



**REQUEST FOR PROPOSAL
RFP # 09-39**

**PROJECT MANAGEMENT FOR COUNTY
PROBATION CMS PROJECT**

FRIDAY, JANUARY 29, 2010

San Joaquin County
Purchasing and Support Services
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2930

BUYER: Don Fisicaro, 209-468-3256, dfisicaro@sigov.org

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
KEY ACTION EVENTS	2
INSTRUCTION SHEET	3
SCOPE OF SERVICE.....	4
PROPOSAL REQUIREMENTS	6
RFP GRADING CRITERIA	10
GENERAL PROPOSAL REQUIREMENTS	11
IDENTIFICATION SHEET	14
REFERENCES	15
PUBLIC CONTRACT CODE SECTION	16
SUBMITTAL OF PROPOSALS.....	17
PROPOSAL AUTHORIZATION SIGNATURE PAGE.....	18
SAMPLE CONTRACT	19
<u>ATTACHMENTS & EXHIBITS</u>	
EXHIBIT “A” – Terms and Conditions.....	

KEY ACTION EVENTS AND DATES

Listed below are the events and dates for this RFP. All dates are subject to revision.

<u>Event No.</u>	<u>Description</u>	<u>Date</u>
1.	Release of RFP	
2.	Last day for Proposers to submit questions	<u>Friday, January 15, 2010</u>
3.	Last day for County to answer questions	<u>Friday, January 22, 2010</u>
4.	Proposal is due no later than 4:00 PM, PST	<u>Friday, January 29, 2010</u>
5.	Award	TBD

INTRODUCTION SHEET

The County of San Joaquin is soliciting Request for Proposals (RFP) for its Information Systems Division. Prospective Proposers are responsible for having full knowledge of this project and all issues affecting it.

PURPOSE: The San Joaquin County Information Systems Division has initiated a process to modernize its Criminal Justice Information System. As part of this project, ISD has released a Request for Proposals to acquire, implement and integrate, with other justice systems, an Adult Probation Case Management System. The duration of the project is estimated at one year. As part of this project, ISD is recruiting for an individual who will work with County management as well as with the vendor's project manager three days per week to implement the computer package and train County staff.

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SCOPE OF SERVICE/WORK OR PROJECT

PROJECT MANAGEMENT SERVICES FOR ADULT PROBATION CMS PROJECT

The San Joaquin County Information Systems Division has initiated a process to modernize its Criminal Justice Information System. As part of this project, ISD has released a Request for Proposals to acquire, implement and integrate, with other justice systems, an Adult Probation Case Management System. The duration of the project is estimated at one year. As part of this project, ISD is recruiting for an individual who will work with County management as well as with the vendor's project manager three days per week to implement the computer package and train County staff.

The selected individual will be responsible to ISD to assure that the project satisfies the County's needs, is completed on schedule and on budget. The following is a list of primary duties of the individual. Reporting to the County Project Manager, the individual will plan, direct, and coordinate activities of the project to ensure that goals or objectives of the project are accomplished within the prescribed time frame and funding parameters. Specifically, the individual will be responsible for the following:

Essential Duties and Responsibilities

- Support the County project manager through all aspects of the project.
- Provide weekly status reports on the project. These reports shall include but not be limited to the project progress, expenditures, and outstanding issues that require County management attention.
- Provide regular and on-going communication materials that will deliver key information about the project to stakeholders.
- Deliver project management services that review and modify the project plan on behalf of the County Project Manager.
- Insure the delivery of a quality solution that meets all of the requirements established in the RFP for the Adult Probation Case Management System.
- Develop project plans in concert with the County Project Manager and the vendor project manager, specifying goals, strategy, and staffing, scheduling, identification of risks, contingency plans and allotment of resources for each phase of the project.
- Identify and schedule project deliverables, milestones, and required tasks.
- Working with the County Project Manager, assign duties, responsibilities, and scope of authority to project personnel.
- Adhere to ISD standards and procedures for project reporting and documentation.
- Review status reports prepared by project personnel and vendors and modify schedules and plans as required.
- Prepare project status reports and keep management, clients, and others informed of project status and related issues.
- Confer with project personnel to provide technical advice and resolve problems.
- Coordinate and respond to request for changes from original specifications.
- Monitor project results against technical specifications.
- Develop and maintain technical and project documentation.
- Assist in the development of application /solution test plans for the project.
- Direct application /solution testing.
- Obtain, through customer satisfaction and acceptance testing, project signoff of completion.

