

Solicitation 080-590307

MAINTSTAR IMPLEMENTATION CONSULTANT SERVICES



County of Orange

Bid 080-590307 MAINTSTAR IMPLEMENTATION CONSULTANT SERVICES

Bid Number **080-590307**
 Bid Title **MAINTSTAR IMPLEMENTATION CONSULTANT SERVICES**

Bid Start Date **Jan 4, 2011 4:40:27 PM PST**
 Bid End Date **Feb 1, 2011 4:00:00 PM PST**
 Question & Answer
 End Date **Jan 18, 2011 4:00:00 PM PST**

Bid Contact **Eddie Perkins**
 eddie.perkins@ocpw.ocgov.com

Standard Disclaimer **The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.**

Description

ALL QUESTIONS PERTAINING TO THIS REQUEST FOR PROPOSALS (RFP) MUST BE SUBMITTED THROUGH THE BIDS SYNC WEBSITE. ANY COUNTY RESPONSE RELEVANT TO THIS RFP OTHER THAN THROUGH OR APPROVED BY OC PUBLIC WORKS/PROCUREMENT SERVICES IS UNAUTHORIZED AND WILL BE CONSIDERED INVALID.

OC PUBLIC WORKS IS SOLICITING RFP'S FROM CONTRACTORS INTERESTED IN ENTERING INTO A CONTRACT FOR MAINTSTAR IMPLEMENTATION CONSULTANT SERVICES.

**RESPONDENTS ARE ADVISED TO CAREFULLY READ THE COUNTY TERMS AND CONDITIONS, ESPECIALLY THE INSURANCE REQUIREMENTS, PRIOR TO SUBMITTING A STATEMENT RESPONSE. AWARDED RESPONDENT MUST PROVIDE ALL INSURANCE REQUIREMENTS WITHIN SEVEN (7) CALENDAR DAYS OF CONTRACT AWARD RECOMMENDATION BUT PRIOR TO OFFICIAL CONTRACT AWARD.

**AWARDED RESPONDENT WILL BE REQUIRED TO SIGN A CONTRACT UPON AWARD. IF CONTRACTOR IS A CORPORATION, SIGNATURE WILL BE PROVIDED IN ACCORDANCE WITH THE CORPORATIONS CODE AS SPECIFIED IN THE SOLICITATION.

*PLEASE REGISTER YOUR COMPANY VIA THE BIDS SYNC WEBSITE PRIOR TO VIEWING OR DOWNLOADING THIS RFP.

RESPONDENTS MUST MEET THE FOLLOWING MINIMUM REQUIREMENTS:

1. RESPONDENT MUST BE LOCATED WITHIN THE COUNTY OF ORANGE, RIVERSIDE COUNTY, SAN DIEGO COUNTY AND LOS ANGELES COUNTY.

2. RESPONDENT MUST HAVE A MINIMUM OF FIVE (5) YEARS DIRECT EXPERIENCE WITH THE MAINSTAR SYSTEM.

****IMPORTANT DATES****

JANUARY 18, 2011 - QUESTIONS DUE BY 4:00 P.M.

FEBRUARY 1, 2011 - PROPOSALS DUE BY 4:00 P.M.



**ADMINISTRATION
PROCUREMENT SERVICES**

**REQUEST FOR PROPOSALS
(RFP)**

MAINTSTAR IMPLEMENTATION CONSULTANT SERVICES

RFP No. 080-590307

**County of Orange, OC Public Works
MaintStar Implementation Consultant Services**

**RFP# 080-590307
Cover Page**

REQUEST FOR PROPOSALS



ORANGE COUNTY
OC Public Works
Procurement Services
300 N. Flower Street, Ste. 838
Santa Ana, CA 92703

**PROPOSALS MUST BE
RECEIVED AT OR PRIOR TO
4:00 P.M. PDST
ON**

February 1, 2011

**PROPOSAL NUMBER:
080-590307**

INSTRUCTIONS:

