



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

REQUEST FOR PROPOSALS

1050 * 8

For

Applicant/Application Tracking System

PROPOSALS DUE BY

**Final Proposals Due: 3:00 PM, (PST)
Friday, March 19th, 2010**

**Jaime Ayala, Deputy Purchasing Agent
COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
168 W. ALISAL STREET, 3rd FLOOR
SALINAS, CA 93901-2439
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GENERAL REQUIREMENTS SECTION

1.0 INTENT

- 1.1 The County of Monterey seeks to enhance or replace its current Employee Applicant Tracking System. This effort seeks to establish and maintain consistencies throughout the organization, and to maximize efficiencies and reduce costs.
- 1.2 The County of Monterey requires a web-hosted system(s) that demonstrates the ability to:
 - 1.2.1 Post available employment opportunities on-line
 - 1.2.2 Submit applications online
 - 1.2.3 Allow County staff to manage applicant files, including communication with applicants, in the system from application, through testing and assessment, to referral for consideration
 - 1.2.4 Generate standard and ad hoc reports
- 1.3 The term of the agreement will be for and initial two (2) years term with the option by the county to renew for three (3) additional one year periods.
 - 1.3.1 Fixed prices for the first two (2) years will be established as part of the initial contract.
 - 1.3.2 Costs for any enhancements or upgrades in service are subject to additional negotiations.

2.0 BACKGROUND

The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. Geographically, the County is approximately 105 miles north to south and approximately 30 miles east to west (approximately 3,150 square miles). The County occupies over 3,300 square miles on the central coast of California and has a permanent population of over 420,000 persons.

The County of Monterey has approximately 4,500 fulltime and part-time employees and receives about 10,000 to 15,000 applications per year, depending upon the year. There are several recruitments are open on a continuous or open until filled basis. The County has a decentralized Human Resources system, with HR staff located directly in each department. There are approximately 30 HR users of whom the majority are scattered in offices throughout the city of Salinas. Central HR has oversight responsibility and administers the applicant tracking system.

The County does not guarantee any minimum or maximum amount of dollars to be spent under this Contract.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|---|
| 3.1 | Issue RFP | February 3 rd , 2010 |
| 3.2 | Pre-Proposal Meeting | February 18 th , 2010 |
| 3.3 | Deadline for Written Questions | 3:00 p.m., Local Time, February 23 rd , 2010 |
| 3.4 | Proposal Submittal Deadline | 3:00 p.m., Local Time, March 19 th , 2010 |
| 3.5 | Estimated Notification of Selection | March 30 th , 2010 |
| 3.6 | Estimated AGREEMENT Date | July 2010 |

This schedule is subject to change as necessary.

4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this RFP shall be directed to:

4.1.1 Proposal Format and Content: **Jaime Ayala**
Deputized Purchasing Agent
County of Monterey Contracts/Purchasing
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
PHONE: (831) 755-4998
FAX: (831) 755-4969
Email: AyalaJ@co.monterey.ca.us

4.1.2 Technical Information: **Dianne R Dinsmore**
Supervising Personnel Analyst
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
PHONE: (831) 755-5855
FAX: (831) 755-5792.
Email: DinsmoreDR@co.monterey.ca.us

- 4.2 **FUTURE ADDENDA**; CONTRACTORS who received notification of this RFP by means other than through a County of Monterey mailing, shall contact the person designated in Section 4.0 COUNTY POINTS OF CONTACT 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 that may be issued prior to the proposal submittal date. **IT IS THE CONTRACTORS' 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 www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

- 4.3** The deadline for submitting written questions regarding this RFP is indicated in **GR Section 2.0 CALENDAR OF EVENTS**.
- 4.4** Questions submitted after the deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- 4.5** Prospective CONTRACTOR(s) shall not contact County officers or employees with questions or suggestions regarding this Request for Proposals without first contacting the persons listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**
- 4.6** All questions regarding this RFP 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 CONTRACTOR(s) after the deadline for receipt of questions.