Qualifications:

- PMP certified by PMI college degree and 3 to 5 years Project Management experience in software technology industry.
- Preferred prior experience with the San Joaquin County justice systems environment.
- Superior communication, management and writing skills.
- Thorough understanding of Windows and Linux operating systems.
- Thorough knowledge of Oracle and/or Microsoft SQL Server.
- Preferably some knowledge of Oracle SOA Suite.
- Preferably some experience working with and/or knowledge of criminal justice systems.

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PROPOSAL REQUIREMENTS

Firms interested in submitting a proposal must provide the following information. Please provide your responses in the order requested.

1. GENERAL INFORMATION

- a. The date your firm was established, brief description of your firm's history and its experience in providing project management services, and the name and title of the contact person.
- b. Describe your firm's experience in providing the types of project management services described in Scope of Work above. Be specific in describing whether the services are performed by employees of your firm or if the work is outsourced to other firms.
- c. Identify the key staff members who would be responsible for the completion of the assignment. Your proposal should include the professional qualifications and experience and the duties each staff member would perform in conjunction with this contract.
- d. Provide a description of the approach that would be utilized to accomplish project management assignments. Identify any portion of the services that would be provided through subcontractors. Regardless of whether provided directly by the Proposer or indirectly through subcontractors, the Proposer is responsible for ensuring the quality and cost-effectiveness of all Services.
- e. Provide a list of clients for whom similar projects have been performed by the key staff members identified. This listing should include the type of organization (private or public entity), number of employees in the organization, and a brief description of the type of work performed.
- f. Describe any prior experience key staff member's have had with the San Joaquin County Justice Systems.
- g. Describe your organization's technology capabilities. What do you require to interface with external information systems?
- h. Explain why your organization should be awarded this contract.

2. PROPOSERS EXPERIENCE

- a. Describe your firm's experience in providing the types of project management services described in Scope of Services above.
- b. Provide a description of the approach that will be utilized to accomplish project management. Identify any portion of the services that would be provided through subcontractors. Regardless of whether provided directly by the Proposer or indirectly through subcontractors, the Proposer is responsible for ensuring the quality and cost-effectiveness of all Services.

- c. Provide any samples of brochures, reports, or other materials relating to the Services that would be of assistance to the County in evaluating the Proposal.

3. CLIENT REFERENCES

- a. Provide a list of three current public sector clients, a description of the type of work performed, and the name, address, and telephone number of a contact at the client who is directly familiar with the Consultant's work for the client.
- b. Provide a list of two former clients including the company name and telephone number of a contact who is directly familiar with the Consultant's work for the client.

4. FEES

- a. Describe in detail the fee schedule you are proposing for the County. If the arrangement is based on billing rates, outline the rate for each of the team members who will be assigned to the County. Describe how charges outside of the billing rate, if any, will be charged to the County.
- b. If you have a practice of accepting commissions as part or all of your fees for services, please present your fee schedule with an option that excludes the acceptance of commissions. If you do not as a matter of practice accept commissions for services, you do not need to present this option in discussing your fee schedule.
- c. Describe the performance guarantees you are willing to commit to.

5. CONTRACT REQUIREMENTS

- a. Terms and Conditions

Attached is a sample contract (Exhibit A) that will be used.

- i. The Proposer must identify any and all exceptions to the contract and provide counter terms and/or proposed contract additions. Terms and conditions in the contract that are not addressed in the Proposer's proposal will be considered acceptable to the Proposer.
- ii. The County reserves the right to reject any proposal that identifies changes to the terms of the contract that are not acceptable to the County.

