

# COUNTY OF MONTEREY CONTRACTS/PURCHASING DIVISION 168 W. ALISAL STREET, 3<sup>rd</sup> FLOOR SALINAS, CA 93901-2439 (831) 755-4990

# REQUEST FOR PROPOSALS #10284

# INTERACTIVE VOICE RESPONSE (IVR) INTEGRATED PHONE SYSTEMS

For

# TREASURER-TAX COLLECTOR

Proposals are due by 3:00 pm (PST) on March 15th, 2011

By
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RFP #10284	IVR S	vstem '	Tax Co	ollector/	Treasurer

# SOLICITATION DETAILS SECTION

#### 1.0 INTENT

1.1 The County of Monterey Treasurer-Tax Collector, (hereinafter referred to as "County"), is soliciting proposals from a qualified organization(s), (hereinafter referred to as "CONTRACTOR"), to provide detailed quotes, for consideration by the County for the procurement of an Integrated Interactive Voice Response Phone (IVR) system.

#### 2.0 BACKGROUND

2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,150 square miles. Building and property locations include but are not limited to Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Louis Obispo County border.

#### 3.0 CALENDAR OF EVENTS

3.1	Issue RFP	Thursday February 17 <sup>th</sup> , 2011
3.2	Pre-Proposal Meeting/Site Tour	Not Applicable
3.3	Deadline for Written Questions	3:00 p.m., PST, Monday, February 28 <sup>th</sup> , 2011
3.4	Proposal Submittal <u>Deadline</u>	3:00 p.m., PST, Tuesday, March 15 <sup>th</sup> , 2011
3.5	<b>Estimated</b> Notification of Selection	Week of March 28 <sup>th</sup> , 2011
3.6	<b>Estimated</b> AGREEMENT Date	May, 2011

### This schedule is subject to change as necessary.

3.7 **FUTURE ADDENDA:** CONTRACTORS who received notification of this solicitation by means other than through a County mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at <a href="www.co.monterey.ca.us/admin/solicitcenter.htm">www.co.monterey.ca.us/admin/solicitcenter.htm</a>. Addenda will be posted on the website the day they are released.

#### 4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County JAIME AYALA

**DEPUTY PURCHASING AGENT** 

168 W. Alisal Street, 3<sup>rd</sup> Floor Salinas, CA 93901-2439 PHONE: (831) 755-4998

FAX: (831) 755-4969

Email: AyalaJ@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.

#### 5.0 SCOPE OF WORK

- 5.1 The IVR system must include the following elements:
  - 5.1.1 Conventional call routing functionality.
  - 5.1.2 Ability to integrate with current departmental systems (Megabyte and Columbia Ultimate) to retrieve informational data and convey it to callers. The County is open to exploring an "in-house" product as well as a "hosted" product. If the vendor offers both types of solutions, detailed responses must be submitted for each product including detailed pricing.
  - 5.1.3 Guaranteed delivery, installation, programming and training can be made pursuant to the timelines and dates noted in this RFP.
  - 5.1.4 Ability to effectively coordinate with Megabyte Systems, Inc. of Rocklin, California to replicate the currently developed FAX back process. In addition, connect to the current SQL database to retrieve Tax Bill information.
  - 5.1.5 Ability to effectively coordinate with RevQ (Columbia Ultimate) to provide Jbase queries to the RevQ database to retrieve data.
  - 5.1.6 Capacity to accommodate multiple telephone lines.
  - 5.1.7 Proven capacity (demonstrated by delivery and installation of similar operating systems in other public sector organizations of similar size and characteristics) to effectuate the manufacture, delivery, installation, programming, training and maintenance of the requested IVR system.
  - 5.1.8 Capacity to easily integrate/transfer callers to the County's credit card service provider for payments.
  - 5.1.9 System must be able to accommodate English and Spanish.
  - 5.1.10 Detailed cost proposals for hardware, software, licensing, maintenance costs that extend beyond initially stated warranty periods (stated in one year increments), financing, delivery, installation, training, travel expense, programming, and any other costs envisioned by the vendor should be clearly outlined in the proposal.
    - 5.1.10.1 Costs associated with either or both the Touch-Tone and Voice-driven solutions.
    - 5.1.10.2 Detailed price breakouts of all IVR functions.