5.0 SCOPE OF WORK

- 5.1** The County of Monterey seeks to enhance or replace its current Applicant Tracking System with a web-hosted solution. This effort seeks to establish and maintain consistencies throughout the organization, and to maximize efficiencies and reduce costs.
- 5.2** The system(s) must have:
 - 5.2.1 the ability to post available employment opportunities online
 - 5.2.2 a job posting area that has "the look" of still being on a Monterey County website
 - 5.2.3 the ability to accept the submission of employment applications online
 - 5.2.4 the ability to set up auto-reply for specific applicant actions (such as application received)
 - 5.2.5 the ability for County staff to ask for and track demographic information and recruitment source information
 - 5.2.6 the ability for the applicant to download and/or print a hard copy of the application submitted
 - 5.2.7 the ability for County staff to change disposition (status) of applicants
 - 5.2.8 the ability for applicant to see the status of his application as the applicant moves through the screening and assessment process
 - 5.2.9 the ability for County to add to the system any applications received in hard copy form
 - 5.2.10 the ability for County staff to copy applications to other lists (recruitments)
 - 5.2.11 a date application received field (auto-populated for online applications)
 - 5.2.12 the ability for County staff to create/modify fields to match the County application (limited to the super user/administrator role)

- 5.2.13 the ability for County staff to add supplemental questions online to applications for applicants to answer online
- 5.2.14 the ability for auto-scoring of multiple-choice and true/false supplemental questions
- 5.2.15 requirement that class specifications be a component of the applicant tracking system
- 5.2.16 the ability to specify date for open and close so the system makes applications available to applicants online and removes access to application automatically based on dates
- 5.2.17 a unique identifier for each recruitment
- 5.2.18 a unique identifier for each applicant (not connected to applicants Social Security number)
- 5.2.19 the ability for the applicant to attach documents online to application (such as copies of professional registrations, licenses and certificates)
- 5.2.20 the ability for an applicant to reapply for same recruitment after a period of time under continuous recruitments (without overwriting the applicant's previous application) – for example, when the application expires from the eligible list, the applicant should be able to reapply with a new application.
- 5.2.21 a unique identifier for each application
- 5.2.22 the ability for County staff to contact applicants via email from the system
- 5.2.23 the ability for County staff to set different security and access levels for different users
- 5.2.24 the ability for County staff to enter scores from one or more testing components
- 5.2.25 the ability for County staff to weight and combine scores of two or more testing components
- 5.2.26 the ability for County staff to establish eligible list
- 5.2.27 the ability for County staff to enter the expiration date of the list at time the list is established
- 5.2.28 the ability for County staff to issue referrals (list of candidates) from the eligible list
- 5.2.29 the ability for County staff to add parameters to referrals and have system select all candidates who meet the additional requirements (ex. Location, language, license) unique to a specific position
- 5.2.30 the ability for County staff to remove candidates from the eligible list
- 5.2.31 the ability for County staff to mark a candidate as “do not refer” to a specific department
- 5.2.32 technical support for users during the core 8 – 5 business hours
- 5.2.33 a system that retains record of notices sent to applicants
- 5.2.34 a system that retains electronic snapshot of notices sent to applicants
- 5.2.35 an intuitive interface for applicant and system users
- 5.2.36 the a ability for administrator(s) to set up standard template reports (e.g. Eligible list; # applications received by year and by department)
- 5.2.37 the ability for users to create ad hoc reports (E.g. Time from recruitment close to list established)
- 5.2.38 the ability for all users with appropriate security levels to view all recruitments/lists with the exception of “locked” recruitments/lists

- 5.2.39 the ability to restrict access (lock) to some recruitments/lists
 - 5.2.40 establishment of a system administrator at County level to set and/or modify security settings; give and remove access
 - 5.2.41 the ability for County staff to extract data in a format that can be used by Excel
 - 5.2.42 the ability for County staff to maintain records for a specified period of time (e.g. Natividad Medical Center is required to maintain all applications for period of 20 years to meet The Joint Commission requirements)
- 5.3** The County would also like system(s) to have:
- 5.3.1 the ability to attach documents to email sent from system to applicant (eg. Map, directions, parking permit)
 - 5.3.2 the ability to give a screener (subject-matter expert) access to screen applications online
 - 5.3.3 the ability to redact identifying information from application materials
 - 5.3.4 the ability to make referral and related applications available online for hiring authority
 - 5.3.5 disparate impact analysis reporting capability
 - 5.3.6 applicant flow analysis reporting capability
 - 5.3.7 rater reliability analysis reporting capability
 - 5.3.8 the ability to do interfiled calculations (eg. create report of number of days from vacancy to hire, with breakdown of number of days for each step)