1. SUBMIT **1** SIGNED ORIGINAL, **5** COPIES AND **1** SOFT COPY OF YOUR PROPOSAL IN MS WORD ON COMPACT DISC (CD) OR FLASH DRIVE
2. RETURN THIS PAGE SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP #, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. DECLINATION - IN THE EVENT YOU ELECT NOT TO SUBMIT A PROPOSAL, INFORM US ON THIS FORM AND RETURN BY THE DUE DATE INDICATED.
5. FOR FURTHER INFORMATION, CONTACT:

Eddie Perkins
OC Public Works
Procurement Services
Eddie.Perkins@ocpw.ocgov.com
FAX 714.834.4569

DATE: January 4, 2011

REQUEST FOR PROPOSALS ("RFP")

The County of Orange, (hereinafter referred to collectively as "County") are soliciting proposals from qualified firms (hereinafter referred to as "Respondents"), for MaintStar Implementation Consultant Services. The awarded contract(s) (hereinafter referred to as "Contract"), will be a usage contract between the County and the selected Respondent(s) (hereinafter referred to as "Contractor"). A detailed Scope of Work concerning the County's requirements is provided herein as Attachment A.

- SECTION I. Introduction and Instructions to Respondents
SECTION II. Response Requirements
SECTION III. Model Contract

ALL QUESTIONS/REQUESTS FOR INTERPRETATION ARE DUE: JANUARY 18, 2011 - 4:00 P.M. PACIFIC TIME

All questions and inquiries related to this RFP must be directed to: Eddie Perkins, County Deputy Purchasing Agent ("DPA"), OC Public Works/Procurement Services, via the County's on-line bid system at: <https://www.bidsync.com> under the bid page for this solicitation.

Respondents are not to contact other County personnel with any questions or clarifications concerning this RFP. OC Public Works/Procurement Services will provide all official communication concerning this RFP. Any County response relevant to this RFP other than through or approved by OC Public Works/Procurement Services is unauthorized and will be considered invalid.

I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSALS, AND TO THE TERMS, CONDITIONS AND ATTACHMENTS REFERENCED HEREIN.

Date: _____

Company Legal Name: _____

*Authorized Signature

Name

Title

*Authorized Signature

Name

Title

* If the Respondent is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

RETURN THIS SHEET WITH YOUR RESPONSE

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SECTION I

INTRODUCTION

AND

INSTRUCTIONS TO RESPONDENTS

**County of Orange, OC Public Works
MaintStar Implementation Consultant Services**

RFP# 080-590307

Section I

Introduction & Instructions to Respondents

SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

A. INTRODUCTION

The County is soliciting proposals from qualified Respondents, for MaintStar Implementation Consultant.

The County intends that the successful Respondent shall provide MaintStar Implementation Consultant Services proposed in accordance with the terms and conditions set forth in Section III – Model Contract, including Attachments. Refer to Section III, Attachment A, of this RFP for an expanded description of the Scope of Work.

B. PROPOSED TIME SCHEDULE

January 4, 2011	Release of RFP solicitation
January 18, 2011	Written questions from Contractors Due by 4:00 P.M. Pacific Daylight Time
February 1, 2011	Proposals Due/RFP Closing Date and Time - 4:00 P.M. Pacific Daylight Time
TBD	Notify Selected Firms Re: Oral Presentations (if requested)
TBD	Recommendation of Award

C. INSTRUCTIONS TO RESPONDENTS AND PROCEDURES FOR SUBMITTAL

1. Clearly identified Statements are due by 4:00 P.M. Pacific Daylight Savings Time on the date as specified on Cover Page, and are to be addressed **in a sealed package** to:

Re: **RFP No.: 080-590307 – MaintStar Implementation Consultant Services**

Attn: Eddie Perkins c/o Procurement Services Receptionist
County of Orange, OC Public Works/Procurement Services
300 N. Flower Street, Room 838
Santa Ana, CA 92703-5000

OC Public Works/Procurement Services regular business hours are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday. OC Public Works/Procurement Services will be closed on the following County holidays:

**January 17, 2011
February 21, 2011
May 30, 2011
July 4, 2011
September 5, 2011
October 10, 2011
November 11, 24, 25, 2011
December 26, 2011**

Facsimile and e-mail Proposals will NOT be allowed. Proposals must be time-stamped on the outside of the sealed package by the OC Public Works, Procurement Services Receptionist. The delivery location for the receipt of proposals is the OC Public Works Procurement Services Receptionist. It is the responsibility of the Respondent to ensure that delivery is made to the OC

Public Works Procurement Services Receptionist at the above address by the due date and time specified. Late proposals or proposals delivered to any other location will not be accepted. Delivery receipts are available upon request.

2. The County has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a response to this Request for Proposals in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification/interpretation to the County Deputy Purchasing Agent (DPA) via the County's on-line bid system at: <https://www.bidsync.com> under the bid page for this solicitation.

If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued and the information will be posted on County's on-line bid system at: <https://www.bidsync.com>. Any interpretation of, or correction to, this solicitation shall be issued by the County DPA. The County will make reasonable efforts to provide a copy of such addendum to each person/firm receiving the original solicitation documents directly from the County. However, the County does not guarantee receipt by Respondent of all addenda. It is the responsibility of each Respondent to periodically check the County's on-line bid system to ensure that they have received and reviewed any and all addenda to this solicitation. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

All questions or requests for interpretation must be received by the date and time specified on Cover Page (page 1).

3. Proposals must be valid for a period of at least three hundred and sixty five (365) calendar days from the closing date and time for receipt of proposals. No proposal may be withdrawn after the submission date.
4. Each Respondent must provide: **One (1) signed original; five (5) copies and additionally one (1) "soft" copy in MS Word format (preferred) on Compact Disc (CD) or flash drive** of their proposal. The original signature copy is to be clearly marked as "ORIGINAL" on the outside cover and contain original ink signatures.
5. All proposals shall be submitted on standard 8.5 x 11-inch paper. All pages must be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II, Proposal Response Requirements. It is imperative that all Respondents responding to this RFP comply, exactly and completely, with the instructions set forth herein. All responses to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, **and must fully address each requirement and question**. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.
6. Proposals are not to be marked as confidential or proprietary. The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure. The County shall not be liable in any way for disclosure of any such records. Additionally, all proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the proposals submitted.

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MaintStar Implementation Consultant Services

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Section I

Introduction & Instructions to Respondents

7. By submitting a proposal, the Respondent represents that it has thoroughly examined the County's requirements and are familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve the County's objectives.
8. Each Respondent must submit its proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. **Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration as specified in Section II, Part 1, 8. "Statement of Compliance."**
9. After the closing date and time for receipt of proposals, evaluation and, if requested by the County, oral presentations will commence. Respondents who submit proposals most responsive to the County's requirements may be asked to give an oral presentation of their proposal to County staff. The County makes no guarantee as to the number of Respondents selected for oral presentations. Selected Respondents should be prepared to make its oral presentation within three (3) business days after notification and be prepared to discuss all aspects of its proposal in detail, including technical questions regarding the proposal. Respondents shall not be allowed to alter or amend its proposal through the use of the presentation process.
10. The County reserves the right to negotiate modifications with any Respondent as necessary to serve the best interests of the County. Any proposal may be rejected if it is conditional, incomplete or deviates from specifications in this RFP. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the proposal. Any waiver will not excuse a proponent from full compliance.
11. Pre-contractual expenses are not to be included in the Contractor's pricing (Attachment B). Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Respondent in: a) preparing its proposal in response to this RFP; b) submitting that proposal to the County; c) negotiating with the County any matter related to the Respondent's proposal; and d) any other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.
12. The County reserves the right to: a) negotiate the final Contract with any Respondent(s); b) withdraw this RFP in whole or in part at any time without prior notice (the County makes no representations that any Contract will be awarded to any Respondent responding to this RFP.); c) award its total requirements to one Respondent or to apportion those requirements among two or more Respondents; and/or d) reject any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