#### 5.2 CONTRACTOR RESPONSIBILITIES:

- 5.2.1 CONTRACTOR is responsible for delivery, installation, programming, financing, licensing, training and maintenance for all equipment and contracted services regardless of whether or not the CONTRACTOR is the original manufacturer. CONTRACTOR will establish one person in their organization as the sole point of contact regarding contractual matters, including performance of service and the payment of any and all charges, fees and costs resulting from contractual obligations.
  - 5.2.1.1 CONTRACTOR shall describe any system redundancy plans to make sure the system has continuous availability.

#### 5.3 DELIVERY AND INSTALLATION:

- 5.3.1 If a hosted solution is selected, the dates below shall be met by the selected CONTRACTOR. If the County selects an in-house solution, the IVR hardware, software, license, supplies and any other related equipment must be delivered FOB destination with inside delivery, installation, programming and training to the Monterey County Treasurer-Tax Collector during the week of May 23, 2011. Staff training is to commence immediately after installation and conclude no later than Friday, May 27, 2011. Installation is to occur during normal business hours (8:00 am 5:00 pm, M-F).
- 5.3.2 The Monterey County Treasurer-Tax Collector's office is located at:168 West Alisal Street, 1st FloorSalinas, CA 93901
- 5.3.3 Selected CONTRACTOR shall identify in writing to the County when the equipment has been fully installed, programmed, and is deemed ready for use, at which time operational control becomes the responsibility of the county.

#### 5.4 STANDARD OF ACCEPTANCE AND EVALUATION PERIOD

- 5.4.1 There will be an evaluation period of thirty (30) consecutive days commencing at 8:00 am Pacific Time on the first day following receipt of notification that the system is installed and operational whether it be In-house or Hosted.
- 5.4.2 The equipment and all software must be up and available for normal processing as specified at least 95% of the hours between 7:00 am and 7:00 pm on normal county work days for a period of thirty (30) calendar days. The formula to determine the average effectiveness level shall be determined by:

#### 

- 5.4.3 If the equipment or software does not meet the performance test, then the County may extend the performance period for an additional period up to thirty (30) days. If after sixty (60) days the performance test has not been successful, the County may, at its option, request a replacement of any necessary item or terminate the order without incurring any liability or expense. It is not necessary for one thirty (30) day evaluation period to expire in order for another evaluation period to begin.
- 5.4.4 When equipment and software meet the required test, the County will notify the CONTRACTOR in writing. Warranty/maintenance shall begin on the first day of the successful trial evaluation period and said date will become the date of installation.

#### 5.5 EXISTING SYSTEM ENVIRONMENT/CAPABILITIES:

- 5.5.1 The County currently operates on an Ethernet LAN operating system environment utilizing Windows Server 2003. The new system will replace an existing IVR.
- 5.5.2 The new system must be capable of performing all functions that are currently in production on the existing IVR system. The existing functions are information, call routing, and integration with Megabyte Property Tax System for payment processing, bill inquiry, and bill faxing.

#### 5.6 NEW SYSTEM REQUIREMENTS

- 5.6.1 The County requires an integrated IVR system that is in-house or hosted, which contains the following capabilities:
  - 5.6.1.1 Call routing via touch tone and/or voice driven.
  - 5.6.1.2 Ability of be successfully integrated with the Megabyte Property Tax system to retrieve tax data.
  - 5.6.1.3 Ability to process credit card payments via the telephone.
  - 5.6.1.4 Route calls to live staff during business hours, for customer assistance.
  - 5.6.1.5 Record messages to assist callers with general information.
  - 5.6.1.6 Ability to fax and /or e-mail an image of a property tax bill.
  - 5.6.1.7 Ability to transfer caller to county voice mail box.
  - 5.6.1.8 Ability to accommodate multiple incoming phone calls.
  - 5.6.1.9 Ability to be successfully integrated with the Columbia Ultimate RevQ. collections applications to retrieve customer information.