6.0 CONTRACT TERM

- 6.1** The term of the AGREEMENT(s) will be for an initial two (2) years term with the option, by the County to extend the AGREEMENT for three (3) additional one (1) year periods.
- 6.2** The County reserves the right to cancel the ultimate AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.
- 6.3** If this RFP includes options for renewal or extension, CONTRACTOR must commence negotiations for 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 The County does not have to provide a reason if it elects not to renew.
- 6.4** Any increase in pricing for subsequent optional years shall not exceed the consumer price index for the California Central Coastal area

7.0 SELECTION CRITERIA

- 7.1 The selection of CONTRACTOR(s) and subsequent contract award(s) will be based on the criteria contained in this Request for Proposals, as demonstrated in the submitted proposal. CONTRACTOR(s) 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.
- 7.2 The selection criteria include, but are not limited to, the following:
- 7.2.1 Ability of the bidder to provide the needed system and services which will satisfy all the requirements of the County of Monterey as described within RFP 1050 * 8.
 - 7.2.2 Lowest responsible overall price including life cycle costs for the required effort.
 - 7.2.3 Sustained industry reputation for customer satisfaction in meeting specifications, in resolving product problems and providing necessary technical advice and support as needed.
 - 7.2.4 Known “brand” that will increase County visibility and applicant pool
 - 7.2.5 Fully web-based hosted system (no data storage or maintenance at County level)
 - 7.2.6 System that is easy to administer, intuitive for analysts/techs to use with minimal training, and user-friendly to applicants
 - 7.2.7 Detailed pricing for system and services as required by RFP 1050 * 08
 - 7.2.8 Three current client references.
 - 7.2.9 Availability of warranty service, and ability to sustain warranty service.

The award resulting from this RFP will be made to the contractor who submits a proposal that, in the sole opinion of the County, best serves the overall interest of the County. The award will not be based solely on cost.

8.0 PRE-PROPOSAL MEETING

OPTIONAL pre-proposal meeting will be held on Thursday, February 18th, 2010 at 2:00 PM the County Administrative Offices in Salinas. Those interested in submitting a proposal are **highly encouraged** to attend this meeting. The purpose of this meeting is to provide clarification and answer questions regarding the technical specifications. No presentations are required. Please indicate your intent to attend this meeting by sending a response to Deputy Purchasing Agent, Jaime Ayala at ayalaj@co.monterey.ca.us or by calling (831) 755 – 4998. Indicate if you are requesting to participate by telephone so that further instructions may be provided.

9.0 SEQUENTIAL CONTRACT NEGOTIATION

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

GENERAL PROVISIONS SECTION GP

GP 1.0 CONTRACT AWARDS

- GP 1.1** Multiple Award(s): The County has the option to award a portion or portions of this contract to multiple successful CONTRACTOR(s) at the sole discretion of and benefit to the County.
- GP 1.2** The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- GP 1.3** Interview: the County reserves the right to interview selected CONTRACTOR(s) before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- GP 1.4** Incurred Costs: The County is not liable for any cost incurred by CONTRACTOR(s) in response to this solicitation.
- GP 1.5** Unsuccessful CONTRACTORS who have submitted a Proposal will be notified of the final decision.
- GP 1.6** The award(s) resulting from this solicitation will be made to the CONTRACTOR(s) that submit(s) a response that, in the sole opinion of the County, best serves the overall interest of the County. Awards will not be based on cost alone.
- GP 1.7** Prices are to remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted according to the terms and conditions of the AGREEMENT. County does not guarantee a minimum or maximum dollar value for any agreement or agreements resulting from this solicitation.

GP 2.0 PROPOSAL SUBMITTALS

- GP 2.1** All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."
- GP 2.2** Monterey County reserves the right to reject any and all Proposals, or part of any Proposal, to postpone the scheduled Proposal 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 and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.

- GP 2.3** Proposals must be received BEFORE the time and date specified, at the location and to the person specified on the SIGNATURE PAGE.
- GP 2.4** ALL PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE BEARING ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER OF THE ENVELOPE, the CONTRACTOR'S name and address, ***the solicitation number, and the name of the person specified on the SIGNATURE PAGE.***
- GP 2.5** It is the sole responsibility of the CONTRACTOR to ensure that the Proposal 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.
- GP 2.6** 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).
- GP 2.7** Each EXCEPTION shall include the page number, section number, and referenced item number as appropriate.
- GP 2.8** Failure to comply with GP 2.3 – 2.7 may result in a Proposal being declared as "non-responsive".