In addition, negotiations may or may not be conducted with Respondent; therefore, proposals submitted should contain the **Respondent's most favorable terms and conditions**, since the selection and award may be made without discussion with any Respondent.
13. County reserves the right to request Best and Final Offers (BAFOs) from the highest ranking Respondents. The requirements, terms and conditions, and scope of work of the BAFO may vary significantly from this RFP. The decision concerning the number of Respondents requested to submit BAFOs rests solely with County DPA.
14. Where two or more Respondents desire to submit a single proposal in response to this solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm that may subcontract with multiple firms (team) but not with multiple firms doing business as a joint venture.

**County of Orange, OC Public Works
MaintStar Implementation Consultant Services**

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Section I

Introduction & Instructions to Respondents

15. The County does not require and neither encourages nor discourages the use of advocates or other consultants for the purpose of securing business.
16. Each Respondent shall exercise reasonable care and diligence to avoid submitting a Proposal that could result in a conflict of interest if Respondent were to be selected as the Contractor. This obligation shall apply to the Respondent; the Respondent's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services in Respondent's Proposal. In the event Respondent has done work for the County on this project in the past or has reason to believe that a conflict of interest may exist for Respondent in regard to this project, Respondent should consult with its legal counsel prior to responding to this RFP. Any Respondent who is found to have an actual conflict of interest may have its Proposal rejected on that ground.

D. EVALUATION PROCESS AND CRITERIA

Proposals shall be evaluated by an evaluation committee on the basis of the responsiveness to the questions and requirements in this RFP. Proposals will be competitively evaluated on the basis of the following criteria listed only in a random order of importance:

Written Proposals

- Technical Expertise and Qualifications
- Approach/Understanding of Project
- Price and Control of Cost Schedules
- Proposal Organization and Completeness of Response
- Degree of Compliance with the County Model Contract Terms and Conditions

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank ordered, based upon the Respondent(s) submitted written materials.

E. SELECTION/AWARD PROCEDURES

Upon the completion of the evaluation process, the Evaluation Panel will make a recommendation for award to the County DPA. Final award determination shall be subject to reference checks and past performance.

The Model Contract contained in Section III of this solicitation is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this solicitation, including special conditions and requirements and those added by addendum and necessary attachments and/or exhibits and to reflect the Respondent's proposal and qualifications.

Exceptions to the terms and conditions of the proposed Contract or the statements regarding Respondent's inability to comply with any of the provisions thereof are to be declared in the response to the RFP in Section II, Part 1, 8., "Statement of Compliance".

F. ORANGE COUNTY CHILD SUPPORT, EDD INDEPENDENT CONTRACTOR, AND W-9 REQUIREMENTS

1. ORANGE COUNTY CHILD SUPPORT

In order to comply with the child support enforcement requirements of the County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract,

**County of Orange, OC Public Works
MaintStar Implementation Consultant Services**

RFP# 080-590307

**Section I
Introduction & Instructions to Respondents**

the selected contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department Deputy Purchasing Agent:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another contractor. In the event a Contract has been issued, failure of the contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

(At time of recommended Contract award and upon County request, Contractor shall utilize the forms provided in Exhibit 1 of this solicitation to satisfy this requirement.)

2. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, the County is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays six hundred dollars (\$600) or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies. Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

**County of Orange, OC Public Works
MaintStar Implementation Consultant Services**

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Section I

Introduction & Instructions to Respondents

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of contract
Amount of contract

(At time of recommended Contract award and upon County request, Contractor shall utilize the form provided in Exhibit 2 of this solicitation to satisfy this requirement.)

3. DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE FORM W-9 REQUIREMENT

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9 or W-8, will be required.

In order to comply with this County requirement, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department Deputy Purchasing Agent the required W-9 or W-8.