6. EVALUATION AND SELECTION CRITERIA

All written proposals that conform to the requirements outlined in this Request for Proposal will be reviewed and those determined to be the best qualified may be invited to a personal interview. The best qualified consultant will be selected based on the following prioritized criteria:

a. Qualifications of Proposer

An assessment will be made of the Proposer's qualifications and reputation. The academic achievements and relevant experience of key personnel will be included in the assessment. The depth and breadth of the Proposer's personnel and other resources available to provide the Services will be a factor.

b. Quality of Services

An evaluation will be made of the quality of the proposed Services based on the responses to the specific points outlined in this RFP. Additional consideration will be given for performance guarantees, extensive availability, convenience, and flexibility.

c. References

An assessment will be made of the Proposer's references, which will be based not only on the responses from each reference contact, but also on the similarity of the needs of each reference to the needs of the County.

d. Responsiveness of Proposal

An assessment will be made of the degree to which the Proposal responds to and addresses both the substantive and formal requirements of this RFP.

e. Pricing

An evaluation will be made of (a) reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?); (b) realism (i.e., is the proposed cost appropriate to the nature of the services to be provided?); and (c) affordability.

Following the evaluation of the written proposals, the Screening Panel may elect to invite one or more of the Proposers to an oral interview. Those Proposers not selected for an interview will be disqualified with no further discussion. Proposals may be re-evaluated based on the oral presentation and interview, if the Screening Panel so elects, in its sole discretion.

7. CONTRACT AWARD

Based on the above criteria, the Screening Panel will select the firm that it judges to be the best qualified.

8. TERM OF CONTRACT

The term of the contract will expire eighteen (18) months from date of execution.

9. ADDITIONAL INFORMATION

Requests for additional information relative to this proposal should be addressed to:

Don Fisicaro
Deputy Purchasing Agent
County of San Joaquin
222 E. Weber Avenue, Rm 675
Stockton, CA 95202
dfisicaro@sjgov.org
209-468-3256 phone
209-468-3393 fax

The COUNTY will not be responsible for oral interpretations. Questions received after the Friday, January 15, 2010 deadline will not be answered. This RFP and all addenda, and the CONTRACTOR'S proposal response and amendments shall be incorporated into the contract.

The CONTRACTOR **shall not** base their proposal on any verbal information from any employee or representative of the COUNTY.

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GRADING CRITERIA

Following the deadline for receipt of proposals, all proposals submitted will be analyzed and reviewed by a review panel consisting of representative(s) of the **Information Systems Division** and Purchasing Department.

Through the RFP process, the County reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.

Proposals will be evaluated for cost and compliance with all requirements set forth in this RFP, including timely submission and provision of all documents requested.

Qualifications of Proposer:	30 points
Quality of Services:	25 points
References:	10 points
Responsiveness of Proposal:	10 points
Pricing:	25 points

GENERAL PROPOSAL REQUIREMENTS

1. CONTRACTOR RESPONSIBILITIES:

All procedures and services must be in compliance with all Federal, State, and County Local Laws and Regulations.

2. SUBMITTAL FORMAT

A. Forms to be included in your response are listed below:

- 1) Identification Sheet
- 2) W-9
- 3) Licenses / Certifications as required
- 4) References
- 5) **One (1) copy of proposal clearly marked "ORIGINAL" and two (2) copies clearly marked "COPY"**

3. SPECIFICATION CHANGES:

The County may, during the proposal period, advise the Proposer in writing of additions, omissions, or alterations in the specifications. Changes shall be included in the RFP and become part of the specifications as if originally submitted.

4. AMENDMENTS:

No one is authorized to amend this proposal in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions of this RFP. If necessary, supplementary information in addendum form will be prepared and posted on the "Purchasing Open Bids" website. It is the Proposer's responsibility to obtain, sign and submit all addendum(s) for the RFP at:

<http://www.sigov.org/supportserv/Control/PurchasingBids.asp>

Failure of Proposer to not submit signed addendum(s) with their proposal shall be cause for rejection.

Any exceptions taken to this RFP shall be clearly stated in writing.

5. RFP WITHDRAWAL:

Any Proposer may withdraw their proposal, either personally or by written request, at any time **prior** to the date and time due.

6. **RIGHT TO REJECT PROPOSALS:**

San Joaquin County reserves the right to reject any and all proposals, or any part of a proposal; to waive minor defects or technicalities; or to solicit new proposals on the same project or modified project, which may include portions of the original RFP document, as the County may deem necessary and in its best interest. False, incomplete or unresponsive statements in connection with a submitted proposal may be sufficient cause for rejection. The County will be the sole judge in making such determinations.