GP 3.0 PROPOSAL FORMAT AND CONTENT

- GP 3.1** Any page of the CONTRACTOR'S response package that is deemed to be a trade secret by the CONTRACTOR shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters.
- GP 3.2** To be considered "responsive," submitted Proposals should adhere to the following guidelines:
- GP 3.2.1 Proposals should be prepared on 8-1/2" x 11" paper and 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. All Proposals shall include a Table of Contents.
 - GP 3.2.2 Reproductions of the Monterey County Seal should not be used in any documents submitted in response to this solicitation.
 - GP 3.2.3 Indicate the name and title of the CONTRACTOR'S primary contact person. Also, include their mailing address, telephone number and fax number, along with their Email address, if any.
 - GP 3.2.4 A copy of any agreement proposed by the CONTRACTOR(s) as part of their response to this solicitation must be submitted along with their Proposal. These agreements will be considered as part of the bid

package prior to an award selection being made. **THE INCLUSION OF A PROPOSED AGREEMENT DOES NOT GUARANTEE ACCEPTANCE OF THAT AGREEMENT BY THE COUNTY. Therefore, CONTRACTOR’S Proposal must specify what, if any, terms of their Proposal would be different if the County does not accept the proposed agreement, in whole or in part. CONTRACTOR agreements will not be considered if submitted after the Deadline for Proposals.** (Refer to Section **GP 5.0 AGREEMENT TO TERMS AND CONDITIONS.**)

GP 3.2.5 Submit complete documentation as listed in Section **7.0 SELECTION CRITERIA.**

GP 3.2.6 To validate your Proposal, **submit the SIGNATURE PAGE with your proposal.** Proposals submitted without this page will be deemed non-responsive. Proposal signatures must be manual and in ink. All prices and notations must be typed or written in ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by the person signing the proposal.

GP 3.3 Submit one (1) single-sided original Proposal and three (3) single or double-sided copies of the CONTRACTOR’S proposed responses, with one (1) clearly marked “Original.” (Total of four proposal packets.)

GP 4.0 PROPOSAL STANDARD INSTRUCTIONS AND CONDITIONS

GP 4.1 Propose on each item separately. Prices shall be quoted in units specified. If total extended price differs from unit price, the unit price shall prevail.

GP 4.2 Brand names and numbers when cited are informational unless stipulated otherwise. Proposals for equal items will be considered, provided the proposal clearly describes the article offered and its proposed equal in quality, utility and/or performance. Proposals not indicating otherwise will be considered to be for the exact item specified.

GP 4.3 Delivery time shall be a part of the consideration of proposal submissions. Specify delivery time in days after receipt of order (ARO).

GP 4.4 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.

GP 4.5 **ACCEPTANCE TIME:** Proposals are subject to acceptance at any time within 90 days after opening.

GP 4.6 **TAXES:** The 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.

- GP 4.7** CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).
- GP 4.8** HAZARDOUS MATERIALS: Transportation of any hazardous materials to the County of Monterey must be done so in conformance with SARA Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that the County of Monterey shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. The County of Monterey shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. The County of Monterey does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by the County while in transit or storage prior to delivery and acceptance by the County.
- GP 4.9** WARRANTY: The CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period.
- GP 4.10** Any discount offered by the CONTRACTOR(s) must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case, in the evaluation of Proposals, will a discount be considered that requires payment in less than 30 days.

GP 5.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR(s) selected through the solicitation process will be expected to execute a formal agreement with the County for the provision of the requested service. The AGREEMENT will be written by the County in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT**” enclosed herewith. 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 request and the standard provisions of the **SAMPLE AGREEMENT**. The County may consider including language from the CONTRACTOR’S proposed agreement if submitted following the procedures identified in Section **GP 3.0 PROPOSAL FORMAT AND CONTENT**.

GP 6.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by the CONTRACTOR, the County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the CONTRACTOR or by proceeding against any performance bond of the CONTRACTOR, if any, or by suit against the CONTRACTOR. The prices paid by the County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of the CONTRACTOR.

GP 7.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the 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 the 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 the CONTRACTOR's performance of the AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

GP 8.0 INSURANCE

GP 8.1 Evidence of Coverage:

Prior to commencement of the AGREEMENT, the 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 the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under the AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

GP 8.2 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 the County's Purchasing Manager.

GP 8.3 Insurance Coverage Requirements:

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

GP 8.3.1 Commercial general liability insurance, 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.

GP 8.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under the AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

GP 8.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of the 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.

GP 8.3.4 Professional liability insurance, 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, the CONTRACTOR shall, upon the expiration or earlier termination of the 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 the AGREEMENT.