SECTION II

RESPONSE REQUIREMENTS

SECTION II: RESPONSE REQUIREMENTS

Proposals are limited to thirty (30) single-sided pages. Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. **Resumes, copies of licenses/certifications, etc. may be appended to Proposals and will not count against the thirty page limit.**

Proposals must include three tabbed sections, Part 1, Part 2 and Part 3, and must be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section.

Part 1:

(Complete this section and submit as **Part 1** in the first tabbed section of Proposal.)

1. Cover Letter/Executive Summary

All proposals must be accompanied by a cover letter of introduction and executive summary of the proposal. The cover letter must be signed by person(s) with authority to bind the Respondent. If the Respondent is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation. An unsigned or improperly signed Proposal submission is grounds for rejection of the proposal and disqualification from further participation in this RFP process. All Proposals shall include in this first tabbed section, the Cover Page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

2. Validity of Proposal

The County requires that all Proposals be valid for at least three hundred sixty five (365) calendar days. Submissions not valid for at least three hundred sixty five (365) days will be considered non-responsive. The Respondent shall state the length of time for which the submitted proposal shall remain valid below:

 Validity of Proposal (in days)

 Signature required

3. Certification of Understanding

The County assumes no responsibility for any understanding or representation made by any of its officers, employees or agents during or prior to the execution of any Contract resulting from this solicitation unless:

- A. Such understanding or representations are expressly stated in the Contract; and
- B. The Contract expressly provides that the County therefore assumes the responsibility.

Representations made but not expressly stated and for which liability is not expressly assumed by the County in the Contract shall be deemed only for the information of the Respondent.

By signing below, Respondent certifies that such understanding has been considered in this response.

(Signature required)

4. Minimum Qualifications/Requirements Statement

Respondent shall certify that it meets all minimum qualifications and requirements set forth above in this Section II by signing below.

(Signature required)

5. Certificate of Insurance

The Respondent shall certify its willingness and ability to provide the required insurance coverage and certificates as set forth in Section III, Model Contract by signing below (see Article "38" for insurance requirements).

(Signature required)

6. Child Support Enforcement and Form W-9 Requirements

The Respondent shall certify its willingness and ability to provide the required Orange County Child Support Enforcement and Form W-9 Requirements as indicated in Section I by signing below (see Exhibit 1 but do NOT submit at this time).

(Signature required)

7. Conflict of Interest

- A. Describe your firm's conflict of interest systems and procedures that are in place and apply to the services to be provided to Orange County.
- B. Disclose any financial, business or other relationship with Orange County, any other entity that the Orange County Board of Supervisors governs which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide. Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work. If you believe that no conflict of interest exists or would exist, sign below.

(Signature required)

8. Statement of Compliance

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP. **Respondent must certify either A or B by signing below:**

- A. This response is in strict compliance with said Request for Proposals, including the terms and conditions set forth in the Contract and its Attachments, and no exceptions thereto are proposed.

(Signature required)

OR

- B. This response is in strict compliance with said Request for Proposals, including the terms and conditions set forth in the Contract and its Attachments, except for those proposed exceptions listed in a separate attachment hereto.

(Signature required)

§ Attachment for each proposed exception must include:

1. The RFP page number and section of the provision Respondent is taking exception to;
2. The complete provision Respondent is taking exception to;
3. The Respondent's suggested rewording;
4. Reason(s) for submitting the proposed exception; and
5. Any impact the proposed exception may have on cost, scheduling, or other areas.

Part 2:**Company Profile**

(Complete this form and submit as **Part 2** in the second tabbed section of Proposal.)

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor, etc.): _____

Business Address: _____

Website Address: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name? _____ Yes _____ No
If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated? _____ Yes _____ No If yes, State of Incorporation: _____

Federal Taxpayer ID Number _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Name of Project Manager: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

In the event of an emergency or declared disaster, the following information is required:

Name of contact during non-business hours: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____ Cell or Pager Number: _____

Part 3:

Respondent's Proposal

(Complete this section and submit as **Part 3** in the third tabbed section of Proposal.)

1. QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES OF RESPONDENT

This section of the proposal will establish the ability of Respondent company or team to satisfactorily perform the required work by reasons of experience in performing services of a similar nature, demonstrated competence in the services to be provided, strength and stability of the team, staffing capability, work load, record of meeting schedules on similar projects, and supportive client reference **As part of its response to the following, Respondent should justify how the minimum qualifications/requirements specified below have been satisfied.**

The following are minimum qualifications/requirements:

- Respondent must be located within County of Orange, Riverside County, San Diego County and Los Angeles County.
- Respondent must have a minimum of five (5) years of direct experience with the MaintStar system.

A. Respondent shall:

1. Provide a brief profile of the firm (if applicable, the prime contractor and subcontractor(s), including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
2. Provide a general description of the firm's (if applicable, the prime contractor's and subcontractor's(s')) financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, or impending merger) that may impede Respondent's ability to complete the services.
3. Describe the Respondent's (if applicable, the prime contractor's and subcontractor's(s')) experience in performing work of a similar nature to that solicited in this RFP.
4. Describe at least three (3) projects (highlight any Public Agency experience) that demonstrate Respondent's qualifications to accomplish the services described in each selected category (refer to Attachment A - Scope of Work). Include the following information for each project:
 - a. Project description and location;
 - b. Description of services provided;
 - c. Total cost of services provided;
 - d. Budget performance;
 - e. Schedule performance;
 - f. Consultants utilized;
 - g. Key Personnel utilized.

5. Provide, at a minimum, three (3) reference letters for the services cited as related experience. Reference letters shall include the name, title, e-mail address, address and telephone number of the person(s) at the client organization who is most knowledgeable about the services performed. The reference letters should be provided from previous clients who have received similar services to those listed within this RFP.

2. PROPOSED STAFFING AND PROJECT ORGANIZATION

This section of the proposal should establish the qualifications of the proposed project staff.

- a. Respondent shall:
 1. Complete Attachment C of the Model Contract (included in Section III of this Request for Proposals) and submit hereinto:
 - a. Identify key staff members proposed to perform Services and include major areas of subcontract work. Key staff members shall be identified, at a minimum, for the Project Manager; and
 - b. Identify subcontractors (if any) that will be assigned to perform services listed in the Scope of Work, by company name, address, contact person, telephone number and project function. List the specific services that Contractor will be sub-contracting including the selected sub-contractors.
 2. Furnish resumes for all proposed key staff members, including subcontractor staff. The resumes shall describe the specific experience of each staff member as it relates to some or all of the knowledge and experience requirements needed for the Services as described within the Scope of Work.
 3. Include a project organization chart which clearly delineates communication and reporting relationships among the key staff members and among subcontractor staff.

3. WORK PLAN/PROJECT APPROACH

Respondent shall provide a brief narrative that addresses the services noted in the Scope of Work and demonstrates the Respondent's understanding of County's needs and requirements.

- a. Respondent shall:
 1. Describe the approach to completing each required objective specified within the Scope of Work. In addition, provide an approach structured to ensure the following:
 - a. Quality performance;
 - b. Cost control and ability to complete the project within scope, schedule, and budget;
 - c. Responsiveness to County staff and project requirements; and
 - d. Coordination between Respondent and County staff.
 2. Outline sequentially the activities that would be undertaken in completing the objectives and specify the staff member(s) and/or subcontractor(s) proposed to perform each objective.

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3. Include a detailed schedule outlining tasks and durations required to complete the approval objective.
 - b. Respondent may also propose enhancement or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.
4. **Additional Information**
Respondent shall describe additional relevant information concerning the services offered in this RFP that it considers important in evaluating its services.

SECTION III

MODEL CONTRACT

MAINTSTAR IMPLEMENTATION CONSULTANT SERVICES

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MODEL CONTRACT

THIS Contract MA-080-xxxxxxx to provide Consultant Services, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and TBD (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as ("Party") or collectively referred to as ("Parties").