7. **EXAMINE SPECIFICATIONS:**

Proposer shall thoroughly examine and be familiar with the specifications herein. Failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or become acquainted with existing conditions, shall in no way relieve Proposer from any obligations with respect to Proposer's offer or to the contract. Submission of a proposal shall be taken as prima facie evidence of compliance with this section.

8. **SITE INSPECTION:**

Proposers shall have examined the work sites, and shall be responsible for having acquired full knowledge of the job and of all issues affecting it. No variations or allowances from the contract sum will be made because of lack of such examination.

9. **ALL RFP DOCUMENTS PART OF FINAL CONTRACT:**

Any RFP documents, letters and materials submitted by the Proposer shall be binding and included as part of the final contract. Unauthorized conditions, limitations or provisions attached to proposals may cause its rejection.

10. **EXCEPTIONS:**

Any exceptions to this RFP must be stated in your proposal. It is otherwise assumed that the wording within this document is acceptable and agreed to by the Proposer.

11. **RESULTING CONTRACT:**

Through the RFP process, the County reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.

The performance of the contract resulting from this proposal shall be governed, construed and interpreted according to the laws of the State of California.

Terms and Conditions of a resulting contract shall be those of Exhibit A "Sample Contract". Any contentions **must** be submitted with your RFP.

12. **NOTICE:**

Any notice, demand, request, consent approval or communication that either party desires or is required to give the other party shall be in writing and either serviced personally or sent by pre-paid first-class mail or the equivalent thereof by private carrier. Any such writing shall be addressed to County of San Joaquin, Purchasing Department, 44 N. San Joaquin Street, Suite 540 Stockton, CA, 95202-2930, Attention: **Don Fisicaro and RFP #09-39 Project Management for County Probation CMS Project.**

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IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Type or print the following information:

Company: _____

Address: _____

(City) (State) (Zip)

Name: _____

Title: _____ E-mail: _____

Telephone: () _____ Fax: () _____

Years in business: _____

Number of employees: _____

Name of Insurance carriers: _____

Public Liability: _____ Expires: _____

Workers' Compensation: _____ Expires: _____

REFERENCES

SIMILAR CONTRACTS/RFPS PERFORMED: List below contracts under which the Proposer has provided similar services during the past three (3) years.

Proposer's financial stability, technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the bidder declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

NOTE: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposer's Signature _____ **Date** _____

Submittal of Proposals

Sealed Proposals will be received at the Office of the Purchasing Agent at 222 E. Weber Avenue, Room 675, Stockton, CA, 95202-2930, until **Friday, January 29, 2010, 4:00 PM PST.**

ALL PROPOSALS SHALL BE ADDRESSED AS FOLLOWS:

Request for Proposal **09-39**
Purchasing Agent
County of San Joaquin
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2930

The Proposal envelope shall have stated thereon the name and address of the submitting Contractor.

PROPOSALS WILL NOT BE ACCEPTED AFTER **FRIDAY, JANUARY 29, 2010, 4:00 PM PST.** ALL PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL BE TIME-STAMPED AND RETURNED UNOPENED TO THE SUBMITTER.

THE COUNTY WILL NOT ACCEPT PROPOSAL RESPONSES SUBMITTED BY FAX OR EMAIL.

PROPOSAL AUTHORIZATION

SIGNATURE PAGE

The undersigned, having carefully read and examined this RFP, and being familiar with (1) all the conditions applicable to the work for which this proposal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein and further agrees that if this proposal is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of San Joaquin Purchasing Agent.

In addition, by submission of a proposal, Proposer attest to having possession of a duly issued valid license (if applicable) issued by the State of California. Such license authorizes a Proposer to contract to perform type of work required by the specifications. Should the Proposer fail to provide the number and classification of Proposer's State of California Contractor's License, the County may reject your Proposal.

This Signature/Authorization page must be in Section 1 of your Proposal.