GP 8.4 Other Insurance Requirements.

All insurance required by the AGREEMENT shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified

by the 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 the AGREEMENT.

- GP 8.5** Each liability policy shall provide that the 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 the AGREEMENT, or be accompanied

by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

- GP 8.6** 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.

- GP 8.7** Prior to the execution of the AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by the AGREEMENT. The 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 the AGREEMENT, which shall continue in full force and effect.

- GP 8.8** CONTRACTOR shall at all times during the term of the AGREEMENT maintain in force the insurance coverage required under the 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 the AGREEMENT, which entitles County, at its sole discretion, to terminate the AGREEMENT immediately.

GP 9.0 INVOICES

CONTRACTOR shall reference the AGREEMENT number and solicitation number on all invoices submitted to the 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. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with the AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

GP 10.0 RIGHTS TO PERTINENT MATERIALS

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 "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.

GP 11.0 CONTRACT AUDITS

CONTRACTOR agrees that Monterey County or its designee will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide Monterey County or its designee with any relevant information requested, and shall permit Monterey County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of five (5) years after final payment under the contract.

GP 12.0 NON-DISCRIMINATION

GP 12.1 During the performance of this contract, the 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. The CONTRACTOR(s) shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The 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.).

- GP 12.2** 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 the AGREEMENT by reference and made a part hereof as if set forth in full.
- GP 12.3** The successful CONTRACTOR(s) shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

GP 13.0 INDEPENDENT CONTRACTOR

- GP 13.1** The CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of the 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. The CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- GP 13.2** Non-Assignment: CONTRACTOR shall not assign this contract without the prior written consent of the County.

GP 14.0 CONFLICT OF INTEREST

The CONTRACTOR covenants that the 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 the AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the CONTRACTOR'S services under the AGREEMENT.

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT

The 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.”

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP # _____) for _____, in accordance with the specifications set forth in the AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR’S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP # _____ and in the AGREEMENT on the terms and conditions contained herein and in RFP # _____. The intent of the AGREEMENT is to summarize the contractual obligations of the parties. The component parts of the AGREEMENT include the following:

RFP # _____ dated _____,
Addendum
CONTRACTOR’S Proposal dated _____, including all attachments
and exhibits, to RFP # _____
Security for CONTRACTOR’S proposal
AGREEMENT
Payment and Performance Bonds
Certificate of Insurance
Additional Insured Endorsements

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 #XXXX, Addendum, Contract Security and Bonds, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

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."

2.0 TERM OF AGREEMENT

- 2.1 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. The County is not required to state a reason if it elects not to renew the AGREEMENT.
- 2.2 If the 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.
- 2.3 The 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.

3.0 COMPENSATION AND PAYMENTS

- 3.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A
- 3.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under the AGREEMENT.
- 3.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.4 Invoice amounts shall be billed directly to the ordering department.
- 3.5 CONTRACTOR shall reference the AGREEMENT number and RFP # _____ on all invoices submitted to the 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. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with the AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

4.0 NOTICES

Notices required to be given to the respective parties under the AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the 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 the 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.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
Department
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990 FAX No.: (831)
755-4969

TO THE CONTRACTOR:

Name _____
Address _____

Tel. No. _____ FAX
No. _____

APPENDICES

PROPOSAL PACKAGE SECTION

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # **1050_08**
ISSUE DATE: Monday February 3rd, 2010



RFP TITLE: Applicant/Application Tracking System
PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING
OFFICER BY 3:00 P.M., LOCAL TIME, ON Friday March, 19th, 2010

ADDRESS:
CONTRACTS/PURCHASING
OFFICER
COUNTY OF MONTEREY
168 W. ALISAL STREET, 3rd FL.
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Jaime Ayala, (831) 755 - 4998

BIDDERS MUST INCLUDE THE FOLLOWING ITEMS WITH THEIR PROPOSAL:

- ☐ IN ACCORDANCE WITH SOLICITATION CRITERIA IN AN ORIGINAL AND **THREE (3) HARD COPIES, PLUS ONE (1) ELECTRONIC COPY**

This Signature Page must be included with your submittal in order to validate your proposal.

Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS RFP.**

BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____

Date: _____

Signature: _____

Phone: _____

Fax: _____

Printed Name: _____

Title: _____

E-mail: _____

Street Address/PO Box: _____

City: _____

State: _____

ZIP: _____

License No. (if applicable): _____

License Classification (if applicable): _____