#### 5.7 TRAINING:

- 5.7.1 Train County personnel on System Administration to maintain the system and all reporting features to include:
  - 5.7.1.1 System Maintenance
  - 5.7.1.2 System Setup (Lines, Recordings)
  - 5.7.1.3 Reporting tools

#### 5.8 WARRANTY AND MAINTENANCE:

- 5.8.1 Specify warranty periods for both hardware and software.
  - 5.8.1.1 Describe what is warranted for each.
- 5.8.2 Specify maintenance agreements (include a copy if possible) available for both hardware and software.
- 5.8.3 Specify costs for all maintenance agreements in one year increments.
- 5.8.4 Indicate which, if any, software maintenance agreements can be integrated vs. a stand-alone agreement.
- 5.8.5 Describe how your warranty covers the purpose identified in this RFP.

#### 5.9 IMPLEMENTATION REQUIREMENTS:

- 5.9.1 The following implementation requirements must be included in the RFP response:
  - 5.9.1.1 A workflow timeline listing all significant steps required for implementation. The timeline must include all responsible parties and their identifying contact information. The timeline must coincide with the dates established in this RFP.
  - 5.9.1.2 Provide a detailed description of all site preparation that must occur prior to installation. This includes all HVAC, power supply, wiring (including networking and Megabyte property system), and other communication requirements.
  - 5.9.1.3 Identify County staff resources (if any) required to assist in implementation.

#### 6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of four (4) years with the option to extend the AGREEMENT for two (2) additional one-year (1) terms.
- 6.2 The AGREEMENT shall contain a clause that provides that COUNTY the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.
- 6.3 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
  - 6.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
  - 6.3.2 COUNTY does not have to provide a reason if it elects not to renew.

#### 7.0 PROPOSAL PACKAGE REQUIREMENTS

#### 7.1 CONTENT AND LAYOUT:

7.1.1 CONTRACTOR shall provide the information as requested and as applicable to the proposed goods and services. The proposal or qualifications package shall be organized as per the table below; headings and section numbering utilized in the proposal or qualification package shall be the same as those identified in the table. Proposals or qualifications packages shall include at a minimum, but not limited to, the following information in the format indicated:

	Proposal or Qualifications Package Layout; Organize and Number Sections as Follows:
	COVER LETTER (INCLUDING CONTACT INFO)
Section 1	RECEIPT OF SIGNED ADDENDA (IF ANY)
Section 1	SIGNATURE PAGE
	TABLE OF CONTENTS
Section 2	PROJECT EXPERIENCE AND REFERENCES (ATTACHMENT B)
Section 3	TECHNICAL ASPECTS OF PROPOSAL
Section 4	PRICING (ATTACHMENT A) & WARRANTY
Section 5	EXCEPTIONS (CHECK EXCEPTION BOX IN SIGNATURE PAGE)
Section 6	APPENDIX

#### **Section 1 Requirements:**

**Cover Letter:** All proposals must be accompanied by a cover letter not exceeding the equivalent of two (2) single-sided pages and should provide as follows:

**Contact Info:** The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

**Firm Info:** Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence.

**Signed Signature Page and Signed Addenda** (if any addenda were released for this solicitation). Proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in **BLUE** ink. All prices and notations must be typed or written in **BLUE** ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in **BLUE** ink by the person signing the proposal.

#### **Table of Contents**

#### Section 2, Project Experience & References:

**Key Staff Persons:** CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

**Experience & References:** CONTRACTOR shall complete and submit ATTACHMENT B attached hereto in which CONTRACTOR shall describe at least 3 similar projects for which it provided services similar to the scope of work described herein. Please include address, phone number and email address if possible as COUNTY will conduct reference checks using this information.

**Violations:** CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

**Accessibility:** CONTRACTOR shall fully inform himself regarding any peculiarities and limitations of the spaces available for the installation of work under this RFP. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

#### **Section 3, Technical Aspects:**

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary for this project.

Also include:

- Descriptions and/or diagrams.
- Proposed Project Timeline to ensure compliance with meeting the County's needs as indicated in this solicitation.