Signature of Authorized Agent

Date

Printed Name of Authorized Agent

EXHIBIT A

"SAMPLE CONTRACT"



INDEPENDENT CONTRACTOR AGREEMENT

SAN JOAQUIN COUNTY

CONTRACT ID#

Contract Amount \$

PARTIES: COUNTY: County of San Joaquin
Purchasing & Support Svcs
44 N. San Joaquin Street
Suite 540
Stockton, CA 95202-2930

With copies to: County of San Joaquin

CONTRACTOR:

This Agreement is made and entered into this _____ day of _____, 200____, by and between _____, an Independent CONTRACTOR (hereinafter "CONTRACTOR"), and San Joaquin County, a political subdivision of the State of California for _____ (hereinafter "COUNTY").

ORDER OF PRECEDENCE

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
2. COUNTY Request for Proposal Number _____.
3. CONTRACTOR'S Proposal dated _____.

1. Scope of Professional Services:

CONTRACTOR agrees to provide services

CONTRACTOR shall perform the CONTRACTOR'S work in accordance with currently approved methods and standards of practice in the CONTRACTOR'S professional specialty.

2. Term of Agreement:

This Agreement shall commence _____, 200__ through _____, 200__, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein or extended upon mutual agreement.

3. Interpretation

This Agreement shall not be interrupted in favor of any Party by virtue of said Party not having prepared this Agreement.

If any time period provided for in this Agreement ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

4. Compensation:

COUNTY agrees to pay CONTRACTOR an hourly amount of (\$). The total payments made for services performed pursuant to this Agreement shall not exceed _____ DOLLARS (\$00,000.00).

5. Invoicing:

CONTRACTOR shall submit one original and one copy of each invoice to County of _____ San _____ Joaquin, _____ . All invoices must reference this Agreement Number/Contract ID # and the service performed. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR.

6. CONTRACTOR'S Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONTRACTOR is at all times acting as an Independent CONTRACTOR practicing his or her profession and not as an employee of the COUNTY. **A copy of CONTRACTOR'S current professional, local, state or other business licenses required to conduct the services stated herein, will be provided to COUNTY.** The CONTRACTOR shall not have any claim under this Agreement or otherwise against the COUNTY for vacation, sick leave, retirement

benefits, social security or workers' compensation benefits. The CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. COUNTY will issue a Form 1099 at year-end for fees earned.

7. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of San Joaquin County. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

8. Non Exclusive Rights:

This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. CONTRACTOR may contract with other counties, private companies or individuals for similar services.

9. Indemnification:

CONTRACTOR shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or Subcontractors.

CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

10. Insurance

CONTRACTOR, shall submit proof of insurance with liability limits as set forth below to the Purchasing Department showing COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to the COUNTY. The COUNTY at its discretion may waive in part or in full insurance requirements. CONTRACTOR is required to provide insurance unless notified by the COUNTY'S Purchasing Agent of any waivers.

CONTRACTOR agrees that CONTRACTOR is responsible to ensure that the requirements set forth in this article/paragraph are also to be met by

CONTRACTOR'S subcontractors/CONTRACTOR'S who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the COUNTY'S Purchasing Agent.

General Liability Limits

- | | | |
|----|---|-------------|
| 1. | BI & PD combined/per occurrence | \$1,000,000 |
| | /Aggregate | \$1,000,000 |
| 2. | Personal Injury/Aggregate | \$1,000,000 |
| 3. | Automobile Liability/per occurrence | |
| | CONTRACTOR agrees to defend, hold harmless and indemnify the COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement. | |

Professional Liability

- | | | |
|----|---|-------------|
| 1. | Professional Liability/as appropriately relates to services rendered. Coverage may include medical malpractice and/or errors and omissions. | \$1,000,000 |
|----|---|-------------|

<i>Workers' Compensation and Employer's Liability requirement</i>	Statutory
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11. Discrimination:

CONTRACTOR shall not discriminate because of age, ancestry, color, creed, marital status, medical condition (cancer or genetic characteristics), national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex (includes sexual harassment) and sexual orientation.

12. ADA Compliance:

CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)

13. Notices:

Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this Agreement.

14. Termination:

If the CONTRACTOR breaches or habitually neglects the CONTRACTOR'S duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the COUNTY may, by written notice,

immediately terminate this Agreement without prejudice to any other remedy to which COUNTY may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon thirty (30) days written notice to other party.

If the County Board of Supervisors fails to appropriate funds to enable County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and CONTRACTOR will be given written notice of such termination.

