need to take into account?</p> |
| 20                  | <p>Coordinate a meeting with DPSS Management once per month to review the written summary and discuss recommendations.</p> <p>Reference 3.2.2.c in RFP</p>  |     | <p>Describe your methodology to accomplish this milestone. Include a timeline for each phase of work.</p> <p>Are there any special considerations that you will need to take into account?</p> |
| 21                  | <p>As requested, provide support for both Executive Management and Technical Management and Staff as needed.</p> <p>reference 3.2.2.d in RFP</p>  |     | <p>Describe your methodology to accomplish this milestone. Include a timeline for each phase of work.</p> <p>Are there any special considerations that you will need to take into account?</p> |

| Reference                                   | Service to Provide   | Yes | Provide Further Explanation where indicated.<br><i>Also, describe any variations or additional services which may be provided</i>   |
|---|--|-----|---|
|   |  |     |   |
| <b>Milestone #3</b>                         |  |     |   |
| 22  | Provide a final IV & V report summarizing all assessment reports and recommendations prior to concluding IV & V activities to include:<br>a. Documentation of completion of objectives<br>b. Documentation of issues encountered, including resolutions or alternate procedures or business practices to address said issues<br>c. Documentation of recommendations for on-going quality assurance<br>Reference 3.2.3 in RFP |     | Describe your methodology to accomplish this objective.<br><br>Are there any special considerations that you will need to take into account?<br><br><b>Provide a sample Final IV&amp;V Summary Report from a recent similar project as an attachment.</b> |
| <b>Additional Administrative Questions:</b> |  |     |   |
| 23  | Will any of the work of the project be subcontracted?  |     | If yes, provide name of subcontractor and portion of the work to be performed:  |

| Reference | Service to Provide  | Yes | Provide Further Explanation where indicated.<br><i>Also, describe any variations or additional services<br/>which may be provided</i> |
|-----------|---|-----|---|
| 24        | Individuals who are to<br>be providing services<br>are to be available for<br>interview by DPSS |     |   |