#### **Section 4, Pricing & Warranty:**

CONTRACTOR shall complete and submit pricing as per ATTACHMENT A – PRICING SHEET attached hereto.

OR:

Propose on each item/service separately. Prices shall be quoted in units (please specify as appropriate). If total extended price differs from unit price, the unit price shall prevail.

All applicable tax shall be included as a separate line item.

Warranty: Successful CONTRACTOR shall fully warrant all materials and equipment furnished in response to this RFP, against poor and inferior quality, for a period of not less than one (1) year from the date of the final acceptance by the COUNTY. While under warranty, successful CONTRACTOR shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated costs as part of their written proposal.

#### **Section 5, Exceptions:**

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

- 7.2 <u>ADDITIONAL REQUIREMENTS:</u> To be considered "responsive," submitted proposals or qualifications packages shall adhere to the following:
  - 7.2.1 Four (4) sets of the proposal or qualifications package (one original signed proposal marked "Original" plus three (3) copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "RFP #10284". In addition, submit one (1) electronic version of the entire proposal or qualifications package on a CD, DVD, or USB

- memory stick. Additional copies may be requested by the COUNTY at its discretion.
- 7.2.2 Proposals or qualifications packages shall be prepared on 8-1/2" x 11" paper, preferably bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 7.2.3 Reproductions of the Monterey County Seal shall <u>not</u> be used in any documents submitted in response to this solicitation.
- 7.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in **BLUE** ink any item which no longer is applicable or accurate.
- 7.2.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in **BLUE** ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining three (3) proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in **BLUE** ink or typed adjacent, and must be initialed in **BLUE** ink by the person signing the proposal.
- 7.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal or qualifications package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION" at the top of the page.

#### 8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 <u>Proposal Identification Requirements:</u> ALL SUBMISSION MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: THE SOLICITATION NUMBER RFP #10284 and CONTRACTOR'S COMPANY NAME.
- 8.2 <u>Mailing Address:</u> Proposal or qualifications packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3 <u>Due Date:</u> Proposal or qualifications packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal or qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.

- 8.4 <u>Shipping Costs:</u> Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 8.5 <u>Acceptance:</u> Proposals are subject to acceptance at any time within 90 days after opening. COUNTY reserves the right to reject any and all proposal or qualifications packages, or part of any proposal or qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal or qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 8.6 Ownership: All submittals in response to this solicitation become the property of the COUNTY. If a CONTRACTOR does not wish to submit a Proposal or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 8.7 <u>Compliance:</u> Proposal or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 8.8 <u>CAL-OSHA</u>: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

#### 9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the COUNTY to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 9.2 The selection criteria include, but are not limited to, the following:
  - 9.2.1 Provide a list of technicians certified to support the current and proposed new IVR System. This includes server based applications. Include the number of years of experience of each technician.
  - 9.2.2 Provide a list of references preferably for Governmental entities similar configuration to that of the COUNTY.
  - 9.2.3 Describe the features of your proposed plan. Identify any services and/or hardware/software that may not be identified in this RFP, but will be necessary to complete the services requested in RFP.
  - 9.2.4 Describe the features of your Hardware Assurance Program. Identify any services that may result in additional costs to the COUNTY. With your proposal, provide an itemized list of any materials that are not covered by the proposed plan or may

- be required to be purchased by the COUNTY separately (hardware, software, etc.)
- 9.2.5 Describe the features of your Upgrade/Enhancement Support Program. Identify any services that may result in additional costs to the COUNTY. With your proposal, provide an itemized list of any materials that are not covered by the proposed plan or may be required to be purchased by the County separately (hardware, software, etc.).
- 9.2.6 The COUNTY requests pricing to be quoted separately for each type of system if quoting in-house and hosted systems.
- 9.2.7 Provide a list of technicians that can be onsite within (4) four hours in the case of a system outage or other critical need. Include technician's primary work location.
- 9.2.8 CONTRACTOR's responsiveness to the specifications.
- 9.2.9 Previous experience and/or success with other governmental entities that utilize Megabyte and RevQ software vendors.
- 9.2.10 Overall proposal cost.
- 9.2.11 References from other governmental entities.
- 9.2.12 Ability to fulfill the County's minimum insurance requirements.
- 9.3 AGREEMENT award(s) will not be based on cost alone.