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Consultant Services under a usage Contract; and,

WHEREAS, County solicited Contract for Consultant Services as set forth herein, and Contractor has represented that it is qualified to provide Consultant Services to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide Consultant Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Contractor's Pricing, attached hereto as Attachment B;

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Consultant Services under a usage Contract, as set forth in the Scope of Work identified as Attachment A to this Contract and incorporated herein as if fully set forth.
2. **Term:** The initial term of this Contract shall be effective upon execution of all authorized signatures and shall be in effect for one (1) year from that date unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term, for four (4) additional years, upon mutual agreement of both Parties. The County is not obligated to give a reason if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.
3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees,

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agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

5. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
6. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County and District, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
7. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.
8. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
 - c. Terminate the Contract immediately without penalty.
9. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's

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Supervisor and the County's project manager as specified in Article 12. "Notices" by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:

- a. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.
10. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
11. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and Contractor personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

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12. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

County: OC Public Works/
Attn: TBD
300 N. Flower Street
Santa Ana, CA 92703

cc: OC Public Works/Procurement Services
Attn: Eddie Perkins, County DPA
300 N. Flower Street, Suite 838
Santa Ana, CA 92703

Contractor: TBD

13. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
14. **Entire Contract:** This Contract, including attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Purchasing Agent or his designee.
15. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

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16. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
17. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
18. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears.
19. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "46" below, and as more fully described in paragraph "46", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
20. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "46" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
21. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

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22. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
23. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
24. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
25. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
26. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
27. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
28. **Insurance Provisions:** Prior to the provisions of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates

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therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer: Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A-(Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

This policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance or per occurrence	\$1,000,000 per claims made

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or

decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

29. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "46" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
30. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
31. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County..
32. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
33. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
34. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "46" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from

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all liability, damages, costs and expenses arising from or related to a violation of such laws.

35. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
36. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
37. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
38. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
39. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
40. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
41. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
42. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney’s fees, costs and expenses.
43. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted

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it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

44. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
45. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
46. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
47. **Follow-On Work:** No person or firm or subsidiary thereof who has been awarded this Contract may be awarded a Contract for the provision of services, the delivery of supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of this Contract. Therefore, Contractor is precluded from contracting for any work recommended as a result of this Contract.

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

TBD*

By_____

Print
Name_____

Title_____

Corporate Officer

Date_____

By_____

Print
Name_____

Title_____

Corporate Officer

Date_____

COUNTY OF ORANGE

a political subdivision of the State of California

By _____

Print
Name _____

Title _____

Date _____

- * If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

ATTACHMENT A
SCOPE OF WORK

I. INTRODUCTION

The OC Facilities Division consists of four sections; Real Estate, Facilities Operations, A/E Project Management and the Central Utilities Facility. Each of these sections is managed individually and all report to a Division Manager.

OC Pubic Works has recently acquired a computerized maintenance management system called MaintStar to meet the business needs of the Division. The system will be configured with one or more interfaces that will be used for facilities maintenance, property management, budgetary control and operating cost management. It will also provide billing and tracking of A/E projects and all related costs. The idea is to use a central database solution for all sections.

The Real Estate section is currently using a web-based application with a SQL database to track County occupied facilities, both those currently maintained by the Facilities Operation and A/E sections. It contains information pertaining to all County real property assets and rights, owned, leased or otherwise.

The Facilities Operation section which includes the Central Utilities Facility currently uses the FM (Facilities Maintenance) system which currently handles work requests, approvals and tracking, vendor insurance management, reporting, as well as integration with the County's CAPS+ (finance and accounting) system.

As an item to note, an older version of this MaintStar product has been in production at our Operations and Maintenance section for the past nine years and their installation will ultimately be incorporated and upgraded with the deployment of the new installation.