15. Conflict of Interest Statement:

CONTRACTOR covenants that CONTRACTOR, its officers, employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COUNTY'S employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COUNTY. Performance of services under this Agreement by associates or employees of CONTRACTOR shall not relieve CONTRACTOR from any responsibility under this Agreement.

16. Drug Free Workplace:

CONTRACTOR shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

17. Force Majeure:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the CONTRACTOR or the COUNTY.

18. Compliance:

CONTRACTOR shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.

19. Governing Law and Venue:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

20. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the COUNTY whether executed by or for the CONTRACTOR for COUNTY, or otherwise by or for the CONTRACTOR, or by or for a subcontractor operating under the CONTRACTOR'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to COUNTY forthwith upon COUNTY written demand, termination or completion of the work under this Agreement.

21. Attorney Fees:

In any action brought to enforce any provision of this Agreement, the losing party shall pay the prevailing party's reasonable attorney fees and losses.

22. Work Product:

COUNTY and CONTRACTOR acknowledge and agree that "Work Product", and all components of it, provided or developed by CONTRACTOR hereunder or in connection herewith shall constitute "works made for hire" within the meaning of Title 17 United States Code Section 101 et seq. (the "Copyright Act"), and all right, title, and interest in and to the Custom Products shall vest in the COUNTY immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of the COUNTY and/or may not be a "work made for hire" as defined in the Copyright Act upon development, then CONTRACTOR agrees to and hereby does sell, transfer, grant and assign to the COUNTY all copyrights, patents, trade secrets, inventions, and other proprietary rights, title, and interest in and to such Custom Products upon development. On all written material, whether in print, electronic, or any media form, constituting "Work Product", CONTRACTOR shall place or cause to be placed the following legend preferably in the lower right corner:

© 2010 County of San Joaquin. All rights reserved.

23. Data Security – Confidentiality

a. Acknowledgment of access to information characterized as covered data

Contractor acknowledges that its contract/purchase order ("Agreement") with the County of San Joaquin, California("County") may allow the Contractor access to confidential County information or County provided information including, but not limited to, personal information, records, data, or financial information notwithstanding the manner in which or from

whom it is received by Contractor ("Covered Data") which is subject to state laws that restrict the use and disclosure of County information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. Contractor shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, County policies, and the provisions of this Agreement. Contractor agrees that it will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

- b. Prohibition on unauthorized use or disclosure of covered data and information

Contractor agrees to hold Covered Data received from or created on behalf of County in strictest confidence. Contractor shall not use or disclose Covered Data except as permitted or required by the Agreement or as otherwise authorized in writing by County. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, Contractor will notify County in writing prior to any disclosure in order to give County an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by the County.

- c. Safeguard standard

Contractor agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

- d. Return or destruction of covered data and information

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Covered Data to County unless County requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Contractor. Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement. Within this thirty (30) day period, Contractor shall certify in writing to County that the return or destruction has been completed.

- e. Reporting of unauthorized disclosures or misuse of covered data and information

Contractor shall report, either orally or in writing, to County any use or disclosure of Covered Data not authorized by this Agreement or in writing by County, including any reasonable belief that an unauthorized individual has accessed Covered Data. Contractor shall make the report to County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the County Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide County other information, including a written report, as reasonably requested by County.

f. Examination of records

County and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Contractor shall retain project records for a period of five years from the date of final payment.

g. Assistance in litigation or administrative proceedings

Contractor shall make itself and any employees, subcontractors, or agents assisting Contractor in the performance of its obligations under the Agreement available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.

h. No third-party rights

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

i. Attorney's fees

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with

prevailing market rates charged by attorneys in private practice for such services.

j. Survival

The terms and conditions set forth shall survive termination of the Agreement between the parties.

24. Entire Agreement and Modification:

This Agreement and all documents incorporated by reference supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year first written above.

CONTRACTOR Name
Address
City, State and Zip

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By: _____ Date: _____
Signature, Authorized Agent

By: _____ Date: _____
David M. Louis, C.P.M., CPPO, CPPB
Director
Purchasing & Support Services

By: _____
Printed Name of Authorized Agent

APPROVED AS TO FORM
Office of County Counsel

By _____ Date: _____
Gilberto Gutierrez
Deputy County Counsel

Buyer of Record: df