#### 10.0 CONTRACT AWARDS

- 10.1 <u>Multiple Award(s)</u>: County has the option to award a portion or portions of this contract to multiple successful CONTRACTOR at the sole discretion of and benefit to County.
- 10.2 <u>Board of Supervisors:</u> The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 10.3 <u>Interview:</u> County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 10.4 <u>Incurred Costs:</u> County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 10.5 <u>Notification:</u> Unsuccessful CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 10.6 <u>In County's Best Interest:</u> The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.
- 10.7 <u>No Guaranteed Value:</u> County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

#### 11. 0 SEQUENTIAL CONTRACT NEGOTIATION

11.1 County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

#### 12.0 AGREEMENT TO TERMS AND CONDITIONS

12.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the "SAMPLE AGREEMENT SECTION" herein. Submission of a signed bid/proposal and the SIGNATURE PAGE will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the SAMPLE AGREEMENT Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

#### 13.0 COLLUSION

13.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

#### 14.0 RIGHTS TO PERTINENT MATERIALS

14.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the COUNTY when received by the COUNTY and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION". The COUNTY will not disclose proprietary information to the public, unless required by law; however, the COUNTY cannot guarantee that such information will be held confidential.

# SAMPLE AGREEMENT SECTION

# 15.0 AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR

15.1	This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and, hereinafter referred to as "CONTRACTOR."
	16.0 RECITALS
16.1	WHEREAS, County has invited proposals through the Request for Proposals (RFP #) for, in accordance with the specifications set forth in this AGREEMENT; and
16.2	WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
16.3	WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.
16.4	NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:
	17.0 PERFORMANCE OF THE AGREEMENT
17.1	After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # and in this AGREEMENT on the terms and conditions contained herein and in RFP # The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:
	RFP # dated, Addendum (or Addenda) #  CONTRACTOR'S Proposal dated, including all attachments and exhibits, to RFP #  Security for CONTRACTOR'S proposal  AGREEMENT  Certificate of Insurance  Additional Insured Endorsements
17.2	All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General Requirements and General Provisions, CONTRACTOR'S

- Proposal (with all attachments and exhibits), RFP #10284, Addendum, Contract Security, Certificate of Insurance, and Additional Insured Endorsements.
- 17.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 17.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 17.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

	18.0 SCOPE OF SERVICE	
[		]

#### 19.0 TERM OF AGREEMENT

- 19.1 The initial term shall commence with the signing of the AGREEMENT through and including \_\_\_\_\_, with the option to extend the AGREEMENT for \_\_\_\_\_ additional \_\_\_\_\_ year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- 19.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 19.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

#### **20.0 COMPENSATION AND PAYMENTS**

20.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.

- 20.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 20.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 20.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 20.5 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 20.6 Tax:
  - 20.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
  - 20.6.2 County is registered with the Internal Revenue Service, San Francisco office, registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

#### 21.0 INVOICES AND PURCHASE ORDERS

- 21.1 Invoice amounts shall be billed directly to the ordering department.
- 21.2 CONTACTOR shall reference the RFP/RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 21.3 All COUNTY Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 21.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

#### 22.0 STANDARD INDEMNIFICATION

22.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

#### 23.0 INSURANCE REQUIREMENTS

#### 23.1 Evidence of Coverage:

- 23.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 23.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall <u>not</u> receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 23.1.3 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

#### 23.2 <u>Insurance Coverage Requirements:</u>

23.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- 23.2.2 <u>Commercial general liability insurance</u>, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 23.2.3 <u>Business automobile liability insurance</u>, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 23.2.4 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 23.2.5 <u>Professional liability insurance</u>, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

#### 23.3 Other Insurance Requirements:

- 23.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 23.3.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

- 23.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 23.3.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 23.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