II. SCOPE OF WORK

Contractor shall, under the direction of the County review the Division's operations, current systems and business processes in order to configure and implement the MaintStar system modules listed below:

- A. Asset Inventory and Condition (streets, storm water, general facilities/equipment)
- B. Work Request/Work Order
- C. Preventative Maintenance Schedule
- D. Work Management
- E. Pavement Management
- F. Material Inventory Management
- G. Vendor Management
- H. Work Planning and Budgeting
- I. Capital and Project Management
- J. Report Writer
- K. Image Linkage
- L. GIS Integration
- M. Real Estate and Leasing
- N. Invoicing
- O. Upgrade of an existing installation

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*Section III
Model Contract
Attachment A
Scope of Work*

III. DESCRIPTION OF SERVICES

Contractor will support the County of Orange OC Public Works and Contractor services will include, but not be limited to the following:

- A. Document each section's current business processes and workflows to determine the most appropriate deployment configuration for the MaintStar system.
- B. Provide a recommendation as to how each section's business processes should be combined or separated in regard to the MaintStar implementation, including the existing installation at Operations & Maintenance.
- C. Review and evaluate existing computerized systems, databases or spreadsheets within all sections to determine how any existing data will be utilized and imported from each existing system.
- D. Based on the findings, customize the MaintStar software to meet the workflow needs of the Division.
- E. Provide user and system documentation of all modules with the customizations that are made to the system.
- F. Provide training on the architecture and on the implemented modules for internal staff.

All installations and configurations will be done with the assistance and/or guidance of OC Public Works' IT Services staff.

**ATTACHMENT B
CONTRACTOR'S PRICING**

(Complete and submit as #3, in Part 3 of Section II "Response Requirements")

- I. COMPENSATION:** This is a usage Contract between the County and Contractor for Consultant Services, as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance requirements and taxes required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed prices specified herein unless authorized by amendment in accordance with Paragraphs 15 and 30 of the County Contract Terms and Conditions.**

- II. FEES AND CHARGES:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

- V. CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

- VI. PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been completed, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the contract requirements.

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Attachment B
Contractor's Pricing

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

VII. INVOICING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from (a), above
- c. Name of County agency/department
- d. Delivery/service address
- e. Contract number
- f. Service Date
- g. Description of Services
- h. Total
- i. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works
Procurement Services
Attn: Accounts Payable
300 N. Flower St., 8th Fl.
Santa Ana, CA 92703

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*Section III
Model Contract
Attachment C
Staffing Plan*

**ATTACHMENT C
STAFFING PLAN**

(Complete and submit as #2.a.1., in Part 3 of Section II “Response Requirements”)

1. KEY PERSONNEL

Name	Classification/ Designation	Licenses/Certifications (include license/ certification number)	Years of Experience	Length of Time with Firm

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of Contractor’s Key Personnel shall be allowed only with prior written approval of County’s Project Manager.

Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

2. SUBCONTRACTOR(S)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor’s subcontractors in any given project function shall be allowed only with prior written approval of County’s Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function

EXHIBIT 1
ORANGE COUNTY CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

In order to comply with child support enforcement requirements of Orange County, within 10 days of award of contract, the successful contractor must furnish to the Contract Administrator, Purchasing Agent or the agency/departement Deputy Purchasing Agent:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with Orange County. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

After notification of award, the successful contractor may use the forms supplied herein, to furnish required information listed above.

**ORANGE COUNTY CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address:

Name: (DO NOT COMPLETE AT THIS TIME)

D.O.B: _____

Social Security No: _____

Residence Address: _____

- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

County of Orange, OC Public Works
MaintStar Implementation Consultant Services

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Exhibit I

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with Orange County. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

(DO NOT COMPLETE AT THIS TIME)

Authorized Signature

Name

Title

EXHIBIT 2 EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, Orange County is required to file federal Form 1099-Misc for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a Contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
 Social Security Number
 Address
 Start and expiration dates of Contract
 Amount of Contract

(DO NOT COMPLETE AT THIS TIME)

First Name _____ Middle Initial _____ Last Name _____

SSN _____

Contract Number _____ Dollar value of Contract _____

Start Date _____ Expiration Date _____

Question and Answers for Bid #080-590307 - MAINTSTAR IMPLEMENTATION CONSULTANT SERVICES

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jan 18, 2011 4:00:00 PM PST