#### 24.0 RECORDS AND CONFIDENTIALITY

24.1 <u>Confidentiality:</u> CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

- 24.2 <u>County Records:</u> When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 24.3 <u>Maintenance of Records: CONTRACTOR</u> shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 24.4 <u>Access to and Audit of Records:</u> County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. Pursuant to Government Code section 8546.7, if this AGREEMENT involves the expenditure of public funds in excess of \$10,000, the parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

#### 25.0 NON-DISCRIMINATION

- During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 25.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 25.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

#### 26.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

26.1 <u>Independent Contractor:</u> CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

#### 27.0 CONFLICT OF INTEREST

27.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

#### 28.0 COMPLIANCE WITH APPLICABLE LAWS

- 28.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 28.2 CONTRACTOR shall report immediately to County's Contracts/Purchasng Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 28.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

#### 29.0 LEGAL DISPUTES

- 29.1 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 29.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 29.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 29.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

#### 30.0 NOTICES

- 30.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- Notices required to be given to the respective parties under this AGREEMENT shall be 30.2 deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U.S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

COUNTY Signature	CONTRACTOR Signature
Printed Name	Printed Name
Title	 Title
Date	
Notices mailed or faxed to the parties	s shall be addressed as follows:
TO COUNTY:	TO CONTRACTOR:
Contracts/Purchasing Officer	Name
County of Monterey, Contracts/Purchasing	Address
168 W. Alisal Street, 3rd Floor.	
Salinas, CA 93901-2439	
Tel. No.: (831) 755-4990	Tel. No
FAX No.: (831) 755-4969	FAX No.

Email\_\_\_\_\_

DerrM@co.monterey.ca.us

RFP #10284	IVR S	vstem '	Tax Co	ollector/	Treasurer

# ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

#### SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP #10284

ISSUE DATE: February 17<sup>th</sup>, 2011



RFP TITLE: INTERACTIVE VOICE RESPONSE (IVR) INTEGRATED SYSTEM

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY

3:00 P.M., LOCAL TIME, ON Tuesday March 15<sup>th</sup>, 2011

MAILING ADDRESS: COUNTY OF MONTEREY CONTRACTS/PURCHASING OFFICE 168 W. ALISAL STREET, 3<sup>rd</sup> FL. SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED IN WRITING TO Jaime Ayala, Deputy Purchasing Agent, <u>AyalaJ@co.monterey.ca.us</u> ph 831-755-4998 fax 831-755-4969

	I OLLO WING IN LACIT I KOLOS	SAL (1 original, 1 electro	nic plus 3 copies):	
ALL REQUIRED CONTENT AS DI	EFINED PER SECTION 7.1 HERE	EIN WITH IMPLEMEN'	ΓATIN TIMELINE	
PRICING PER ATTACHMENT A				
	T B must be included with your submitte ubmitted without this page will b			
CHECK HERE IF YOU HAVE	E ANY <u>EXCEPTIONS</u> TO TH	IS SOLICITATION.		
CONTRACTORS MUST COMPLETE TO I hereby agree to furnish the articles and/o conditions in the Request for Proposal pacting authority to present this proposal	r services stipulated in my proposal kage. I further attest that I am an o	at the price quoted, subj		
Company Name:	i puckage.	Date:		
	Pho		Fax:	
Company Name:				
Company Name:  Signature:	Pho	ne:		

# ATTACHMENT A – PRICING PAGE

ITEM/SERVICE PER UNIT	PRICE <u>PER UNIT</u> (NO TAX)
Hardware	
Software	
Licenses	
Shipping	
Training	
Installation	
Programming	
Supplies	
Financing Costs	
Other charges (Identify)	
Conversion	
Maintenance Yr 1	
Maintenance Yr 2	
Maintenance Yr 3	
Maintenance Yr 4	

# **ATTACHMENT B - REFERENCES**

Business Name	Contact:
City:	Phone Number
Installation Date:	
Business Name	Contact:
City:	Phone Number
Installation Date:	
Business Name	Contact:
City:	Phone Number
Installation Date:	
Business Name	Contact:
City:	Phone Number
Installation Date:	